

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

CHANGE NOTICE NO. 3
 to
CONTRACT NO. 071B2200119
 between
THE STATE OF MICHIGAN
 and

NAME & ADDRESS OF CONTRACTOR:	PRIMARY CONTACT	EMAIL
Dependable Tree and Maintenance Service LLC 8555 Vergennes Road, S.E. Ada, MI 49301	Elmer Dalton	Elmer31grand@yahoo.com
	TELEPHONE	CONTRACTOR #, MAIL CODE
	(616) 890-9507	

STATE CONTACTS	AGENCY	NAME	PHONE	EMAIL
CONTRACT COMPLIANCE INSPECTOR	MDOT	Danny Senske	989-671-1535 ext 302	sensked@michigan.gov
BUYER	DTMB	Jillian Yeates	517-284-7019	yeatesj@michigan.gov

CONTRACT SUMMARY:			
DESCRIPTION: Operation of M-13/M-84 and M-25 Bascule Bridges Over the Saginaw River – Bay Region Michigan Department of Transportation			
INITIAL EFFECTIVE DATE	INITIAL EXPIRATION DATE	INITIAL AVAILABLE OPTIONS	EXPIRATION DATE BEFORE CHANGE(S) NOTED BELOW
February 21, 2012	December 31, 2013	2, 1 year options	January 31, 2015
PAYMENT TERMS	F.O.B	SHIPPED	SHIPPED FROM
1% - 10 Net 45	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 type="checkbox"/> No <input checked="" type="checkbox"/> Yes	<input checked="" type="checkbox"/>	<input type="checkbox"/>	11 month	December 31, 2015
VALUE/COST OF CHANGE NOTICE:		ESTIMATED REVISED AGGREGATE CONTRACT VALUE:		
\$434,997.00		\$1,736,991.00		

Effective January 13, 2015, this Contract is exercising the final 11 months of the second option year and is INCREASED by \$434,997.00. The REVISED Contract expiration date is December 31, 2015. Please note the Buyer and Contract Administrator has been changed to Jillian Yeates. All other terms, conditions, specifications, and pricing remain the same. Per vendor and agency agreement, DTMB Procurement approval, and State Administrative Board approval on January 13, 2015.

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

CHANGE NOTICE NO. 2
 to
CONTRACT NO. 071B2200119
 between
THE STATE OF MICHIGAN
 and

NAME & ADDRESS OF CONTRACTOR:	PRIMARY CONTACT	EMAIL
Dependable Tree and Maintenance Service LLC 8555 Vergennes Road, S.E. Ada, MI 49301	Elmer Dalton	Elmer31grand@yahoo.com
	TELEPHONE	CONTRACTOR #, MAIL CODE
	(616) 890-9507	

STATE CONTACTS	AGENCY	NAME	PHONE	EMAIL
CONTRACT COMPLIANCE INSPECTOR	MDOT	Danny Senske	989-671-1535 ext 302	sensked@michigan.gov
BUYER	DTMB	Lance Kingsbury	517-284-7017	kingsburyl@michigan.gov

CONTRACT SUMMARY:			
DESCRIPTION: Operation of M-13/M-84 and M-25 Bascule Bridges Over the Saginaw River – Bay Region Michigan Department of Transportation			
INITIAL EFFECTIVE DATE	INITIAL EXPIRATION DATE	INITIAL AVAILABLE OPTIONS	EXPIRATION DATE BEFORE CHANGE(S) NOTED BELOW
February 21, 2012	December 31, 2013	2, 1 year options	December 31, 2014
PAYMENT TERMS	F.O.B	SHIPPED	SHIPPED FROM
1% - 10 Net 45	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 month	January 31, 2015
VALUE/COST OF CHANGE NOTICE:		ESTIMATED REVISED AGGREGATE CONTRACT VALUE:		
\$0.00		\$1,301,994.00		

Effective January 1, 2015, the first month of the option year available on this Contract is hereby exercised. The Revised Contract expiration date is January 31, 2015. Please note the Buyer and Contract Administrator has been changed to Lance Kingsbury. All other terms, conditions, pricing and specifications 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
 530 W. ALLEGAN, LANSING, MI 48933

CHANGE NOTICE NO. 1
 to
CONTRACT NO. 071B2200119
 between
THE STATE OF MICHIGAN
 and

NAME & ADDRESS OF CONTRACTOR:	PRIMARY CONTACT	EMAIL
Dependable Tree and Maintenance Service LLC 8555 Vergennes Road, S.E. Ada, MI 49301	Elmer Dalton	Elmer31grand@yahoo.com
	TELEPHONE	CONTRACTOR #, MAIL CODE
	(616) 890-9507	

STATE CONTACTS	AGENCY	NAME	PHONE	EMAIL
CONTRACT COMPLIANCE INSPECTOR	MDOT	Danny Senske	989-671-1535 ext 302	sensked@michigan.gov
BUYER	DTMB	Angela Buren	517-373-0325	burena@michigan.gov

CONTRACT SUMMARY:			
DESCRIPTION: Operation of M-13/M-84 and M-25 Bascule Bridges Over the Saginaw River – Bay Region Michigan Department of Transportation			
INITIAL EFFECTIVE DATE	INITIAL EXPIRATION DATE	INITIAL AVAILABLE OPTIONS	EXPIRATION DATE BEFORE CHANGE(S) NOTED BELOW
February 21, 2012	December 31, 2013		December 31, 2013
PAYMENT TERMS	F.O.B	SHIPPED	SHIPPED FROM
1% - 10 Net 45	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 type="checkbox"/> No <input checked="" type="checkbox"/> Yes	<input checked="" type="checkbox"/>	<input type="checkbox"/>	1 year	Dec. 31, 2014
VALUE/COST OF CHANGE NOTICE:		ESTIMATED REVISED AGGREGATE CONTRACT VALUE:		
\$434,997.00		\$1,301,994.00		
Effective November 26, 2013, this contract is hereby extended to December 31, 2014, using a contract option year. Contract is also increased by \$434,997.00. All other terms, conditions, pricing and specifications remain the same. Per vendor and agency agreement, DTMB Procurement approval and the approval of the State Administrative Board.				

STATE OF MICHIGAN
DEPARTMENT OF TECHNOLOGY, MANAGEMENT AND BUDGET
PROCUREMENT
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CONTRACT NO. 071B2200119
between
THE STATE OF MICHIGAN
and

NAME & ADDRESS OF CONTRACTOR Dependable Tree and Maintenance Service LLC 8555 Vergennes Road, S.E. Ada, MI 49301 <div style="text-align: right;">Elmer31grand@yahoo.com</div>	TELEPHONE (616) 890-9507 Elmer Dalton BUYER/CA (517) 373-0325 Angela Buren
Contract Compliance Inspector: Danny Senske (989) 671-1535 Ext. 302 – SenskeD@michigan.gov Operation of M-13/M-84 and M-25 Bascule Bridges Over the Saginaw River – Bay Region Michigan Department of Transportation	
CONTRACT PERIOD: From: February 21, 2012 To: December 31, 2013	
TERMS <div style="text-align: center;">1% - 10/Net 45</div>	SHIPMENT <div style="text-align: center;">N/A</div>
F.O.B. <div style="text-align: center;">N/A</div>	SHIPPED FROM <div style="text-align: center;">N/A</div>
MINIMUM DELIVERY REQUIREMENTS <div style="text-align: center;">N/A</div>	
MISCELLANEOUS INFORMATION: <p>The terms and conditions of this Contract are attached.</p> <p>Estimated Contract Value: \$866,997.00</p>	

<p>FOR THE CONTRACTOR:</p> <p><u>Dependable Tree and Maintenance Service LLC</u> Firm Name</p> <p>_____ Authorized Agent Signature</p> <p>_____ Authorized Agent (Print or Type)</p> <p>_____ Date</p>	<p>FOR THE STATE:</p> <p>_____ Signature Jeff Brownlee, Chief Procurement Officer Name/Title DTMB - Procurement Division</p> <p>_____ Date</p>
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STATE OF MICHIGAN
Department of Technology Management and Budget
Procurement

Contract No. 071B2200119
Operation of the M-13/M-84 and M-25 Bridges over the Saginaw River

Buyer Name: Angela Buren
Telephone Number: (517) 373-0325
E-Mail Address: Burena@michigan.gov



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ATTACHMENTS:

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Exhibit B – Bridge Operators Manual

Attachment B-I – Operating Instructions for the Veterans Memorial Bridge

Attachment B-II – Operating Instructions for the Lafayette Street Bridge

Attachment B-III – Instructions for Traffic Control Gate Malfunctions



DEFINITIONS

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

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

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

Bidder(s) are those companies that submit a proposal in response to the RFP.

Bridge Operators - personnel hired by the Contractor responsible for performing the duties as described in this Contract.

Business Day means any day other than a Saturday, Sunday or State-recognized legal holiday from 8:00am EST through 5:00pm EST unless otherwise stated.

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

CCI means Contract Compliance Inspector: An employee of the Department who has the responsibility for enforcement of the contractual obligations as defined by this Contract. This person's duties include, but are not limited to, the approval or disapproval of payments to the Contractor; assures satisfactory performance of the services and resolves disputes between the Department and the Contractor.

Days means calendar days unless otherwise specified.

Deleted – N/A means that section is not applicable or included in this Contract. This is used as a placeholder to maintain consistent numbering.

Deliverable means physical goods and/or services required or identified in a Statement of Work.

DTMB means the Michigan Department of Technology Management and Budget.

Environmentally Preferable Products means 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.

Hazardous Material means 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 the Contract).

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

Key Personnel means any personnel identified in **Section 1.031** as Key Personnel.

Mobilization is defined as a summary of all costs for annual start-up including, but not limited to, training, relocation expenses, purchase of equipment, clothing, materials, insurance, office overhead, and supplies.

Navigation Season means that portion of the calendar year, which is defined in the "United States Coast Pilot 6" as the period from March 16 through December 15, where commercial shipping traffic may traverse the waterways as regulated by the United States Coast Guard hereinafter referred to as "IN-SEASON". During IN-SEASON 24 hour per day coverage of the bridge operation activities is mandated by the United States Coast Guard.

New Work means any Services/Deliverables outside the scope of the 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.

On-Call Navigation means that portion of the calendar year where 24 hour per day coverage of the bridge operation activities is not mandated by the United States Coast Guard; however bridge operations, with twelve hour notice, are mandated. Be advised that the U.S. Coast Guard breaks ice in the river until January 15. The period from December 16, through January 15 and is hereinafter referred to as "ON-CALL-SEASON".



Off-Call Navigation means that portion of the calendar year where 24 hour per day coverage of the bridge operation activities is not mandated by the United States Coast Guard; however, bridge operations, with twelve hour notice, are mandated. During the period from January 16, through March 15, it is the responsibility, of the Department to operate the bridge unless otherwise agreed to by the Department and the Contractor. This period is hereinafter referred to as OFF-CALL SEASON.

Ozone-depleting Substance means 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.

Post-Consumer Waste means 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 means 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.

Project Manager means an employee hired by the Contractor who has the responsibility of handling all contract related issues and obligations and whose duties shall include, but not be limited to, the preparation and submittal of billings to the Department; assurance that all required insurance remain in effect and that the Contractor has sufficient personnel and supplies to perform the bridge operating activities; the oversight of the bridge operations on the job site, the assignment of operators to work shifts, the summarizing of daily activities in the log book and the notification of the Department's Contract Compliance Inspector if any mechanical or electrical abnormalities occur.

Recycling means 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 means using a product or component of municipal solid waste in its original form more than once.

Services means any function performed for the benefit of the State.

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

Subcontractor means a company selected by the Contractor to perform a portion of the Services, but does not include independent contractors engaged by Contractor solely in a staff augmentation role.

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

Waste Prevention means source reduction and reuse, but not recycling.

Pollution Prevention means 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.

Work in Progress means 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 the Contract.



Article 1 – Statement of Work (SOW)

1.010 Project Identification

1.011 Project Request

The work specified in this Contract consists of providing contract services for operations and custodial services for two bascule bridges owned by the State of Michigan (the State), Michigan Department of Transportation (MDOT). These bridges are M-13/M-84 over the Saginaw River, or the Lafayette Bridge, and M-25 over the Saginaw River, or Veteran's Memorial Bridge. The Contractor must operate these bridges as necessary and as required by law, and to provide custodial services at the bridges.

1.012 Background

MDOT owns and operates two bascule bridges located within Bay County, Michigan, which cross the Saginaw River. M-13/M-84 over the Saginaw River (the Lafayette bridge), and M-25 over the Saginaw River (the Veteran's bridge) will hereinafter be referred to as the "bridges".

The Contractor must begin its mobilization activities and services upon execution of a Contract and, in any event, begin operating the bridges on March 15, 2012.

1.020 Scope of Work and Deliverables

1.021 In Scope

The Contractor must provide all personnel, equipment, tools, materials, supervision, and other items and services necessary to perform the services described in this Contract, including, but not limited to:

- Open and closing operations as required by law during the navigational seasons per the Operations manuals for both bridges.

The NAVIGATION SEASON is that portion of the calendar year, which is defined in the "United States Coast Pilot 6" as the period from March 15 through December 15, where commercial shipping traffic may traverse the waterways as regulated by the United States Coast Guard. During the Navigation Season, 24 hour per day coverage of the bridges is mandated by the United States Coast Guard.

The OFF-CALL Season is that portion of the calendar year where 24 hour per day coverage of the bridge operation activities is not mandated by the United States Coast Guard; however, bridge operations, with twelve-hour notice, are mandated. During the period from December 16, through March 14, it is the responsibility, of MDOT to operate the bridges unless otherwise agreed to by MDOT and the Contractor. As part of the Contract, MDOT may negotiate with the Contractor to be on-call during the OFF-CALL season to provide operators within a twelve hour notice.

- Perform visual inspections of all electrical, mechanical and hydraulic equipment at the start of each shift
- Furnish all supplies and labor required for routine custodial duties.
- Appoint a Project Manager who has the responsibility of handling all Contract related issues and obligations and whose duties must include, but not be limited to, the preparation and submittal of billings to MDOT; assurance that all required insurance remain in effect and that the Contractor has sufficient personnel and supplies to perform the bridge operating activities; the oversight of the bridge operations on the job site, the assignment of operators to work shifts, the summarizing of daily activities in the log book and the notification of the Contract Compliance Inspector or his representative if any mechanical or electrical abnormalities occur.
- Provide trained personnel to operate the bridges twenty-four hours a day, seven days a week during the IN-SEASON. The Contractor must be responsible to schedule all regular and back-up personnel for all work shifts, as determined by the Contractor and in accordance with United States Coast Guard regulations.



- Establish and maintain accurate records, in accordance with generally accepted accounting principles, of all expenses incurred for which payment is sought or made under the Contract, and said records to be hereinafter referred to as the "records". Separate accounts must be established and maintained for all costs incurred under the Contract.
- Maintain the records for at least three years from the date of final payment made by MDOT under the Contract. In the event of a dispute with regard to the allowable expenses or any other issue under the Contract, the Contractor must thereafter continue to maintain the records at least until that dispute has been finally decided and the time for all available challenges or appeals of that decision has expired.
- Permit MDOT, or its representative, to inspect, copy, or audit the records at any reasonable time after giving reasonable notice. The Contractor must provide a final accounting, which MDOT may audit. Any audit will be for information only and will not affect the lump sum payments made under the Contract.

In the event of Contract termination, MDOT must receive all daily work logs, records and any other documentation produced by the Contractor under the Contract prior to the Contractor being reimbursed.

NOTE: Subcontracting is permitted providing Prime Contractor will perform no less than 40% of the original Contract amount.

1.022 Work and Deliverable

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

- Operate the bridges using certified bridge operators. (certified means documented training and testing provided by the Project Manager)
- Post the Acknowledgment Forms
- Provide Contract Compliance Inspector with complete bridge operator's competency certification form
- Provide proper supervisory personnel
- Update and provide to the Contract Compliance Inspector all bridge opening logs
- Inform the Contract Compliance Inspector of mechanical/electrical malfunction and/or failure to correct malfunction
- Inform the Contract Compliance Inspector of malfunctioning navigation lights
- Inform the Contract Compliance Inspector of events that may have jeopardized bridge structural integrity, such as hits from vehicular traffic, vessel collision, etc.
- Inform the Contract Compliance Inspector any time bridge operation is limited or stopped
- Project Manager or a designee must respond within 15 minutes to any telephone call made to the Contractor by MDOT
- Project Manager or a designee must respond in person within 30 minutes when requested
- Advise the Contract Compliance Inspector when the Project Manager serves as a bridge operator
- Inform the Contract Compliance Inspector of any complaints from citizens or public agencies
- Notify the U.S. Coast Guard and the Contract Compliance Inspector within thirty 30 minutes of any restriction to waterborne traffic
- Update and provide to the Contract Compliance Inspector all forms as required by MDOT and the U.S. Coast Guard



- Resolve discrepancies noted on the Contractor's Operations Inspection Form within five calendar days
- Perform **VISUAL** inspections of all electrical, mechanical, and hydraulic equipment at the start of each shift. Contractor must inform MDOT of any irregularities found immediately upon the completion of the inspection.
- Contractor personnel must be dressed in MDOT approved shirts with collars and sleeves, long pants, and safety shoes when on MDOT property. Shirts must include the Contractor's name or logo and the employee's name must be printed or stitched on the shirt or a patch. All shirts must be one standard color.
- Issue a photo identification card to all Contractor personnel, which must be worn on MDOT property. This card must include the individual's photo, name, job title and company's name and must be approved by the Contract Compliance Inspector.
- Provide signs identifying the Contractor as the operator of the bridges. These signs will be affixed to the door of the bridge houses.
- Cost for attire, identification cards and providing and affixing the signs must be included in the unit price for mobilization.

Training

1. The training of bridge operators must be accomplished through a training program mutually developed by MDOT and the Contractor. The Contractor must comply with all provisions of the "Bridge Operator Qualifications"(Attachment A-IV) as adopted by MDOT. The training program should include minimum operating procedures for each bridge, and contain information on Coast Guard Regulations, MDOT and Coast Guard authority, and emergency procedures.
2. The Contractor must provide sufficient competent personnel trained as bridge operators in accordance with the Contract. MDOT will train the Contractor's Project Manager in the operations of the bridges.
3. The Contractor will be responsible for all training of the Bridge Operator Candidates (minimum of eight hours Classroom training and additional on-site training on the bridges to be operated). Training must include but not limited to: normal operational procedures, emergency operational procedures, communications procedures for telephone and marine radio, form preparation, and contact procedures. The on-site training must be conducted between 10:00 PM EST and 6:00 AM EST. Openings of the bridges for training purposes must be coordinated to minimize traffic disruption. The Contractor will be responsible for the classroom testing, grading and verification of all other requirements. All training must be conducted by the Contractor's personnel. All classroom and on-site training and materials may be monitored by MDOT. The Contractor's training personnel will be responsible for training and performance testing of all bridge operators. MDOT reserves the right to verify the competency of any Contractor's personnel at any time.
4. The Contractor must implement the final written and operational tests. Final written and operational tests must not be given to any bridge operator candidate unless and until the Contractor has certified in writing to MDOT that the Candidate has received all training that is required by the Contract.

Control of the Work

1. Authority of the Contract Compliance Inspector: All work must be done to the satisfaction of the Contract Compliance Inspector or designated representative who may elect to inspect/observe any work done by the Contractor.



2. Contractor Supervision: The Contractor must provide a Project Manager or a designee, who must be available locally, 24 hours a day, seven days a week, for immediate contact for the purpose of supervising, training, scheduling and coordinating the Contract with the Contract Compliance Inspector. This employee will be MDOT'S contact person for day-to-day operations and emergency situations. The Project Manager may serve as a bridge operator. Should the Contractor elect to utilize pager devices for initial contact, response time of no more than 15 minutes will be expected by telephone. The Contract Compliance Inspector must be advised at all times as to identification and means of contacting the Project Manager. The Contractor's Project Manager or his/her designee must have the authority to take immediate action to correct conditions determined by MDOT to be unsafe or not in compliance with the Contract.
3. MDOT reserves the right to temporarily and/or partially staff the Bascule bridges with State employees in lieu of Contracted employees. At least 28 days notice will be given to the Contractor before replacement of Contract employees. Any cost adjustments to the Contract would be addressed when notice is given for use of State employees.

Inspections

1. Weekly inspection of all shifts must be conducted by the Contractor's Project Manager using the "Contractor Operator's Inspection" form to insure continued compliance with this specification. This form is to be signed, dated as to day and time, and submitted to the Contract Compliance Inspector at the first of each month.
2. MDOT may make inspections at various times, and shifts, using the "Contractor's Operations Inspection" form. The Contractor must immediately resolve any and all discrepancies. Failure to resolve noted discrepancies within five calendar days will result in a determination of non-conformance and assessment of liquidated damages as detailed in Article 2.
3. At the beginning of the Contract the Contractor must inventory the bridges for all the equipment on the "Monthly Equipment Check List" form and sign the form as receiving the equipment. At the first of each month the Contractor must survey this equipment and fill out this form, sign it and submit it to the Contract Compliance Inspector's office. The Contractor must replace any missing or damaged equipment at his cost. If such discrepancies are not resolved within five calendar days and MDOT has to correct the deficient items, the Contractor will be billed for the entire cost incurred by MDOT to correct such items. A determination of non-conformance and assessment of liquidated damages will be added to MDOT'S cost as stated in the General Bridge Operating Contract Specifications.

Record Keeping

1. The Contractor must establish and maintain accurate records, in accordance with generally accepted accounting principles, of all expenses incurred for which payment is sought or made under the Contract. Separate accounts must be established and maintained for all costs incurred under the Contract.
2. The Contractor must also establish and maintain bridge operator's reports, unnecessary bridge openings, Contractor's/operator's inspection logs, equipment checklists, and accident incident reports.

Miscellaneous

1. General: Only materials conforming to the requirements of the attached approved materials list (Attachment A-I) will be used in the work. The Contract Compliance Inspector or a designated representative can reject any material not up to specifications. It will be the Contractor's responsibility to remove and replace all rejected materials. Said rejected material will be taken off the bridge property at once and not used on this project. Costs for removing and replacing rejected materials will be at the Contractor's expense.



2. Custodial Duties/Supplies: The Contractor must furnish all supplies required for routine custodial duties including, but not limited to: changing light bulbs, (including those for the control house, gates and navigational system), toilet paper, brooms, mops, buckets, hoses, towels, cleaning solutions, hand soap, trash cans, trash can liners, de-icing chemical for sidewalks, snow shovels, window squeegees and extensions, etc. A power washer with hose for washing catwalks and railings should be a minimum one and a half Horsepower, 1000 pounds per square inch (PSI) operating pressure, two gallons per minute, 120 volt.
3. Forms: MDOT has attached copies of all needed forms (Attachment A-II) as part of this Contract. The Contractor must supply all other copies needed during the length of the Contract. Completed forms must be legible.
4. Utilities: MDOT will pay utility charges required for the operation of the bridges.
5. Preservation of Property: The Contractor must take reasonable effort to protect MDOT property from damage. Negligence by the Contractor may require payment to correct these damages.
6. Employee Safety: The Contractor must have a safety program in compliance with all safety policies/regulations/standards and practices of MIOSHA. The Contractor must provide all employees, the appropriate personal protective equipment to safely accomplish each task assigned. (a partial list of safety equipment needed at various locations on the bridge sites include life preservers, safety vests, hard hats, safety shoes, safety glasses, latex gloves for cleaning, six foot step ladder).
7. Start-up Conference: The Contract Compliance Inspector in charge of the project will call a conference after the award of the Contract. The purpose of this conference is to review the proposed work, as defined in this Contract, with the Contractor and with others involved.

1.030 Roles and Responsibilities

1.031 Contractor Staff, Roles, and Responsibilities

Personnel

The Contractor must identify personnel requirements by number and skill including names and proposed physical location of executive and professional personnel who would be employed in this project in its work-plan (and must indicate through the use of organizational diagrams and/or narrative statements, the specific functions of each assigned individual with detailed qualifications of employees and assigned to his project), for at least the following:

- Project Manager/Site Supervisor
- Operator Staff

The Contractor must provide a Project Manager, bridge operators, materials, and equipment needed to administer the Contract. The Project Manager must be approved by the Contract Compliance Inspector. The Project Manager must have complete authority over the bridge operators and will be responsible for their removal, discipline, schedule etc. He/she or a designated representative will be the contact person for the Contractor in case of problems, disputes, etc.

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 Section 2.060).

Contractor must be responsible for repair, replacement or cleanup as necessary due to carelessness or negligence on the part of the Contractor and its personnel.

Qualifications of Contractor's Personnel

1. The Contractor must insure that all bridge operators employed meet the Contract requirements. All such employees must have sufficient skill and experience to properly perform the work assigned to them, or the Contract Compliance Inspector may take action as prescribed below.



2. The Contractor must at all times be responsible for the conduct and discipline of its employees. Whenever the Contract Compliance Inspector determines that any person employed by the Contractor is incompetent or acts in an inappropriate manner, such person must, upon notice to the Contractor, be removed from the Contract and must not be re-employed on the Contract without written consent of the Contract Compliance Inspector. Should the Contractor fail to remove such persons, the Contract Compliance Inspector may withhold all payments, which are or may become due, until such determinations are complied with.
3. The Contractor must respond in writing within 10 days to the Contract Compliance Inspector answering any complaints filed by the public, the Coast Guard, or MDOT concerning the conduct of employees or operation of the bridges.
4. The Contractor must comply with the United States Department of Labor Standards Act. Employees working under the Contract must be considered as non-exempt workers and covered by minimum wage, overtime, record-keeping and child labor standards as established by this act. The Contractor must compensate its employees a minimum hourly rate equal to or greater than the current Federal minimum wage.

Supervision

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

1. The Contractor's project manager/site supervisor must be a qualified and trained person whom, on a full time basis and is designated in writing, as the Contractor's representative at the bridges. Any person who functions as an operator is not considered a supervisor.
2. Contractor must exercise all supervisory control and general control over all day-to-day operations of his/her employees, including control over all workers duties. The Contractor must 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 must discipline his/her employees, as needed including firing and hiring.
3. Contractor must maintain a secure environment while servicing the facility. The Contractor must comply with all security regulations and special working conditions as required by the agency:
 - No one is allowed into the facility other than those individuals responsible for performing services.
 - In locations that include a security alarm system, Contractor must also properly set the security alarm when leaving (if applicable).
 - Failure to maintain a secure environment and set the security alarm (where applicable) will result in issuance of a complaint and possible cancellation of the Contract.
 - Any cost incurred from a security service or local police for false alarms caused by failure of the Contractor to properly set the security alarm will be the responsibility of the Contractor.
4. The agency Contract Compliance Inspector (CCI) may require the Contractor to immediately remove any 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.
5. The agency CCI must make final determination of a Contractor's employee's suitability for assignment to a specific location. Problems of this nature will be addressed with the Contractor's management.

1.032 MDOT Roles and Responsibilities

MDOT will arrange for MDOT'S maintenance crew supervisors to train the Contractor's training personnel (instructor) in operating the bridges as described in EXHIBIT B prior to performing the services.

The Contract Compliance Inspector will be responsible for enforcement of the Contractual obligations as defined by the Contract. This person's duties include, but are not limited to, the approval or disapproval of payments to the Contractor and assurance of satisfactory performance of the services. All services must be performed by the Contractor to the satisfaction of the Contract Compliance Inspector and they will decide all questions, difficulties and disputes of any nature whatsoever that may arise under or by reason of the Contract.



MDOT'S Contract Compliance Inspector will be responsible for the general administration of the Contract. Inspection and direction by the Contract Compliance Inspector or their appointed representative or the MDOT will not include direct control of the individual workers and their work. The direct control must be solely the responsibility of the Contractor.

1.040 Project Plan

1.041 Project Plan Management

The Contractor must carry out this project under the direction and control of the specified CCI for the respective locations where services are to be performed.

For each location, a project work plan for managing implementation of the services must be specified and submitted to the CCI for review and approval.

Project management plan must identify methods, tools and processes proposed to oversee the project, address issues and changes as may arise, and keep the appropriate parties apprised of progress.

Contractor must meet with the CCI and other agency or departmental project-leads, on a basis to be established by CCI and the Contractor, but must meet quarterly, at a minimum, for the purpose of reviewing progress and providing necessary guidance to the Contractor in solving problems that arise, and to continuously communicate with the agency/departmental project-lead.

Contractor's Work Plan, which must be approved prior to commencement of work, must include the following:

1. Equipment List - indicating description, age, manufacturer, model and serial number of each piece. Equipment must meet or exceed all requirements defined under "Equipment Requirements" in this document. All equipment must be in the Contractor's possession, available for use and fully operational, prior to Contract award.
2. Schedule Of Operations - personnel expected to complete work on the Contract.
3. Name(s) of supervisors – 24-hour contact telephone numbers and best contact times.
4. Equipment failure **WILL NOT** constitute an acceptable reason for failure to provide service. Adjustments to providing this service, including any weather-related deviations, must be approved by the CCI or designated representative.
5. Proof of Insurance as defined in the Standard Terms and Conditions in Article 2 of this document must be provided to Procurement **prior** to Contract award.
6. Any misrepresentation by the Contractor of its ability to perform the work described in this Contract can be grounds for immediate Contract termination.

Annual Service Review and Progress Meeting

1. The CCI may request an audit of the services provided each year under the specifications, terms, and conditions of the Contract. The audit will be a joint activity of MDOT and Procurement.
2. An unsatisfactory audit may result in cancellation of the Contract under the terms of the Cancellation Clause in the Contract. Further, should the Contract be cancelled for cause, the Contractor so cancelled will not be allowed to participate in request(s) for continuation of this service.
3. The audit will consist of an evaluation of the total service quality, including responsiveness, timeliness of required reporting, and any other specifics as required under the terms of the Contract. The results of the audit along with Contract recommendations will be published by Procurement and distributed to the respective Agency(s).
4. 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, his/her copy of the audit. This meeting will provide an opportunity for the Contractor to present his/her reactions to audit recommendations, including but not limited to:



- Timely and accurate submission of invoices
- Implementation and adherence to contractor's safety plan
- Quality of safety and operations training
- Emergency response, and MDOT/City of Bay City notification procedures
- Timeliness of adjustments based on MDOT/City of Bay City comments
- Coordination with MDOT/City of Bay City maintenance activities
- Maintaining cleanly facilities

1.042 Reports

MDOT will provide the following forms to be used by the Contractor during operations:

- Bridge Operator's Report
- Unnecessary Bridge Openings
- Contractor/Operator's Inspection
- Equipment Check List
- Accident Incident

1.050 Acceptance

1.051 Criteria

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

- The Contract Compliance Inspector will conduct inspections for all specifications identified in the Contract and will provide performance evaluations to the Contractor noting any deficiencies. The Contract Compliance Inspector (or his/her appointed representative) will make the final determination as to whether any task has been satisfactorily performed.
- The Contract Compliance Inspector will also maintain a record comprised of complaints from agency or departmental staff and provide record of this to the Contractor; this record will identify the areas requiring special attention on that day, which must to be completed by Contractor within eight hours of its receipt.
- Contractor must remain responsible to make any necessary changes if the Contract Compliance Inspector determines that any task has not been performed adequately or satisfactorily. Contractor must correct the deficiency within 24 hours from notice of the deficiency, or sooner depending on the severity of the task.
- Should the Contractor fail to correct specification deficiencies, a Complaint to Vendor (Vendor Performance form) will be filed by the Contract Compliance Inspector. Repeated failure to correct specification deficiencies resulting in issuance of subsequent Complaint to Vendor (Vendor Performance form) may result in cancellation of the Contract.

1.052 Final Acceptance – Deleted/Not Applicable



1.060 Proposal Pricing

1.061 Proposal Pricing

For authorized Services and Price List, see Exhibit A.

1.062 Price Term

The Contractor must submit monthly billings on the Contractor's letterhead for a lump sum payment for the services performed during the prior month billing period. The monthly billing period is defined to be from the sixteenth day of a month to the fifteenth day of the following month. In the event that the date of execution of the Contract falls within a billing period, the Contractor will be reimbursed on a prorated basis for the billing period assuming a 30 day billing period.

The Contractor will also be paid a mobilization fee each year at the beginning of the Navigation Season.

Mobilization is defined as a summary of all costs for annual start-up including, but not limited to, training, relocation expenses (if applicable), purchase of custodial supplies, equipment, safety equipment, clothing, materials, insurance, office overhead, and supplies, etc.

Prices quoted are firm for the entire length of the Contract.

1.063 Tax Excluded from Price

(a) Sales Tax: For purchases made directly by the State, the State is exempt from State and Local Sales Tax. Prices must not include the taxes. Exemption Certificates for State Sales Tax will be furnished 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, prices must not include the Federal Excise Tax.

1.064 Holdback – Deleted/Not Applicable

1.070 Additional Requirements

1.071 Additional Terms and Conditions specific to this Contract – Deleted/Not Applicable



Article 2, Terms and Conditions

2.000 Contract Structure and Term

2.001 Contract Term

The Contract is for a period of two navigation seasons beginning February 21, 2012, through December 31, 2013. All outstanding Purchase Orders must also expire upon the termination (cancellation for any of the reasons listed in **Section 2.150**) of the Contract, unless otherwise extended under the Contract. Absent an early termination for any reason, Purchase Orders issued but not expired, by the end of the Contract's stated term, will remain in effect for the balance of the fiscal year for which they were issued.

The Contractor may commence the performance of the services upon receipt of a notice to proceed from MDOT. Any change in scope or character of the services, compensation, or term of the Contract shall be by the execution of a prior written amendment to the Contract by the parties hereto.

2.002 Options to Renew

MDOT reserves the right to renew the Contract for two additional one-year periods provided pricing, along with terms and conditions of the first contract remain in effect for additional renewal periods. Both parties must mutually agree to the renewal.

2.003 Legal Effect

Contractor must show acceptance of the Contract by signing two copies of the Contract and returning them to the Contract Compliance Inspector. The Contractor must not proceed with the performance of the work to be done under the Contract, including the purchase of necessary materials, until both parties have signed the Contract to show acceptance of its terms, and the Contractor receives a Contract release/purchase order that authorizes and defines specific performance requirements.

Except as otherwise agreed in writing by the parties, the State assumes no liability for costs incurred by Contractor or payment under the Contract, until Contractor is notified in writing that the Contract (or Change Order) has been approved by the State Administrative Board (if required), approved and signed by all the parties, and a Purchase Order against the Contract has been issued.

2.004 Attachments & Exhibits

All Attachments and Exhibits affixed to any and all Statement(s) of Work, or appended to or referencing the Contract, are incorporated in their entirety and form part of the Contract.

2.005 Ordering

The State will issue a written Purchase Order, Blanket Purchase Order, Direct Voucher or Procurement Card Order, which must be approved by the Contract Compliance Inspector or the Contract Compliance Inspector's designee, to order any Services/Deliverables under the Contract. All orders are subject to the terms and conditions of the Contract. No additional terms and conditions contained on either a Purchase Order or Blanket Purchase Order apply unless they are also specifically contained in that Purchase Order's or Blanket Purchase Order's accompanying Statement of Work. Exact quantities to be purchased are unknown, however, the Contractor must furnish all such materials and services as may be ordered during the Contract period. Quantities specified, if any, are estimates based on prior purchases, and the State is not obligated to purchase in these or any other quantities.

2.006 Order of Precedence

(a) The Contract, including any Statements of Work and Exhibits, to the extent not contrary to the Contract, each of which is incorporated for all purposes, constitutes the entire agreement between the parties with respect to the subject matter and supersedes all prior agreements, whether written or oral, with respect to the subject matter and as additional terms and conditions on the purchase order must apply as limited by **Section 2.005**.

(b) In the event of any inconsistency between the terms of the Contract and a Statement of Work, the terms of the Statement of Work will take precedence (as to that Statement of Work only); provided, however, that a Statement of Work may not modify or amend the terms of the Contract, which may be modified or amended only by a formal Contract amendment.



2.007 Headings

Captions and headings used in the Contract are for information and organization purposes. Captions and headings, including inaccurate references, do not, in any way, define or limit the requirements or terms and conditions of the Contract.

2.008 Form, Function & Utility

If the Contract is for use of more than one State agency and if the Deliverable/Service does not meet the form, function, and utility required by that State agency, that agency may, subject to State purchasing policies, procure the Deliverable/Service from another source.

2.009 Reformation and Severability

Each provision of the Contract is severable from all other provisions of the Contract and, if one or more of the provisions of the Contract is declared invalid, the remaining provisions of the Contract remain in full force and effect.

2.010 Consents and Approvals

Except as expressly provided otherwise in the Contract, if either party requires the consent or approval of the other party for the taking of any action under the Contract, the consent or approval must be in writing and must not be unreasonably withheld or delayed.

2.011 No Waiver of Default

If a party fails to insist upon strict adherence to any term of the Contract then the party has not waived the right to later insist upon strict adherence to that term, or any other term, of the Contract.

2.012 Survival

Any provisions of the Contract that impose continuing obligations on the parties, including without limitation the parties' respective warranty, indemnity and confidentiality obligations, survive the expiration or termination of the Contract for any reason. Specific references to survival in the Contract are solely for identification purposes and not meant to limit or prevent the survival of any other section.

2.020 Contract Administration

2.021 Issuing Office

The Contract is issued by the Department of Technology Management and Budget, Procurement and MDOT (collectively, including all other relevant State of Michigan departments and agencies, the "State"). Procurement is the sole point of contact in the State with regard to all procurement and contractual matters relating to the Contract. Procurement **is the only State office authorized to change, modify, amend, alter or clarify the prices, specifications, terms and conditions of the Contract.** The Contractor Administrator within Procurement for the Contract is:

Angela Buren, Buyer
Procurement
Department of Technology Management and Budget
Mason Bldg., 2nd Floor
PO Box 30026, Lansing, MI 48909
burena@michigan.gov
517-373-0325

2.022 Contract Compliance Inspector

After DTMB-Procurement receives the properly executed Contract, it is anticipated that the Director of Procurement, in consultation with MDOT, will direct the person named below, or any other person so designated, to monitor and coordinate the activities for the Contract on a day-to-day basis during its term. However, monitoring of the Contract implies **no authority to change, modify, clarify, amend, or otherwise alter the prices, terms, conditions and specifications of the Contract as that authority is retained by DTMB Procurement.** The CCI for the Contract is:



Bay City TSC
 Michigan Department of Transportation
 Attn: Danny Senske
 2590 Wilder Road
 Bay City, MI 48706
SenskeD@michigan.gov
 989-671-1535, EXT 302

2.023 Project Manager – Deleted/Not Applicable

2.024 Change Requests

The State reserves the right to request, from time to time, any changes to the requirements and specifications of the Contract and the work to be performed by the Contractor under the Contract. During the course of ordinary business, it may become necessary for the State to discontinue certain business practices or create Additional Services/Deliverables. At a minimum, to the extent applicable, the State would like the Contractor to provide a detailed outline of all work to be done, including tasks necessary to accomplish the services/deliverables, timeframes, listing of key personnel assigned, estimated hours for each individual per task, and a complete and detailed cost justification.

If the Contractor does not so notify the State, the Contractor has no right to claim thereafter that it is entitled to additional compensation for performing that service or providing that deliverable.

Change Requests:

- (a) By giving Contractor written notice within a reasonable time, the State must be entitled to accept a Contractor proposal for Change, to reject it, or to reach another agreement with Contractor. Should the parties agree on carrying out a Change, a written Contract Change Notice must be prepared and issued under the Contract, describing the Change and its effects on the Services and any affected components of the Contract (a "Contract Change Notice").
- (b) No proposed Change may be performed until the proposed Change has been specified in a duly executed Contract Change Notice issued by the DTMB-Procurement.
- (c) If the State requests or directs the Contractor to perform any activities that Contractor believes constitute a Change, the Contractor must notify the State that it believes the requested activities are a Change before beginning to work on the requested activities. If the Contractor fails to notify the State before beginning to work on the requested activities, then the Contractor waives any right to assert any claim for additional compensation or time for performing the requested activities. If the Contractor commences performing work outside the scope of the 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 the Contract.

2.025 Notices

Any notice given to a party under the Contract must be deemed effective, if addressed to the State contact as noted in Section 2.021 and the Contractor's contact as noted on the cover page of the contract, upon: (i) delivery, if hand delivered; (ii) receipt of a confirmed transmission by facsimile if a copy of the notice is sent by another means specified in this Section; (iii) the third Business Day after being sent by U.S. mail, postage pre-paid, return receipt requested; or (iv) the next Business Day after being sent by a nationally recognized overnight express courier with a reliable tracking system.

Either party may change its address where notices are to be sent by giving notice according to this Section.

2.026 Binding Commitments

Representatives of Contractor must have the authority to make binding commitments on Contractor's behalf within the bounds set forth in the Contract. Contractor may change the representatives from time to time upon written notice.

2.027 Relationship of the Parties

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

**2.028 Covenant of Good Faith**

Each party must act reasonably and in good faith. Unless stated otherwise in the Contract, the parties must not unreasonably delay, condition, or withhold the giving of any consent, decision, or approval that is either requested or reasonably required of them in order for the other party to perform its responsibilities under the Contract.

2.029 Assignments

(a) Neither party may assign the Contract, or assign or delegate any of its duties or obligations under the Contract, to any other party (whether by operation of law or otherwise), without the prior written consent of the other party; provided, however, that the State may assign the Contract to any other State agency, department, division or department without the prior consent of Contractor and Contractor may assign the Contract to an affiliate so long as the affiliate is adequately capitalized and can provide adequate assurances that the affiliate can perform the requirements of the Contract. The State may withhold consent from proposed assignments, subcontracts, or novations when the transfer of responsibility would operate to decrease the State's likelihood of receiving performance on the Contract or the State's ability to recover damages.

(b) Contractor may not, without the prior written approval of the State, assign its right to receive payments due under the Contract. If the State permits an assignment, the Contractor is not relieved of its responsibility to perform any of its contractual duties, and the requirement under the Contract that all payments must be made to one (1) entity continues.

(c) If the Contractor intends to assign the Contract or any of the Contractor's rights or duties under the Contract, the Contractor must notify the State in writing at least 90 days before the assignment. The Contractor also must provide the State with adequate information about the assignee within a reasonable amount of time before the assignment for the State to determine whether to approve the assignment.

2.030 General Provisions**2.031 Media Releases**

News releases (including promotional literature and commercial advertisements) pertaining to the RFP and Contract or project to which it relates must not be made without prior written State approval, and then only in accordance with the explicit written instructions from the State. No results of the activities associated with the RFP and Contract are to be released without prior written approval of the State and then only to persons designated.

2.032 Contract Distribution

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

2.033 Permits

Contractor must obtain and pay any associated costs for all required governmental permits, licenses and approvals for the delivery, installation and performance of the Services. The State must pay for all costs and expenses incurred in obtaining and maintaining any necessary easements or right of way.

2.034 Website Incorporation

The State is not bound by any content on the Contractor's website, even if the Contractor's documentation specifically referenced that content and attempts to incorporate it into any other communication, unless the State has actual knowledge of the content and has expressly agreed to be bound by it in a writing that has been manually signed by an authorized representative of the State.

2.035 Future Bidding Preclusion

Contractor acknowledges that, to the extent the Contract involves the creation, research, investigation or generation of a future RFP, it may be precluded from bidding on the subsequent RFP. The State reserves the right to disqualify any bidder if the State determines that the bidder has used its position (whether as an incumbent Contractor, or as a Contractor hired to assist with the RFP development, or as a Vendor offering free assistance) to gain a competitive advantage on the RFP.

2.036 Freedom of Information

All information in any proposal submitted to the State by Contractor and the Contract is subject to the provisions of the Michigan Freedom of Information Act, 1976 PA 442, MCL 15.231, et seq (the "FOIA").



2.037 Disaster Recovery

Contractor and the State recognize that the State provides essential services in times of natural or man-made disasters. Therefore, except as so mandated by Federal disaster response requirements, Contractor personnel dedicated to providing Services/Deliverables under the Contract must provide the State with priority service for repair and work around in the event of a natural or man-made disaster.

2.040 Financial Provisions

2.041 Fixed Prices for Services/Deliverables

Each Statement of Work or Purchase Order issued under the Contract must specify (or indicate by reference to the appropriate Contract Exhibit) the firm, fixed prices for all Services/Deliverables, and the associated payment milestones and payment amounts. The State may make progress payments to the Contractor when requested as work progresses, but not more frequently than monthly, in amounts approved by the Contract Compliance Inspector, after negotiation. Contractor must show verification of measurable progress at the time of requesting progress payments.

2.042 Adjustments for Reductions in Scope of Services/Deliverables

If the scope of the Services/Deliverables under any Statement of Work issued under the Contract is subsequently reduced by the State, the parties must negotiate an equitable reduction in Contractor's charges under such Statement of Work commensurate with the reduction in scope.

2.043 Services/Deliverables Covered

For all Services/Deliverables to be provided by Contractor (and its Subcontractors, if any) under the Contract, the State must not be obligated to pay any amounts in addition to the charges specified in the Contract.

2.044 Invoicing and Payment – In General

- (a) Each Statement of Work issued under the Contract must list (or indicate by reference to the appropriate Contract Exhibit) the prices for all Services/Deliverables, equipment and commodities to be provided, and the associated payment milestones and payment amounts.
- (b) Each Contractor invoice must show details as to charges by Service/Deliverable component and location at a level of detail reasonably necessary to satisfy the State's accounting and charge-back requirements. Invoices for Services performed on a time and materials basis must show, for each individual, the number of hours of Services performed during the billing period, the billable skill/labor category for such person and the applicable hourly billing rate. Prompt payment by the State is contingent on the Contractor's invoices showing the amount owed by the State minus any holdback amount to be retained by the State in accordance with **Section 1.064**.
- (c) Correct 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, provided the State determines that the invoice was properly rendered.
- (d) All invoices should reflect actual work done on a monthly basis. Specific details of invoices and payments will be agreed upon between the CCI and the Contractor after the proposed Contract Agreement has been signed and accepted by both the Contractor and the Director of Procurement, Department of Management & Budget. This activity will occur only upon the specific written direction from Procurement.

The specific payment schedule for any Contract(s) entered into, as the State and the Contractor(s) must mutually agree upon. The schedule must show payment amount and must reflect actual work done by the payment dates, less any penalty cost charges accrued by those dates. As a general policy, statements must be forwarded to the designated representative by the 15th day of the following month.

The State may make progress payments to the Contractor when requested as work progresses, but not more frequently than monthly, in amounts approved by the CCI, after negotiation. Contractor must show verification of measurable progress at the time of requesting progress payments.

2.045 Pro-ration

To the extent there are any Services that are to be paid for on a monthly basis, the cost of such Services must be pro-rated for any partial month.

**2.046 Antitrust Assignment**

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

2.047 Final Payment

The making of final payment by the State to Contractor does not constitute a waiver by either party of any rights or other claims as to the other party's continuing obligations under the Contract, nor will it constitute a waiver of any claims by one (1) party against the other arising from unsettled claims or failure by a party to comply with the Contract, including claims for Services and Deliverables not reasonably known until after acceptance to be defective or substandard. Contractor's acceptance of final payment by the State under the Contract must constitute a waiver of all claims by Contractor against the State for payment under the Contract, other than those claims previously filed in writing on a timely basis and still unsettled.

2.048 Electronic Payment Requirement

Electronic transfer of funds is required for payments on State contracts. The Contractor must register with the State electronically at <http://www.cpexpress.state.mi.us>. As stated in 1984 PA 431, all contracts that the State enters into for the purchase of goods and services must provide that payment will be made by Electronic Fund Transfer (EFT).

2.050 Taxes**2.051 Employment Taxes**

Contractors are expected to collect and pay all applicable federal, state, and local employment taxes.

2.052 Sales and Use Taxes

Contractors are required to be registered and to remit sales and use taxes on taxable sales of tangible personal property or services delivered into the State. Contractors that lack sufficient presence in Michigan to be required to register and pay tax must do so as a volunteer. This requirement extends to: (1) all members of any controlled group as defined in § 1563(a) of the Internal Revenue Code and applicable regulations of which the company is a member, and (2) all organizations under common control as defined in § 414(c) of the Internal Revenue Code and applicable regulations of which the company is a member that make sales at retail for delivery into the State are registered with the State for the collection and remittance of sales and use taxes. In applying treasury regulations defining "two (2) or more trades or businesses under common control" the term "organization" means sole proprietorship, a partnership (as defined in § 701(a)(2) of the Internal Revenue Code), a trust, an estate, a corporation, or a limited liability company.

2.060 Contract Management**2.061 Contractor Personnel Qualifications**

All persons assigned by Contractor to the performance of Services under the Contract must be employees of Contractor or its majority-owned (directly or indirectly, at any tier) subsidiaries (or a State-approved Subcontractor) and must be fully qualified to perform the work assigned to them. Contractor must include a similar provision in any subcontract entered into with a Subcontractor. For the purposes of the Contract, independent contractors engaged by Contractor solely in a staff augmentation role must be treated by the State as if they were employees of Contractor for the Contract only; however, the State understands that the relationship between Contractor and Subcontractor is an independent contractor relationship.

2.062 Contractor Key Personnel

(a) The Contractor must provide the CCI with the names of the Key Personnel.

(b) Key Personnel must be dedicated as defined in the Statement of Work to the Project for its duration in the applicable Statement of Work with respect to other individuals designated as Key Personnel for that Statement of Work.

(c) The State reserves the right to recommend and approve in writing the initial assignment, as well as any proposed reassignment or replacement, of any Key Personnel. Before assigning an individual to any Key Personnel position, Contractor must notify the State of the proposed assignment, must introduce the individual to the appropriate State representatives, and must provide the State with a resume and any other information about the individual reasonably requested by the State. The State reserves the right to interview the individual before granting written approval. In the event the State finds a proposed individual unacceptable, the State must provide a written explanation including reasonable detail outlining the reasons for the rejection.



(d) Contractor must not remove any Key Personnel from their assigned roles on the Contract without the prior written consent of the State. The Contractor's removal of Key Personnel without the prior written consent of the State is an unauthorized removal ("Unauthorized Removal"). Unauthorized Removals does not include replacing Key Personnel for reasons beyond the reasonable control of Contractor, including illness, disability, leave of absence, personal emergency circumstances, resignation, or for cause termination of the Key Personnel's employment. Unauthorized Removals does not include replacing Key Personnel because of promotions or other job movements allowed by Contractor personnel policies or Collective Bargaining Agreement(s) as long as the State receives prior written notice before shadowing occurs and Contractor provides 30 days of shadowing unless parties agree to a different time period. The Contractor with the State must review any Key Personnel replacements and appropriate transition planning must be established. Any Unauthorized Removal may be considered by the State to be a material breach of the Contract, in respect of which the State may elect to exercise its termination and cancellation rights.

(e) The Contractor must notify the Contract Compliance Inspector and the Contract Compliance Inspector at least 10 business days before redeploying non-Key Personnel, who are dedicated to primarily to the Project, to other projects. If the State does not object to the redeployment by its scheduled date, the Contractor may then redeploy the non-Key Personnel.

2.063 Re-assignment of Personnel at the State's Request

The State reserves the right to require the removal from the Project of Contractor personnel found, in the judgment of the State, to be unacceptable. The State's request must be written with reasonable detail outlining the reasons for the removal request. Additionally, the State's request must be based on legitimate, good-faith reasons. Replacement personnel for the removed person 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 by the State's required removal. If any incident with removed personnel results in delay not reasonably anticipatable under the circumstances and which is attributable to the State, the applicable SLAs for the affected Service will not be counted for a time as agreed to by the parties.

2.064 Contractor Personnel Location

All staff assigned by Contractor to work on the Contract must perform their duties either primarily at Contractor's offices and facilities or at State facilities. Without limiting the generality of the foregoing, Key Personnel must, at a minimum, spend at least the amount of time on-site at State facilities as indicated in the applicable Statement of Work. Subject to availability, selected Contractor personnel may be assigned office space to be shared with State personnel.

2.065 Contractor Identification

Contractor employees must be clearly identifiable while on State property by wearing a State-issued badge, as required. Contractor employees are required to clearly identify themselves and the company they work for whenever making contact with State personnel by telephone or other means.

2.066 Cooperation with Third Parties

Contractor must cause its personnel and the personnel of any Subcontractors to cooperate with the State and its agents and other contractors including the State's Quality Assurance personnel. As reasonably requested by the State in writing, the Contractor must provide to the State's agents and other contractors reasonable access to Contractor's Project personnel, systems and facilities to the extent the access relates to activities specifically associated with the Contract and will not interfere or jeopardize the safety or operation of the systems or facilities. The State acknowledges that Contractor's time schedule for the Contract is very specific and must not unnecessarily or unreasonably interfere with, delay, or otherwise impede Contractor's performance under the Contract with the requests for access.

2.067 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 the Contract in the same condition as when provided by the State, reasonable wear and tear excepted.

2.068 Contract Management Responsibilities

The Contractor must assume responsibility for all contractual activities, whether or not that Contractor performs them. Further, the State considers the Contractor to be the sole point of contact with regard to contractual matters, including payment of any and all charges resulting from the anticipated Contract. If any part of the work is to be subcontracted, the Contract must include a list of Subcontractors, including firm name and address, contact person and a complete description of work to be subcontracted. The State reserves the right to approve Subcontractors and to require the Contractor to replace Subcontractors found to be unacceptable. The Contractor is totally responsible for adherence by the Subcontractor to all provisions of the Contract. Any change in Subcontractors must be approved by the State, in writing, prior to such change.



2.070 Subcontracting by Contractor

2.071 Contractor Full Responsibility

Contractor has full responsibility for the successful performance and completion of all of the Services and Deliverables. The State will consider Contractor to be the sole point of contact with regard to all contractual matters under the Contract, including payment of any and all charges for Services and Deliverables.

2.072 State Consent to Delegation

Contractor must not delegate any duties under the Contract to a Subcontractor unless the DTMB-Procurement has given written consent to such delegation. The State reserves the right of prior written approval of all Subcontractors and to require Contractor to replace any Subcontractors found, in the reasonable judgment of the State, to be unacceptable. The State's request must be written with reasonable detail outlining the reasons for the removal request. Additionally, the State's request must be based on legitimate, good-faith reasons. Replacement Subcontractor(s) for the removed Subcontractor must be fully qualified for the position. If the State exercises this right, and the Contractor cannot immediately replace the removed Subcontractor, the State will agree to an equitable adjustment in schedule or other terms that may be affected by the State's required removal. If any such incident with a removed Subcontractor results in delay not reasonable anticipatable under the circumstances and which is attributable to the State, the applicable SLA for the affected Work will not be counted for a time agreed upon by the parties.

2.073 Subcontractor Bound to Contract

In any subcontracts entered into by Contractor for the performance of the Services, Contractor must require the Subcontractor, to the extent of the Services to be performed by the Subcontractor, to be bound to Contractor by the terms of the Contract and to assume toward Contractor all of the obligations and responsibilities that Contractor, by the Contract, assumes toward the State. The State reserves the right to receive copies of and review all subcontracts, although Contractor may delete or mask any proprietary information, including pricing, contained in such contracts before providing them to the State. The management of any Subcontractor is the responsibility of Contractor, and Contractor must remain responsible for the performance of its Subcontractors to the same extent as if Contractor had not subcontracted such performance. Contractor must make all payments to Subcontractors or suppliers of Contractor. Except as otherwise agreed in writing by the State and Contractor, the State will not be obligated to direct payments for the Services other than to Contractor. The State's written approval of any Subcontractor engaged by Contractor to perform any obligation under the Contract will not relieve Contractor of any obligations or performance required under the Contract.

2.074 Flow Down

Except where specifically approved in writing by the State on a case-by-case basis, Contractor must flow down the obligations in **Sections 2.031, 2.060, 2.100, 2.110, 2.120, 2.130, 2.200** in all of its agreements with any Subcontractors.

2.075 Competitive Selection

The Contractor must select Subcontractors (including suppliers) on a competitive basis to the maximum practical extent consistent with the objectives and requirements of the Contract.

2.080 State Responsibilities

2.081 Equipment

The State must provide only the equipment and resources identified in the Statements of Work and other Contract Exhibits.

2.082 Facilities

The State must designate space as long as it is available and as provided in the Statement of Work, to house the Contractor's personnel whom the parties agree will perform the Services/Deliverables at State facilities (collectively, the "State Facilities"). The Contractor must have reasonable access to, and, unless agreed otherwise by the parties in writing, must observe and comply with all rules and regulations relating to each of the State Facilities (including hours of operation) used by the Contractor in the course of providing the Services. Contractor must not, without the prior written consent of the State, use any State Facilities or access any State information systems provided for the Contractor's use, or to which the Contractor otherwise gains access in the course of performing the Services, for any purpose other than providing the Services to the State.



2.090 Security

2.091 Background Checks

On a case-by-case basis, the State may investigate the Contractor's personnel before they may have 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 Contractor personnel eligibility for working within State facilities and systems. The investigations will include Michigan State Police Background checks (ICHAT) and may include the National Crime Information Center (NCIC) Finger Prints. Proposed Contractor personnel may be required to complete and submit an RI-8 Fingerprint Card for the NCIC Finger Print Check. Any request for background checks will be initiated by the State and will be reasonably related to the type of work requested.

All Contractor personnel must comply with the State's security and acceptable use policies for State IT equipment and resources. See <http://www.michigan.gov/dit>. Furthermore, Contractor personnel must agree to the State's security and acceptable use policies before the Contractor personnel will be accepted as a resource to perform work for the State. The Contractor must present these documents to the prospective employee before the Contractor presents the individual to the State as a proposed resource. Contractor staff must comply with all Physical Security procedures in place within the facilities where they are working.

2.092 Security Breach Notification

If the Contractor breaches this Section, the Contractor must (i) promptly cure any deficiencies 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 use or disclosure. Contractor must report to the State, in writing, any use or disclosure of Confidential Information, whether suspected or actual, other than as provided for by the Contract within 10 days of becoming aware of the use or disclosure or the shorter time period as is reasonable under the circumstances.

2.093 PCI Data Security Requirements - Deleted, Not Applicable

2.100 Confidentiality

2.101 Confidentiality

Contractor and the State each acknowledge that the other possesses, and will continue to possess, confidential information that has been developed or received by it. As used in this Section, "Confidential Information" of Contractor must mean all non-public proprietary information of Contractor (other than Confidential Information of the State as defined below) which is marked confidential, restricted, proprietary, or with a similar designation. "Confidential Information" of the State must mean any information which is retained in confidence by the State (or otherwise required to be held in confidence by the State under applicable federal, state and local laws and regulations) or which, in the case of tangible materials provided to Contractor by the State under its performance under the Contract, is marked as confidential, proprietary, or with a similar designation by the State. "Confidential Information" excludes any information (including the Contract) that is publicly available under the Michigan FOIA.

2.102 Protection and Destruction of Confidential Information

The State and Contractor must each use at least the same degree of care to prevent disclosing to third parties the Confidential Information of the other as it employs to avoid unauthorized disclosure, publication, or dissemination of its own confidential information of like character, but in no event less than reasonable care. Neither Contractor nor the State will (i) make any use of the Confidential Information of the other except as contemplated by the Contract, (ii) acquire any right 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 to the other party. Each party must limit disclosure of the other party's Confidential Information to employees and Subcontractors who must have access to fulfill the purposes of the Contract. Disclosure to, and use by, a Subcontractor is permissible where (A) use of a Subcontractor is authorized under the Contract, (B) the disclosure is necessary or otherwise naturally occurs in connection with work that is within the Subcontractor's scope of responsibility, and (C) Contractor obligates the Subcontractor in a written Contract to maintain the State's Confidential Information in confidence. At the State's request, any employee of Contractor and of any Subcontractor having access or continued access to the State's Confidential Information may be required to execute an acknowledgment that the employee has been advised of Contractor's and the Subcontractor's obligations under this Section and of the employee's obligation to Contractor or Subcontractor, as the case may be, to protect the Confidential Information from unauthorized use or disclosure.



Promptly upon termination or cancellation of the Contract for any reason, Contractor must certify to the State that Contractor has destroyed all State Confidential Information.

2.103 Exclusions

Notwithstanding the foregoing, the provisions of **Section 2.100** will not apply to any particular information which the State or Contractor can demonstrate (i) was, at the time of disclosure to it, in the public domain; (ii) after disclosure to it, is published or otherwise becomes part of the public domain through no fault of the receiving party; (iii) was in the possession of the receiving party at the time of disclosure to it without an obligation of confidentiality; (iv) was received after disclosure to it from a third party who had a lawful right to disclose the information to it without any obligation to restrict its further disclosure; or (v) was independently developed by the receiving party without reference to Confidential Information of the furnishing party. Further, the provisions of **Section 2.100** will not apply to any particular Confidential Information to the extent the receiving party is required by law to disclose the 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.

2.104 No Implied Rights

Nothing contained in this Section must be construed as obligating a party to disclose any particular Confidential Information to the other party, or as granting to or conferring on a party, expressly or impliedly, any right or license to the Confidential Information of the other party.

2.105 Respective Obligations

The parties' respective obligations under this Section must survive the termination or expiration of the Contract for any reason.

2.110 Records and Inspections

2.111 Inspection of Work Performed

The State's authorized representatives must at all reasonable times and with 10 days prior written request, have the right to enter Contractor's premises, or any other places, where the Services are being performed, and must have access, upon reasonable request, to interim drafts of Deliverables or work-in-progress. Upon 10 Days prior written notice and at all reasonable times, the State's representatives must be allowed to inspect, monitor, or otherwise evaluate the work being performed and to the extent that the access will not reasonably interfere or jeopardize the safety or operation of the systems or facilities. Contractor must provide all reasonable facilities and assistance for the State's representatives.

2.112 Examination of Records

For seven (7) years after the Contractor provides any work under the Contract (the "Audit Period"), the State may examine and copy any of Contractor's books, records, documents and papers pertinent to establishing Contractor's compliance with the Contract and with applicable laws and rules. The State must notify the Contractor 20 days before examining the Contractor's books and records. The State does not have the right to review any information deemed confidential by the Contractor to the extent access would require the confidential information to become publicly available. This provision also applies to the books, records, accounts, documents and papers, in print or electronic form, of any parent, affiliated or subsidiary organization of Contractor, or any Subcontractor of Contractor performing services in connection with the Contract.

2.113 Retention of Records

Contractor must maintain at least until the end of the Audit Period, all pertinent financial and accounting records (including time sheets and payroll records, information pertaining to the Contract, and to the Services, equipment, and commodities provided under the Contract) pertaining to the Contract according to generally accepted accounting principles and other procedures specified in this Section. Financial and accounting records must be made available, upon request, to the State at any time during the Audit Period. If an audit, litigation, or other action involving Contractor's records is initiated before the end of the Audit Period, the records must be retained 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.

2.114 Audit Resolution

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



2.115 Errors

- (a) If the audit demonstrates any errors in the documents provided to the State, then the amount in error must be reflected as a credit or debit on the next invoice and in subsequent invoices until the amount is paid or refunded in full. However, a credit or debit may not be carried for more than four invoices. If a balance remains after four (4) invoices, then the remaining amount will be due as a payment or refund within 45 days of the last quarterly invoice that the balance appeared on or termination of the Contract, whichever is earlier.
- (b) In addition to other available remedies, the difference between the payment received and the correct payment amount is greater than 10%, then the Contractor must pay all of the reasonable costs of the audit.

2.120 Warranties

2.121 Warranties and Representations

The Contractor represents and warrants:

- (a) It is capable in all respects of fulfilling and must fulfill all of its obligations under the Contract. The performance of all obligations under the Contract must be provided in a timely, professional, and workman-like manner and must meet the performance and operational standards required under the Contract.
- (b) The Contract Appendices, Attachments and Exhibits identify the equipment and software and services necessary for the Deliverable(s) to perform and Services to operate in compliance with the Contract's requirements and other standards of performance.
- (c) It is the lawful owner or licensee of any Deliverable licensed or sold to the State by Contractor or developed by Contractor under the Contract, and Contractor has all of the rights necessary to convey to the State the ownership rights or licensed use, as applicable, of any and all Deliverables. None of the Deliverables provided by Contractor to the State under the Contract, nor their use by the State, will infringe the patent, copyright, trade secret, or other proprietary rights of any third party.
- (d) If, under the Contract, Contractor procures any equipment, software or other Deliverable for the State (including equipment, software and other Deliverables manufactured, re-marketed or otherwise sold by Contractor under Contractor's name), then in addition to Contractor's other responsibilities with respect to the items in the Contract, Contractor must assign or otherwise transfer to the State or its designees, or afford the State the benefits of, any manufacturer's warranty for the Deliverable.
- (e) The Contract signatory has the power and authority, including any necessary corporate authorizations, necessary to enter into the Contract, on behalf of Contractor.
- (f) It is qualified and registered to transact business in all locations where required.
- (g) Neither the Contractor nor any affiliates, nor any employee of either, has, must have, or must acquire, any contractual, financial, business, or other interest, direct or indirect, that would conflict in any manner or degree with Contractor's performance of its duties and responsibilities to the State under the Contract or otherwise create an appearance of impropriety with respect to the award or performance of this Agreement. Contractor must notify the State about the nature of the conflict or appearance of impropriety within two days of learning about it.
- (h) If any of the certifications, representations, or disclosures made in the Contractor's original bid response change after the Contract start date, the Contractor must report those changes immediately to DTMB-Procurement.

2.122 Warranty of Merchantability – Deleted/Not Applicable

2.123 Warranty of Fitness for a Particular Purpose – Deleted/Not Applicable

2.124 Warranty of Title – Deleted/Not Applicable

2.125 Equipment Warranty – Deleted/Not Applicable

2.126 Equipment to be New – Deleted/Not Applicable



2.127 Prohibited Products – Deleted/Not Applicable

2.128 Consequences for Breach

In addition to any remedies available in law, if the Contractor breaches any of the warranties contained in this section, the breach may be considered as a default in the performance of a material obligation of the Contract.

2.130 Insurance

2.131 Liability Insurance

The Contractor must provide proof of the minimum levels of insurance coverage as indicated below. The insurance must protect the State from claims which may arise out of or result from the Contractor's performance of Services under the terms of the Contract, whether the Services are performed by the Contractor, or by any Subcontractor, or by anyone directly or indirectly employed by any of them, or by anyone for whose acts they may be liable.

The Contractor waives all rights against the State of Michigan, its departments, divisions, agencies, offices, commissions, officers, employees and agents for recovery of damages to the extent these damages are covered by the insurance policies the Contractor is required to maintain under the Contract.

All insurance coverage's provided relative to the Contract/Purchase Order are PRIMARY and NON-CONTRIBUTING to any comparable liability insurance (including self-insurances) carried by the State.

The insurance must be written for not less than any minimum coverage specified in the Contract or required by law, whichever is greater.

The insurers selected by Contractor must have an A.M. Best rating of A or better, or as otherwise approved in writing by the State, or if the ratings are no longer available, with a comparable rating from a recognized insurance rating agency. All policies of insurance required in the Contract must be issued by companies that have been approved to do business in the State. See www.michigan.gov/deleg.

Where specific limits are shown, they are the minimum acceptable limits. If Contractor's policy contains higher limits, the State must be entitled to coverage to the extent of the higher limits.

The Contractor is required to pay for and provide the type and amount of insurance checked below:

- 1. Commercial General Liability with the following minimum coverage:
 - \$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
 - \$1,000,000 Each Occurrence Limit

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.

- 2. If a motor vehicle is used to provide services or products under the Contract, the Contractor must have vehicle liability insurance on any auto including owned, hired and non-owned vehicles used in Contractor's business for bodily injury and property damage as required by law.

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 also agrees to provide evidence that insurance policies contain a waiver of subrogation by the insurance company.

- 3. Workers' compensation coverage must be provided according to applicable laws governing the employees and employers work activities in the state of the Contractor's domicile. If the applicable coverage is provided by a self-insurer, proof must be provided of approved self-insured authority by the jurisdiction of domicile. For employees working outside of the state of qualification, Contractor must provide appropriate certificates of insurance proving mandated coverage levels for the jurisdictions where the employees' activities occur.



Any certificates of insurance received must also provide a list of states where the coverage is applicable.

The Contractor also agrees to provide evidence that insurance policies contain a waiver of subrogation by the insurance company. This provision must not be applicable where prohibited or limited by the laws of the jurisdiction in which the work is to be performed.

- 4. Employers liability insurance with the following minimum limits:
 - \$100,000 each accident
 - \$100,000 each employee by disease
 - \$500,000 aggregate disease
- 5. Employee Fidelity, including Computer Crimes, insurance naming the State as a loss payee, providing coverage for direct loss to the State and any legal liability of the State arising out of or related to fraudulent or dishonest acts committed by the employees of Contractor or its Subcontractors, acting alone or in collusion with others, in a minimum amount of \$1,000,000.00 with a maximum deductible of \$50,000.00.
- 6. Umbrella or Excess Liability Insurance in a minimum amount of ten million dollars (\$10,000,000.00), which must apply, at a minimum, to the insurance required in Subsection 1 (Commercial General Liability) above.
- 7. Professional Liability (Errors and Omissions) Insurance with the following minimum coverage: \$3,000,000.00 each occurrence and \$3,000,000.00 annual aggregate.
- 8. Fire and Personal Property Insurance covering against any loss or damage to the office space used by Contractor for any reason under the Contract, and the equipment, software and other contents of the office space, including without limitation, those contents used by Contractor to provide the Services to the State, up to its replacement value, where the office space and its contents are under the care, custody and control of Contractor. The policy must cover all risks of direct physical loss or damage, including without limitation, flood and earthquake coverage and coverage for computer hardware and software. The State must be endorsed on the policy as a loss payee as its interests appear.

2.132 Subcontractor Insurance Coverage

Except where the State has approved in writing a Contractor subcontract with other insurance provisions, Contractor must require all of its Subcontractors under the Contract to purchase and maintain the insurance coverage as described in this Section for the Contractor in connection with the performance of work by those Subcontractors. Alternatively, Contractor may include any Subcontractors under Contractor’s insurance on the coverage required in this Section. Subcontractor must fully comply with the insurance coverage required in this Section. Failure of Subcontractor to comply with insurance requirements does not limit Contractor’s liability or responsibility.

2.133 Certificates of Insurance and Other Requirements

Contractor must furnish to DTMB-Procurement, certificate(s) of insurance verifying insurance coverage or providing satisfactory evidence of self-insurance as required in this Section (the “Certificates”). The Certificate must be on the standard “accord” form or equivalent. **THE CONTRACT OR PURCHASE ORDER NO. MUST BE SHOWN ON THE CERTIFICATE OF INSURANCE TO ASSURE CORRECT FILING.** All Certificate(s) are to be prepared and submitted by the Insurance Provider. All Certificate(s) must contain a provision indicating that coverages afforded under the policies **MUST NOT BE CANCELLED, MATERIALLY CHANGED, OR NOT RENEWED** without 30 days prior written notice, except for 10 days for non-payment of premium, having been given to the Director of Procurement, DTMB. The notice must include the Contract or Purchase Order number affected. Before the 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. 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 Attorney General of the State of Michigan.

The Contractor must maintain all required insurance coverage throughout the term of the Contract and any extensions and, in the case of claims-made Commercial General Liability policies, must secure tail coverage for at least three (3) years following the expiration or termination for any reason of the Contract. The minimum limits of coverage specified above are not intended, and must not be construed, to limit any liability or indemnity of Contractor under the Contract to any indemnified party or other persons. Contractor is responsible for all deductibles with regard to the insurance.



If the Contractor fails to pay any premium for required insurance as specified in the Contract, or if any insurer cancels or significantly reduces any required insurance as specified in the Contract without the State's written consent, then the State may, after the State has given the Contractor at least 30 days written 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 the Contractor must pay that cost upon demand by the State.

2.140 Indemnification

2.141 General Indemnification

To the extent permitted by law, the Contractor must indemnify, defend and hold harmless the State 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 the Contract and that are attributable to the negligence or tortious acts of the Contractor or any of its Subcontractors, or by anyone else for whose acts any of them may be liable.

2.142 Code Indemnification

To the extent permitted by law, the Contractor must indemnify, defend and hold harmless the State from any claim, loss, or expense arising from Contractor's breach of the No Surreptitious Code Warranty.

2.143 Employee Indemnification

In any claims against the State of Michigan, its departments, divisions, agencies, sections, commissions, officers, employees and agents, by any employee of the Contractor or any of its Subcontractors, the indemnification obligation under the Contract must not be limited in any way by the amount or type of damages, compensation or benefits payable by or for the Contractor or any of its Subcontractors 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.

2.144 Patent/Copyright Infringement Indemnification

To the extent permitted by law, the Contractor must indemnify, defend and hold harmless the State from and against all losses, liabilities, damages (including taxes), and all related costs and expenses (including reasonable attorneys' fees and costs of investigation, litigation, settlement, judgments, interest and penalties) incurred in connection with any action or proceeding threatened or brought against the State to the extent that the action or proceeding is based on a claim that any piece of equipment, software, commodity or service supplied by the Contractor or its Subcontractors, or the operation of the equipment, software, commodity or service, or the use or reproduction of any documentation provided with the equipment, software, commodity or service infringes any United States patent, copyright, trademark or trade secret of any person or entity, which is enforceable under the laws of the United States.

In addition, should the equipment, software, commodity, or service, or its operation, become or in the State's or Contractor's opinion be likely to become the subject of a claim of infringement, the Contractor must at the Contractor's sole expense (i) procure for the State the right to continue using the equipment, software, commodity or service or, if the option is not reasonably available to the Contractor, (ii) replace or modify to the State's satisfaction the same with equipment, software, commodity or service of equivalent function and performance so that it becomes non-infringing, or, if the option is not reasonably available to Contractor, (iii) accept its return by the State with appropriate credits to the State against the Contractor's charges and reimburse the State for any losses or costs incurred as a consequence of the State ceasing its use and returning it.

Notwithstanding the foregoing, the Contractor has no obligation to indemnify or defend the State for, or to pay any costs, damages or attorneys' fees related to, any claim based upon (i) equipment developed based on written specifications of the State; (ii) use of the equipment in a configuration other than implemented or approved in writing by the Contractor, including, but not limited to, any modification of the equipment by the State; or (iii) the combination, operation, or use of the equipment with equipment or software not supplied by the Contractor under the Contract.

2.145 Continuation of Indemnification Obligations

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



2.146 Indemnification Procedures

The procedures set forth below must apply to all indemnity obligations under the Contract.

(a) After the State receives notice of the action or proceeding involving a claim for which it will seek indemnification, the State must promptly notify Contractor of the claim in writing and take or assist Contractor in taking, as the case may be, any reasonable action to avoid the imposition of a default judgment against Contractor. No failure to notify the Contractor relieves the Contractor of its indemnification obligations except to the extent that the Contractor can prove damages attributable to the failure. Within 10 days following receipt of written notice from the State relating to any claim, the Contractor must notify the State in writing whether Contractor agrees to assume control of the defense and settlement of that claim (a "Notice of Election"). After notifying Contractor of a claim and before the State receiving 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 incurred by the State in defending against the claim during that period.

(b) If 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 the handling of 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 to the reasonable satisfaction of the State, the Contractor's financial ability to carry out its defense and indemnity obligations under the Contract; (iii) the Contractor must periodically advise the State about the status and progress of the defense and must obtain the prior written 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 involving the principles of Michigan governmental or public law. But the State may retain control of the defense and settlement of a claim by notifying the Contractor in writing within 10 days after the State's receipt of 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 Contractor does not deliver a Notice of Election relating to any claim of which it is notified by the State as provided above, the State may defend the claim in the manner as it may deem appropriate, at the cost and expense of Contractor. If it is determined that the claim was one against which Contractor was required to indemnify the State, upon request of the State, Contractor must promptly reimburse the State for all the reasonable costs and expenses.

2.150 Termination/Cancellation

2.151 Notice and Right to Cure

If the Contractor breaches the Contract, and the State, in its sole discretion, determines that the breach is curable, then the State must provide the Contractor with written notice of the breach and a time period (not less than 30 days) to cure the Breach. The notice of breach and opportunity to cure is inapplicable for successive or repeated breaches or if the State determines in its sole discretion that the 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.

2.152 Termination for Cause

(a) The State may terminate the Contract, for cause, by notifying the Contractor in writing, if the Contractor (i) breaches any of its material duties or obligations under the Contract (including a Chronic Failure to meet any particular SLA), or (ii) fails to cure a breach within the time period specified in the written notice of breach provided by the State

(b) If the Contract is terminated for cause, the Contractor must pay all costs incurred by the State in terminating the Contract, including but not limited to, State administrative costs, reasonable attorneys' fees and court costs, and any reasonable additional costs the State may incur to procure the Services/Deliverables required by the Contract from other sources. Re-procurement costs are not consequential, indirect or incidental damages, and cannot be excluded by any other terms otherwise included in the Contract, provided the costs are not in excess of 50% more than the prices for the Service/Deliverables provided under the Contract.



(c) If the State chooses to partially terminate the Contract for cause, charges payable under the Contract will be equitably adjusted to reflect those Services/Deliverables that are terminated and the State must pay for all Services/Deliverables for which Final Acceptance has been granted provided up to the termination date. Services and related provisions of the Contract that are terminated for cause must cease on the effective date of the termination.

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

2.153 Termination for Convenience

The State may terminate the Contract for its convenience, in whole or part, if the State determines that a termination is in the State's best interest. Reasons for the termination must be left to the sole discretion of the State and may include, but not necessarily be limited to (a) the State no longer needs the Services or products specified in the Contract, (b) relocation of office, program changes, changes in laws, rules, or regulations make implementation of the Services no longer practical or feasible, (c) unacceptable prices for Additional Services or New Work requested by the State, or (d) falsification or misrepresentation, by inclusion or non-inclusion, of information material to a response to any RFP issued by the State. The State may terminate the Contract for its convenience, in whole or in part, by giving Contractor written notice at least 30 days before the date of termination. If the State chooses to terminate the Contract in part, the charges payable under the Contract must be equitably adjusted to reflect those Services/Deliverables that are terminated. Services and related provisions of the Contract that are terminated for cause must cease on the effective date of the termination.

2.154 Termination for Non-Appropriation

(a) Contractor acknowledges that, if the Contract extends for several fiscal years, continuation of the Contract is subject to appropriation or availability of funds for the Contract. If funds to enable the State to effect continued payment under the Contract are not appropriated or otherwise made available, the State must terminate the Contract and all affected Statements of Work, in whole or in part, at the end of the last period for which funds have been appropriated or otherwise made available by giving written notice of termination to Contractor. The State must give Contractor at least 30 days advance written notice of termination for non-appropriation or unavailability (or the time as is available if the State receives notice of the final decision less than 30 days before the funding cutoff).

(b) If funding for the Contract is reduced by law, or funds to pay Contractor for the agreed-to level of the Services or production of Deliverables to be provided by Contractor are not appropriated or otherwise unavailable, the State may, upon 30 days written notice to Contractor, reduce the level of the Services or the change the production of Deliverables in the manner and for the periods of time as the State may elect. The charges payable under the Contract will be equitably adjusted to reflect any equipment, services or commodities not provided by reason of the reduction.

(c) If the State terminates the Contract, eliminates certain Deliverables, or reduces the level of Services to be provided by Contractor under this Section, the State must pay Contractor for all Work-in-Process performed through the effective date of the termination or reduction in level, as the case may be and as determined by the State, to the extent funds are available. This Section will not preclude Contractor from reducing or stopping Services/Deliverables or raising against the State in a court of competent jurisdiction, any claim for a shortfall in payment for Services performed or Deliverables finally accepted before the effective date of termination.

2.155 Termination for Criminal Conviction

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

2.156 Termination for Approvals Rescinded

The State may terminate the 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 must pay the Contractor for only the work completed to that point under the Contract. Termination may be in whole or in part and may be immediate as of the date of the written notice to Contractor or may be effective as of the date stated in the written notice.



2.157 Rights and Obligations upon Termination

(a) If the State terminates the Contract for any reason, the Contractor must (a) stop all work as specified in the notice of termination, (b) take any action that may be necessary, or that the State may direct, for preservation and protection of Deliverables or other property derived or resulting from the Contract that may be in Contractor's possession, (c) return all materials and property provided directly or indirectly to Contractor by any entity, agent or employee of the State, (d) transfer title in, and deliver to, the State, unless otherwise directed, all Deliverables intended to be transferred to the State at the termination of the Contract and which are resulting from the Contract (which must be provided to the State on an "As-Is" basis except to the extent the amounts paid by the State in respect of the items included compensation to Contractor for the provision of warranty services in respect of the materials), and (e) take any action to mitigate and limit any potential damages, or requests for Contractor adjustment or termination settlement costs, to the maximum practical extent, including terminating or limiting as otherwise applicable those subcontracts and outstanding orders for material and supplies resulting from the terminated Contract.

(b) If the State terminates the Contract before its expiration for its own convenience, the State must pay Contractor for all charges due for Services provided before the date of termination and, if applicable, as a separate item of payment under the Contract, for Work In Process, on a percentage of completion basis at the level of completion determined by the State. All completed or partially completed Deliverables prepared by Contractor under the Contract, at the option of the State, becomes the State's property, and Contractor is entitled to receive equitable fair compensation for the Deliverables. Regardless of the basis for the termination, the State is not obligated to pay, or otherwise compensate, Contractor for any lost expected future profits, costs or expenses incurred with respect to Services not actually performed for the State.

(c) Upon a good faith termination, the State may assume, at its option, any subcontracts and agreements for Services and Deliverables provided under the Contract, and may further pursue completion of the Services/Deliverables under the Contract by replacement contract or otherwise as the State may in its sole judgment deem expedient.

2.158 Reservation of Rights

Any termination of the Contract or any Statement of Work issued under it by a party must be with full reservation of, and without prejudice to, any rights or remedies otherwise available to the party with respect to any claims arising before or as a result of the termination.

2.160 Termination by Contractor

2.161 Termination by Contractor

If the State breaches the Contract, and the Contractor in its sole discretion determines that the breach is curable, then the Contractor will provide the State with written notice of the breach and a time period (not less than 30 days) to cure the breach. The Notice of Breach and opportunity to cure is inapplicable for successive and repeated breaches.

The Contractor may terminate the Contract if the State (i) materially breaches its obligation to pay the Contractor undisputed amounts due and owing under the Contract, (ii) breaches its other obligations under the Contract to an extent that makes it impossible or commercially impractical for the Contractor to perform the Services, or (iii) does not cure the breach within the time period specified in a written notice of breach. But the Contractor must discharge its obligations under **Section 2.190** before it terminates the Contract.

2.170 Transition Responsibilities

2.171 Contractor Transition Responsibilities

If the State terminates the Contract, for convenience or cause, or if the Contract is otherwise dissolved, voided, rescinded, nullified, expires or rendered unenforceable, the Contractor agrees to comply with direction provided by the State to assist in the orderly transition of equipment, services, software, leases, etc. to the State or a third party designated by the State. If the Contract expires or terminates, the Contractor agrees to make all reasonable efforts to effect an orderly transition of services within a reasonable period of time that in no event will exceed 24 hours. These efforts must include, but are not limited to, those listed in **Sections 2.171, 2.172, 2.173, 2.174, and 2.175**.

2.172 Contractor Personnel Transition

The Contractor must work with the State, or a specified third party, to develop a transition plan setting forth the specific tasks and schedule to be accomplished by the parties to effect an orderly transition. The Contractor must allow as many personnel as practicable to remain on the job to help the State, or a specified third party, maintain the continuity and consistency of the services required by the Contract.



In addition, during or following the transition period, in the event the State requires the Services of the Contractor's Subcontractors or vendors, as necessary to meet its needs, Contractor agrees to reasonably, and with good-faith, work with the State to use the Services of Contractor's Subcontractors or vendors. Contractor must notify all of Contractor's subcontractors of procedures to be followed during transition.

2.173 Contractor Information Transition

The Contractor agrees to provide reasonable detailed specifications for all Services/Deliverables needed by the State, or specified third party, to properly provide the Services/Deliverables required under the Contract. The Contractor must provide the State with asset management data generated from the inception of the Contract through the date on which the Contractor is terminated in a comma-delineated format unless otherwise requested by the State. The Contractor must deliver to the State any remaining owed reports and documentation still in Contractor's possession subject to appropriate payment by the State.

2.174 Contractor Software Transition

The Contractor must reasonably assist the State in the acquisition of any Contractor software required to perform the Services/use the Deliverables under the Contract. This must include any documentation being used by the Contractor to perform the Services under the Contract. If the State transfers any software licenses to the Contractor, those licenses must, upon expiration of the Contract, transfer back to the State at their current revision level. Upon notification by the State, Contractor may be required to freeze all non-critical changes to Deliverables/Services.

2.175 Transition Payments

If the transition results from a termination for any reason, reimbursement must be governed by the termination provisions of the Contract. If the transition results from expiration, the Contractor will be reimbursed for all reasonable transition costs (i.e. costs incurred within the agreed period after contract expiration that result from transition operations) at the rates agreed upon by the State. The Contractor must prepare an accurate accounting from which the State and Contractor may reconcile all outstanding accounts.

2.176 State Transition Responsibilities

In the event that the Contract is terminated, dissolved, voided, rescinded, nullified, or otherwise rendered unenforceable, the State agrees to perform the following obligations, and any others upon which the State and the Contractor agree:

- (a) Reconciling all accounts between the State and the Contractor;
- (b) Completing any pending post-project reviews.

2.180 Stop Work

2.181 Stop Work Orders

The State may, at any time, by written stop work order to Contractor, require that Contractor stop all, or any part, of the work called for by the Contract for a period of up to 90 calendar days after the stop work order is delivered to Contractor, and for any further period to which the parties may agree. The stop work order must be identified as a stop work order and must indicate that it is issued under this **Section 2.180**. Upon receipt of the stop work order, Contractor must immediately comply with its terms and take all reasonable steps to minimize incurring costs allocable to the work covered by the stop work order during the period of work stoppage. Within the period of the stop work order, the State must either: (a) cancel the stop work order; or (b) terminate the work covered by the stop work order as provided in **Section 2.150**.

2.182 Cancellation or Expiration of Stop Work Order

The Contractor must resume work if the State cancels a Stop Work Order or if it expires. The parties will agree upon an equitable adjustment in the delivery schedule, the Contract price, or both, and the Contract must be modified, in writing, accordingly, if: (a) the stop work order results in an increase in the time required for, or in Contractor's costs properly allocable to, the performance of any part of the Contract; and (b) Contractor asserts its right to an equitable adjustment within 30 calendar days after the end of the period of work stoppage; provided that, if the State decides the facts justify the action, the State may receive and act upon a Contractor proposal submitted at any time before final payment under the Contract. Any adjustment must conform to the requirements of **Section 2.024**.

2.183 Allowance of Contractor Costs

If the stop work order is not canceled and the work covered by the stop work order is terminated for reasons other than material breach, the termination must be deemed to be a termination for convenience under **Section 2.150**, and the State will pay reasonable costs resulting from the stop work order in arriving at the termination settlement. For the avoidance of doubt, the State is not liable to Contractor for loss of profits because of a stop work order issued under this **Section 2.180**.



2.190 Dispute Resolution

2.191 In General

Any claim, counterclaim, or dispute between the State and Contractor arising out of or relating to the Contract or any Statement of Work must be resolved as follows. For all Contractor claims seeking an increase in the amounts payable to Contractor under the Contract, or the time for Contractor's performance, Contractor must submit a letter, together with all data supporting the claims, executed by Contractor's Contract Compliance Inspector or the Contract Compliance Inspector's designee certifying that (a) the claim is made in good faith, (b) the amount claimed accurately reflects the adjustments in the amounts payable to Contractor or the time for Contractor's performance for which Contractor believes the State is liable and covers all costs of every type to which Contractor is entitled from the occurrence of the claimed event, and (c) the claim and the supporting data are current and complete to Contractor's best knowledge and belief.

2.192 Informal Dispute Resolution

(a) All disputes between the parties must be resolved under the Contract Management procedures in the Contract. If the parties are unable to resolve any disputes after compliance with the processes, the parties must meet with the Director of Procurement, DTMB, or designee, for the purpose of attempting to resolve the dispute without the need for formal legal proceedings, as follows:

- (i) The representatives of Contractor and the State must meet as often as the parties reasonably deem necessary to gather and furnish to each other all information with respect to the matter in issue which the parties believe to be appropriate and germane in connection with its resolution. The representatives must discuss the problem and negotiate in good faith in an effort to resolve the dispute without the necessity of any formal proceeding.
- (ii) During the course of negotiations, all reasonable requests made by one (1) party to another for non-privileged information reasonably related to the Contract must be honored in order that each of the parties may be fully advised of the other's position.
- (iii) The specific format for the discussions will be left to the discretion of the designated State and Contractor representatives, but may include the preparation of agreed upon statements of fact or written statements of position.
- (iv) Following the completion of this process within 60 calendar days, the Director of Procurement, DTMB, or designee, must issue a written opinion regarding the issue(s) in dispute within 30 calendar days. The opinion regarding the dispute must be considered the State's final action and the exhaustion of administrative remedies.

(b) This Section must not be construed to prevent either party from instituting, and a party is authorized to institute, formal proceedings earlier to avoid the expiration of any applicable limitations period, to preserve a superior position with respect to other creditors, or under **Section 2.193**.

(c) The State will not mediate disputes between the Contractor and any other entity, except state agencies, concerning responsibility for performance of work under the Contract.

2.193 Injunctive Relief

The only circumstance in which disputes between the State and Contractor will not be subject to the provisions of **Section 2.192** is where a party makes a good faith determination that a breach of the terms of the Contract by the other party is the that the damages to the party resulting from the breach will be so immediate, so large or severe and so incapable of adequate redress after the fact that a temporary restraining order or other immediate injunctive relief is the only adequate remedy.

2.194 Continued Performance

Each party agrees to continue performing its obligations under the Contract while a dispute is being resolved except to the extent the issue in dispute precludes performance (dispute over payment must not be deemed to preclude performance) and without limiting either party's right to terminate the Contract as provided in **Section 2.150**, as the case may be.



2.200 Federal and State Contract Requirements

2.201 Nondiscrimination

In the performance of the Contract, 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. Contractor further agrees that every subcontract entered into for the performance of the Contract or any purchase order resulting from the Contract must contain a provision requiring non-discrimination in employment, as specified here, binding upon each Subcontractor. This covenant is required under the Elliot 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 the Contract.

2.202 Unfair Labor Practices

Under 1980 PA 278, MCL 423.321, et seq., the State must not award a Contract or subcontract to an employer whose name appears in the current register of employers failing to correct an unfair labor practice compiled under Section 2 of the Act. This information is compiled by the United States National Labor Relations Board. A Contractor of the State, in relation to the Contract, must not enter into a contract with a Subcontractor, manufacturer, or supplier whose name appears in this register. Under Section 4 of 1980 PA 278, MCL 423.324, the State may void any Contract if, after award of the Contract, the name of Contractor as an employer or the name of the Subcontractor, manufacturer or supplier of Contractor appears in the register.

2.203 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>.

2.204 Prevailing Wage

The rates of wages and fringe benefits to be paid each class of individuals employed by the Contractor, its subcontractors, their subcontractors, and all persons involved with the performance of the Contract in privity of contract with the Contractor must not be less than the wage rates and fringe benefits established by the Michigan Department of Energy, Labor and Economic Development, Wage and Hour Bureau, schedule of occupational classification and wage rates and fringe benefits for the local where the work is to be performed. The term Contractor must include all general contractors, prime contractors, project managers, trade contractors, and all of their contractors or subcontractors and persons in privity of contract with them.

The Contractor, its subcontractors, their subcontractors and all persons involved with the performance of the Contract in privity of contract with the Contractor must keep posted on the work site, in a conspicuous place, a copy of all wage rates and fringe benefits as prescribed in the contract. You must also post, in a conspicuous place, the address and telephone number of the Michigan Department of Energy, Labor and Economic Development, the office responsible for enforcement of the wage rates and fringe benefits. The Contractor must keep an accurate record showing the name and occupation of the actual wage and benefits paid to each individual employed in connection with the Contract. This record must be available to the State upon request for reasonable inspection.

If any trade is omitted from the list of wage rates and fringe benefits to be paid to each class of individuals by the Contractor, it is understood that the trades omitted must also be paid not less than the wage rate and fringe benefits prevailing in the local where the work is to be performed.

2.210 Governing Law

2.211 Governing Law

The Contract must in all respects be 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 any other jurisdiction to the extent not inconsistent with, or pre-empted by federal law.

2.212 Compliance with Laws

Contractor must comply with all applicable state, federal and local laws and ordinances in providing the Services/Deliverables.



2.213 Jurisdiction

Any dispute arising from the Contract must be resolved in the State of Michigan. With respect to any claim between the parties, Contractor consents to venue in Ingham County, Michigan, and irrevocably waives any objections it may have to the jurisdiction on the grounds of lack of personal jurisdiction of the court or the laying of venue of the court or on the basis of forum non conveniens or otherwise. Contractor agrees to appoint agents in the State of Michigan to receive service of process.

2.220 Limitation of Liability

2.221 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 the Contract calling for liquidated damages; or to court costs or attorney's fees awarded by a court in addition to damages after litigation based on the Contract.

2.230 Disclosure Responsibilities

2.231 Disclosure of Litigation

(a) Disclosure. Contractor must disclose any material criminal litigation, investigations or proceedings involving the Contractor (and each Subcontractor) or any of its officers or directors or any litigation, investigations or proceedings under the Sarbanes-Oxley Act. In addition, each Contractor (and each Subcontractor) must notify the State of any material civil litigation, arbitration or proceeding which arises during the term of the Contract and extensions, to which Contractor (or, to the extent Contractor is aware, any Subcontractor) is a party, and which involves: (i) disputes that might reasonably be expected to adversely affect the viability or financial stability of Contractor or any Subcontractor; or (ii) a claim or written allegation of fraud against Contractor or, to the extent Contractor is aware, any Subcontractor by a governmental or public entity arising out of their business dealings with governmental or public entities. The Contractor must disclose in writing to the Contract Compliance Inspector any litigation, investigation, arbitration or other proceeding (collectively, "Proceeding") within 30 days of its occurrence. Details of settlements which are prevented from disclosure by the terms of the settlement may be annotated. Information provided to the State from Contractor's publicly filed documents referencing its material litigation will be deemed to satisfy the requirements of this Section.

(b) Assurances. If any Proceeding disclosed to the State under this Section, or of which the State otherwise becomes aware, during the term of the Contract would cause a reasonable party to be concerned about:

- (i) the ability of Contractor (or a Subcontractor) to continue to perform the Contract according to its terms and conditions, or
- (ii) whether Contractor (or a Subcontractor) in performing Services for the State is engaged in conduct which is similar in nature to conduct alleged in the Proceeding, which conduct would constitute a breach of the Contract or a violation of Michigan law, regulations or public policy, then the Contractor must provide the State all reasonable assurances requested by the State to demonstrate that:
 - (a) Contractor and its Subcontractors must be able to continue to perform the Contract and any Statements of Work according to its terms and conditions, and
 - (b) Contractor and its Subcontractors have not and will not engage in conduct in performing the Services which is similar in nature to the conduct alleged in the Proceeding.

(c) Contractor must make the following notifications in writing:

- (1) Within 30 days of Contractor becoming aware that a change in its ownership or officers has occurred, or is certain to occur, or a change that could result in changes in the valuation of its capitalized assets in the accounting records, Contractor must notify DTMB-Procurement.
- (2) Contractor must also notify DTMB Procurement within 30 days whenever changes to asset valuations or any other cost changes have occurred or are certain to occur as a result of a change in ownership or officers.
- (3) Contractor must also notify DTMB Procurement within 30 days whenever changes to company affiliations occur.



2.232 Call Center Disclosure – Deleted/Not Applicable

2.233 Bankruptcy

The State may, without prejudice to any other right or remedy, terminate the Contract, in whole or in part, and, at its option, may take possession of the “Work in Process” and finish the Works in Process by whatever appropriate method the State may deem expedient if:

- (a) the Contractor files for protection under the bankruptcy laws;
- (b) an involuntary petition is filed against the Contractor and not removed within 30 days;
- (c) the Contractor becomes insolvent or if 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 deliver the services under the Contract.

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

2.240 Performance

2.241 Time of Performance

- (a) Contractor must use commercially reasonable efforts to provide the resources necessary to complete all Services and Deliverables according to the time schedules contained in the Statements of Work and other Exhibits governing the work, and with professional quality.
- (b) Without limiting the generality of **Section 2.241(a)**, Contractor must notify the State in a timely manner upon becoming aware of any circumstances that may reasonably be expected to jeopardize the timely and successful completion of any Deliverables/Services on the scheduled due dates in the latest State-approved delivery schedule and must inform the State of the projected actual delivery date.
- (c) 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 notify the State in a timely manner and must use commercially reasonable efforts to perform its obligations according to the Contract time periods notwithstanding the State's failure. Contractor will not be in default for a delay in performance to the extent the delay is caused by the State.

2.242 Service Level Agreements (SLAs) – Deleted/Not Applicable

2.243 Liquidated Damages

Non Conformance/Assessment of Liquidated Damage

If the State determines that the Contractor has failed to conform to the terms and conditions of this Contract, after the third written warning an assessment of liquidated damages may be made by the State against the Contractor. Sums assessed as liquidated damages shall not be considered penalties, but as damages due the State from the Contractor for failure to complete the work as contractually required. It is agreed that because of the potential damage to the public and because actual damages would be virtually incapable of determination, both as to amount and existence, at the time of the breach, liquidated damages shall be assessed according to the following:

- **Abandonment of Bridge**

In the event the bridges are left unattended (*unattended means not on the bridge site*) by a bridge operator or if the Contract Compliance Inspector or representative finds it necessary to remove a bridge operator due to his inability to perform the duties listed in the Contract as determined by the Contract Compliance Inspector, the Contractor must replace the bridge operator within one hour. After the third incident, an assessment shall be made of \$200.00 per hour for each continuous whole hour the bridges are left unattended.

For purposes of this section, if the bridges are left unattended, the Contract Compliance Inspector shall assume that the bridge operator abandoned the bridge at the time of the last entry in the bridge opening log unless other compelling evidence can be presented to show otherwise.



- **Other Cases of Non-Conformance**

All other cases of non-conformance may result in an assessment of up to \$200.00 per occurrence after the third written warning as determined by the Contract Compliance Inspector, until conformance is achieved.

2.244 Excusable Failure

Neither party will be liable for any default, damage, or delay in the performance of its obligations under the Contract to the extent the default, damage or delay is caused by government regulations or requirements (executive, legislative, judicial, military, or otherwise), power failure, lightning, earthquake, war, water or other forces of nature or acts of God, delays or failures of transportation, equipment shortages, suppliers' failures, or acts or omissions of common carriers, fire; riots, civil disorders; strikes or other 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 and its Subcontractors are 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 above, the non-performing party will be excused from any further performance of its affected obligation(s) for as long as the circumstances prevail. but the party must use commercially reasonable efforts to recommence performance whenever and to whatever extent possible without delay. A party must promptly notify the other party in writing immediately after the excusable failure occurs, and also when it abates or ends.

If any of the above-enumerated circumstances substantially prevent, hinder, or delay the Contractor's performance of the Services/provision of Deliverables for more than 10 Business Days, and the State determines that performance is not likely to be resumed within a period of time that is satisfactory to the State in its reasonable discretion, then at the State's option: (a) the State may procure the affected Services/Deliverables from an alternate source, and the State is not be liable for payment for the unperformed Services/ Deliverables not provided under the Contract for so long as the delay in performance continues; (b) the State may terminate any portion of the Contract so affected and the charges payable will be equitably adjusted to reflect those Services/Deliverables terminated; or (c) the State may terminate the affected Statement of Work without liability to Contractor as of a date specified by the State in a written notice of termination to the Contractor, except to the extent that the State must pay for Services/Deliverables provided through the date of termination.

The Contractor will not have the right to any additional payments from the State as a result of any Excusable Failure occurrence or to payments for Services not rendered/Deliverables not provided as a result of the Excusable Failure condition. Defaults or delays in performance by Contractor which are caused by acts or omissions of its Subcontractors will not relieve Contractor of its obligations under the Contract except to the extent that a Subcontractor is itself subject to an Excusable Failure condition described above and Contractor cannot reasonably circumvent the effect of the Subcontractor's default or delay in performance through the use of alternate sources, workaround plans or other means.

2.250 Approval of Deliverables

2.251 Delivery Responsibilities

Unless otherwise specified by the State within an individual order, the following must be applicable to all orders issued under the Contract:

2.252 Delivery of Deliverables – Deleted/Not Applicable

2.253 Testing – Deleted/Not Applicable

2.254 Approval of Deliverables, In General

(a) All Deliverables (Physical Deliverables and Written Deliverables) and Services require formal written approval by the State, according to the following procedures. Formal approval by the State requires the State to confirm in writing that the Deliverable meets its specifications. Formal approval may include the successful completion of Testing as applicable in **Section 2.253**, to be led by the State with the support and assistance of Contractor. The approval process will be facilitated by ongoing consultation between the parties, inspection of interim and intermediate Deliverables and collaboration on key decisions.



(b) The State's obligation to comply with any State Review Period is conditioned on the timely delivery of Deliverables/Services being reviewed.

(c) Before commencement of its review or testing of a Deliverable/Service, the State may inspect the Deliverable/Service to confirm that all components of the Deliverable/Service have been delivered without material deficiencies. If the State determines that the Deliverable/Service has material deficiencies, the State may refuse delivery of the Deliverable/Service without performing any further inspection or testing of the Deliverable/Service. Otherwise, the review period will be deemed to have started on the day the State receives the Deliverable or the Service begins, and the State and Contractor agree that the Deliverable/Service is ready for use and, where applicable, certification by Contractor according to **Section 2.253**.

(d) The State must approve in writing a Deliverable/Service after confirming that it conforms to and performs according to its specifications without material deficiency. The State may, but is not be required to, conditionally approve in writing a Deliverable/Service that contains material deficiencies if the State elects to permit Contractor to rectify them post-approval. In any case, Contractor will be responsible for working diligently to correct within a reasonable time at Contractor's expense all deficiencies in the Deliverable/Service that remain outstanding at the time of State approval.

(e) If, after three opportunities (the original and two repeat efforts), the Contractor is unable to correct all deficiencies preventing Final Acceptance of a Deliverable/Service, the State may: (i) demand that the Contractor cure the failure and give the Contractor additional time to cure the failure at the sole expense of the Contractor; or (ii) keep the Contract in force and do, 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 the contract price plus an additional sum equal to 10% of the cost to cure the deficiency to cover the State's general expenses provided the State can furnish proof of the general expenses; or (iii) terminate the particular Statement of Work for default, either in whole or in part by notice to Contractor provided Contractor is unable to cure the breach. 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.

(f) The State, at any time and in its reasonable discretion, may halt the testing or approval process if the process reveals deficiencies in or problems with a Deliverable/Service in a sufficient quantity or of a sufficient severity that renders continuing the process unproductive or unworkable. If that happens, the State may stop using the Service or return the applicable Deliverable to Contractor for correction and re-delivery before resuming the testing or approval process.

2.255 Process For Approval of Written Deliverables

The State Review Period for Written Deliverables will be the number of days set forth in the applicable Statement of Work following delivery of the final version of the Deliverable (and if the Statement of Work does not state the State Review Period, it is by default five Business Days for Written Deliverables of 100 pages or less and 10 Business Days for Written Deliverables of more than 100 pages). The duration of the State Review Periods will be doubled if the State has not had an opportunity to review an interim draft of the Written Deliverable before its submission to the State. The State agrees to notify Contractor in writing by the end of the State Review Period either stating that the Deliverable is approved in the form delivered by Contractor or describing any deficiencies that must be corrected before approval of the Deliverable (or at the State's election, after approval of the Deliverable). If the State notifies the Contractor about deficiencies, the Contractor must correct the described deficiencies and within 30 Business Days resubmit the Deliverable in a form that shows all revisions made to the original version delivered to the State. Contractor's correction efforts must be made at no additional charge. Upon receipt of a corrected Deliverable from Contractor, the State must have a reasonable additional period of time, not to exceed the length of the original State Review Period, to review the corrected Deliverable to confirm that the identified deficiencies have been corrected.

2.256 Process for Approval of Services

The State Review Period for approval of Services is governed by the applicable Statement of Work (and if the Statement of Work does not state the State Review Period, it is by default 30 Business Days for Services). The State agrees to notify the Contractor in writing by the end of the State Review Period either stating that the Service is approved in the form delivered by the Contractor or describing any deficiencies that must be corrected before approval of the Services (or at the State's election, after approval of the Service). If the State delivers to the Contractor a notice of deficiencies, the Contractor must correct the described deficiencies and within 30 Business Days resubmit the Service in a form that shows all revisions made to the original version delivered to the State. The Contractor's correction efforts must be made at no additional charge. Upon implementation of a corrected Service from Contractor, the State must have a reasonable additional period of time, not to exceed the length of the original State Review Period, to review the corrected Service for conformity and that the identified deficiencies have been corrected.



2.257 Process for Approval of Physical Deliverables – Deleted/Not Applicable

2.258 Final Acceptance

Unless otherwise stated in the Article 1, Statement of Work or Purchase Order, “Final Acceptance” of each Deliverable must occur when each Deliverable/Service has been approved by the State following the State Review Periods identified in **Sections 2.251-2.257**. Payment will be made for Deliverables installed and accepted. Upon acceptance of a Service, the State will pay for all Services provided during the State Review Period that conformed to the acceptance criteria.

2.260 Ownership

2.261 Ownership of Work Product by State

The State owns all Deliverables as they are works made for hire by the Contractor for the State. The State owns all United States and international copyrights, trademarks, patents, or other proprietary rights in the Deliverables.

2.262 Vesting of Rights – Deleted/Not Applicable

2.263 Rights in Data

(a) The State is the owner of all data made available by the State to the Contractor or its agents, Subcontractors or representatives under the Contract. The Contractor must not use the State’s data for any purpose other than providing the Services, nor will any part of the State’s data be disclosed, sold, assigned, leased or otherwise disposed of to the general public or to specific third parties or commercially exploited by or on behalf of the Contractor. No employees of the Contractor, other than those on a strictly need-to-know basis, have access to the State’s data. Contractor must not possess or assert any lien or other right against the State’s data. Without limiting the generality of this Section, the Contractor must only use personally identifiable information as strictly necessary to provide the Services and must disclose the information only to its employees who have a strict need-to-know the information. The Contractor must comply at all times with all laws and regulations applicable to the personally identifiable information.

(b) The State is the owner of all State-specific data under the Contract. The State may use the data provided by the Contractor for any purpose. The State must not possess or assert any lien or other right against the Contractor’s data. Without limiting the generality of this Section, the State may use personally identifiable information only as strictly necessary to utilize the Services and must disclose the information only to its employees who have a strict need to know the information, except as provided by law. The State must comply at all times with all laws and regulations applicable to the personally identifiable information. Other material developed and provided to the State remains the State’s sole and exclusive property.

2.264 Ownership of Materials

The State and the Contractor will continue to own their respective proprietary technologies developed before entering into the Contract. Any hardware bought through the Contractor by the State, and paid for by the State, will be owned by the State. Any software licensed through the Contractor and sold to the State, will be licensed directly to the State.

2.270 State Standards

2.271 Existing Technology Standards

The Contractor must adhere to all existing standards as described within the comprehensive listing of the State’s existing technology standards at <http://www.michigan.gov/dit>.

2.272 Acceptable Use Policy

To the extent that Contractor has access to the State computer system, Contractor must comply with the State’s Acceptable Use Policy, see <http://www.michigan.gov/ditservice>. All Contractor employees must be required, in writing, to agree to the State’s Acceptable Use Policy before accessing the State system. The State reserves the right to terminate Contractor’s access to the State system if a violation occurs.

2.273 Systems Changes

Contractor is not responsible for and not authorized to make changes to any State systems without written authorization from the Project Manager. Any changes Contractor makes to State systems with the State’s approval must be done according to applicable State procedures, including security, access, and configuration management procedures.



2.280 Extended Purchasing

2.281 MIDEAL – Deleted/Not Applicable

2.282 State Employee Purchases – Deleted/Not Applicable

2.290 Environmental Provision

2.291 Environmental Provision

Hazardous Materials:

For the purposes of this Section, “Hazardous Materials” is a generic term used to describe 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. This includes, but is not limited to, materials such as batteries and circuit packs, and other materials that are regulated as (1) “Hazardous Materials” under the Hazardous Materials Transportation Act, (2) “chemical hazards” under the Occupational Safety and Health Administration standards, (3) “chemical substances or mixtures” under the Toxic Substances Control Act, (4) “pesticides” under the Federal Insecticide Fungicide and Rodenticide Act, and (5) “hazardous wastes” as defined or listed under the Resource Conservation and Recovery Act.

(a) The Contractor must use, handle, store, dispose of, process, transport and transfer any material considered a Hazardous Material according to all federal, State, and local laws. The State must provide a safe and suitable environment for performance of Contractor’s Work. Before the commencement of Work, the State must advise the Contractor of the presence at the work site of any Hazardous Material to the extent that the State is aware of the Hazardous Material. If the Contractor encounters material reasonably believed to be a Hazardous Material and which may present a substantial danger, the Contractor must immediately stop all affected Work, notify the State in writing about the conditions encountered, and take appropriate health and safety precautions.

(b) Upon receipt of a written notice, the State will investigate the conditions. If (a) the material is a Hazardous Material that may present a substantial danger, and (b) the Hazardous Material was not brought to the site by the Contractor, or does not result in whole or in part 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 must order a suspension of Work in writing. The State must proceed to have the Hazardous Material removed or rendered harmless. In the alternative, the State must terminate the affected Work for the State’s convenience.

(c) Once the Hazardous Material has been removed or rendered harmless by the State, the Contractor must resume Work as directed in writing by the State. Any determination by the Michigan Department of Community Health or the Michigan Department of Environmental Quality that the Hazardous Material has either been removed or rendered harmless is binding upon the State and Contractor for the purposes of resuming the Work. If any incident with Hazardous Material results in delay not reasonable anticipatable under the circumstances and which is attributable to the State, the applicable SLAs for the affected Work will not be counted in **Section 2.242** for a time as mutually agreed by the parties.

(d) If the Hazardous Material was brought to the site by the Contractor, or results in whole or in part 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 to the condition approved by applicable regulatory agency(ies).

Michigan has a Consumer Products Rule pertaining to labeling of certain products containing volatile organic compounds. For specific details visit http://www.michigan.gov/deq/0,1607,7-135-3310_4108-173523--,00.html

Refrigeration and Air Conditioning:

The Contractor must comply with the applicable requirements of Sections 608 and 609 of the Clean Air Act (42 U.S.C. 7671g and 7671h) as each or both apply to the Contract.



Environmental Performance:

Waste Reduction Program: Contractor must establish a program to promote cost-effective waste reduction in all operations and facilities covered by the Contract. The Contractor's programs must comply with applicable Federal, State, and local requirements, specifically including Section 6002 of the Resource Conservation and Recovery Act (42 U.S.C. 6962, et seq.).

2.300 Other Provisions

2.311 Forced Labor, Convict Labor, Forced or Indentured Child Labor, or Indentured Servitude Made Materials

Equipment, materials, or supplies, that will be furnished to the State under the Contract must not be produced in whole or in part by forced labor, convict labor, forced or indentured child labor, or indentured servitude.

“Forced or indentured child labor” means all work or service: 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 performed by any person under the age of 18 under a contract the enforcement of which can be accomplished by process or penalties.



**Exhibit A
Price Proposal**

March 15, 2012
To
December 15, 2012

March 15, 2013
To
December 15, 2013

BRIDGE OPERATION \$ 38,000.00 Per Billing Period*

\$ 38,333.00 Per Billing Period*

MOBILIZATION \$ 90,000.00 Lump Sum Yearly

\$ 90,000.00 Lump Sum Yearly

NOTE:

Quick payment terms: 1 % discount off invoice if paid within 10 days.

MONTHLY BILLING PERIOD:

*The monthly billing period is defined to be from the sixteenth day of a month to the fifteenth day of the following month. In the event that the date of execution of the Contract falls within a billing period, the Contractor will be reimbursed on a prorated basis for the billing period assuming a 30 day billing period.



ATTACHMENT A-I

APPROVED MATERIALS LIST



<u>MATERIAL</u>	<u>USE</u>	<u>SPECIFICATION</u>
Toilet Paper		Toilet tissue rolls, 2 ply wrapped 4½” x 4½”, 1000 sheets/roll, 96 rolls/case
Liquid Hand soap		Soap must be mild, liquid and remain viscous at temperatures of 40 degrees F. or higher.
Plastic Bag Barrel and Bag Liners		33 gallon capacity, minimum liner size, 33x40, .43 mil. thickness
Sanitary Napkin Disposal Bag	Sanitary Napkin Receptacles	Approved dispenser liner that fits properly
Glass Cleaner	All glass and mirrored surfaces	Liquid spray formula designed for cleaning glass surfaces and mirrors, non-abrasive
Toilet Bowl Cleaner	To clean inside of bowls and flushing cavities	E.P.A. approved 9% HCl acid base bowl cleaner
Liquid Synthetic Detergent	To clean tiles, floor, walls, partitions, sink tops, sinks, outside of toilets, toilet seats and sanitary napkin containers	E.P.A. registered disinfectant, detergents shall be quaternary ammonium compounds
Stainless Steel Cleaner	To clean metal surfaces	Safe for metals non-scouring product
De-icing Chemical	Use on sidewalks near entrances	Calcium Chloride or product approved by the Contract Compliance Inspector



Latex Gloves	Shall be used when cleaning	
Quality latex glove Cotton Mops	Mop tile floors	Cotton blend, banded loop
Mop Handle	Hold mop	Plastic grip or speed change heads
Mop Bucket & Wringer	Hold solution and drain mop	Bucket must be on rollers, wringer must match bucket and mop size
Brooms	Sweep dirt and debris from floor and catwalks	Heavy duty natural corn broom and heavy duty (stiff bristles) push broom
Window Squeegees & Extensions	To clean windows	Squeegee designed for window washing with extension as needed
Toilet Bowl Mop	To clean inside toilet bowl	Cotton or synthetic mop - no bristles
Spray Bottles	Hold various cleaning supplies	Clean plastic, trigger style bottles
Sponges and cloths	Clean surfaces	Cotton cloths and absorbent sponges
Hose	Wash catwalks and railings	Quality rubber hose with proper fittings
Step Ladder	General housekeeping	OSHA approved, 6 foot fiberglass mechanic ladder
Florescent bulbs		40 watt T12 cool white, 4' florescent



Toilet Plunger

Navigational Lights

100 watt, 120v rough service, incandescent

Hand Towels

2 ply tri-fold paper hand towels

Power Washer

Wash catwalks and railings

minimum 1½hp, 1000psi operating pressure, 2 gal./min. 120 volt



ATTACHMENT A-II

FORMS

1. BRIDGE OPERATOR'S REPORT
2. UNNECESSARY BRIDGE OPENINGS
3. CONTRACTOR/OPERATOR'S INSPECTION
4. EQUIPMENT CHECK LIST
5. ACCIDENT INCIDENT



UNNECESSARY BRIDGE OPENINGS

(M•DOT 6-4-96)

BRIDGE NAME: _____ BRIDGE No. _____

BRIDGE LOCATION: _____

- NUMBER OF VESSEL (IF NUMBERED): _____
- NAME OF VESSEL: _____
- HOME PORT (IF SHOWN): _____
- NAME & ADDRESS OF OWNER: _____

MONTH: _____ DAY _____ YEAR _____ TIME _____ AM _____ PM _____

DIRECTION OF PASSAGE: UP STREAM _____ DOWN STREAM _____

CAUSE OF UNNECESSARY BRIDGE OPENING

APPURTENANCES UNESSENTIAL TO NAVIGATION:

ANTENNA _____ OUTRIGGER _____ DECORATIVE MAST _____

FLAGPOLE _____ FALSE STACK _____ CANVAS TOP _____

OTHER _____

CLEARANCE GAUGE: _____ FEET

ESTIMATED CLEARANCE OF VESSEL'S HIGHEST FIXED POINT: _____ FEET

REMARKS: _____

BRIDGE OPERATOR: _____

(VIOLATION CANNOT PROCEED WITHOUT THIS INFORMATION)



CONTRACTOR/OPERATOR'S INSPECTION

BRIDGE NAME _____

INSPECTOR _____ TIME: _____ DATE: _____

EVALUATION	GOOD	FAIR	POOR
A. Bridge Operators Overall Knowledge Of Functions			
1. Knowledge of routine operations procedures			
2. Knowledge of emergency operating procedures			
3. Knowledge of administrative requirements			
4. Knowledge of Coast Guard Regulations			
B. Bridge Operators Overall Operational Ability			
1. Ability to operate bridge			
2. Bridge logs (Completeness)			
C. Bridge Navigation And Safety Conditions			
1. Navigation lights (daily checks)			
2. Fender systems			
3. Other safety devices			
D. Bridge Operators Appearance			
E. Housekeeping Overall			
1. Operators bridge house floors			
2. Bridge house windows			
3. Control console and switchgear			
4. Walkways and platforms			
5. Commode			
F. Overall Bridge Condition			



EQUIPMENT CHECK LIST

BRIDGE NAME _____

1. FIRST-AID KIT - 2 ea.

- a. In a readily accessible place?
- b. Has it been used?
- c. Has it been replenished?

2. LIFE JACKETS - 2 ea. and LIFE RINGS - 2 ea.

- a. Is the required number accounted for?
- b. Ripped, torn, or cracked?
- c. General Condition: New_____ Good_____ Fair_____ Poor_____

3. ROPE, 150 lineal feet 1/4 inch (plus vertical distance of the draw span to water)

- a. Is it in a readily accessible condition?
- b. General Condition: New_____ Good_____ Fair_____ Poor_____

4. FIRE EXTINGUISHERS - 6 ea. Vets Bridge - 5 ea. Lafayette Bridge

- a. Are they type ABC?
- b. Date filled?
- c. Has the pin been broken?

5. BIG RED FLAG FOR EMERGENCY SHIP WARNING

- a. Is the required number accounted for?
- b. Are they properly stored?



6. FLASHLIGHTS - 2 ea.

- a. Is the required number accounted for?
- b. Are they in working condition?
- c. Are the batteries good?

7. ARE THE FOLLOWING AVAILABLE?

- a. Cones - 6 ea.
- b. Vests (Reflectorized) - 2 ea.

8. ARE THE FOLLOWING WORKING SATISFACTORILY?

- a. Commode
- b. Fan/air conditioner
- c. Door locks
- d. Telephone
- e. Intercom (if available)

9. COMMENTS:

PROJECT MANAGER

DATE



ACCIDENT INCIDENT

LOCATION _____

TIME OF ACCIDENT _____ DATE _____ HOUR _____ AM ___ PM ___

WEATHER CONDITIONS _____ (CLEAR, RAIN, FOG, ETC.)

<u>OPERATOR'S NAME, ADDRESS & PHONE NUMBER</u>	<u>VEHICLE/BOAT IDENTIFICATION NUMBER</u>	<u>DRIVERS LICENSE NUMBER</u>	<u>INSURANCE COMPANY</u>

MDOT PROPERTY DAMAGED: _____

DESCRIPTION OF ACCIDENT: _____



POLICE AGENCY REPORT NUMBER: _____

SKETCH IF NECESSARY



ATTACHMENT A-III
CUSTODIAL DUTIES OF BRIDGE OPERATORS

The Contractor must:

1. Wash all windows in the bridge house weekly or more often as needed
2. Sweep all floors throughout the bridge house daily
3. Wet mop all floors throughout the bridge house daily
4. Wax all floors throughout the bridge house monthly
5. Sweep all stairwells throughout the bridge house daily
6. Wet mop all stairwells throughout the bridge house daily
7. Remove spider webs, cobwebs and other debris throughout the bridge house daily
8. Each operator must empty wastebaskets throughout the bridge house after working his/her shift
9. Each operator must remove any newspapers and magazines from the bridge house after working his/her shift
10. The contents throughout the bridge house should be dusted daily
11. The bathroom toilet and sink must be cleaned and scoured daily
12. Check water level of counterbalance pits daily, and pump them if there is any water accumulation
13. Clean walkways, horizontal tread plates and surrounding areas weekly or more often if needed
14. Power wash walkways, catwalks, and piers underneath the bridge deck monthly or more often if needed
15. Remove any debris on the bascule spans
16. Remove snow from sidewalks of bascule spans, around bridge house, and far side entrance doors
17. Change burned out light bulbs throughout the bridge house, motor rooms, catwalks, and navigation lights
18. The control panel is to be kept clean and orderly at all times



ATTACHMENT A-IV

DRUG AND ALCOHOL TESTING

The Omnibus Transportation Testing Act was signed into law on October 28, 1991. The Secretary of Transportation subsequently published Regulations for alcohol and controlled substance testing of persons in the transportation industry who **perform safety sensitive functions** as described by the Act.

Since MDOT considers this as a safety sensitive function, the Contractor must establish a drug and alcohol program for his/her employees that includes the following types of drug and alcohol testing:

1. Pre-Employment
2. Random
3. Reasonable Suspicion
4. Post accident
5. Return to Duty/Follow-Up

Any employee who tests positive must be immediately suspended and/or dismissed. No employee will be allowed to return to work without the approval of the Contract Compliance Inspector.

The Contractor will not be reimbursed for any drug or alcohol testing. Pre-Employment testing must be considered included in the item for Mobilization. All other testing must be considered included in the item: "Bridge Operation, In Season".



ATTACHMENT A-V

BRIDGE OPERATOR QUALIFICATIONS

A. PURPOSE AND SCOPE

- a.1 The purpose and scope of this attachment is to set forth standards for employment of persons who operate the bascule bridge. These standards are established to protect the public safety, and promote efficiency in land and water transportation.

B. QUALIFICATIONS FOR EMPLOYMENT AS A BRIDGE OPERATOR

b.1 Physical Requirements

b.1.a. Corrected vision 20/40 or better.

b.1.b. Be able to distinguish red, yellow and green colors.

b.1.c. Must be able to hear frequencies from 500 to 6,000 Hertz + 15 Db and the overall hearing sensitivity must be able to resolve no less than - 50 Db in a normal situations. A voice communication test must be used for screening. A hearing test must be required when the screening test is failed.

b.1.d. Must be able to climb bridge stairs and ladders (on-site test).

b.1.e. Must be drug free (in accordance with Federal Drug Free Work Place Act of 1988, PL 100-690).

b.1.f. Must be capable of hand cranking bridge gates (on-site test).

b.1.g. Must be capable of carrying and placing traffic control devices (approximately 30 pounds).

b.2. Must have a local telephone for emergency contact.

b.3. Must be at least 18 years old.



C. SKILLS, EDUCATION AND ABILITY

- c.1 Must be able to read and comprehend Commission and United States Coast Guard manuals, rules, regulations and procedures (classroom and on-site testing).
- c.2 Must be able to keep logs and records in accordance with MDOT procedures in correct, legible English.
- c.3 Must be able to effectively communicate in English on the VHF marine radio.
- c.4 Must be able to follow instructions.
- c.5 Must be able to perform minor maintenance on structures (on-site test).
- c.6 Must have certification as Trained Bridge Operator. Operators working on more than one bridge must be trained on each structure. Training is valid for 24 months for a specific bridge.



EXHIBIT B

BRIDGE OPERATORS MANUAL

ITEM

- I. FORWARD
- II. NOTE TO THE BRIDGE OPERATOR
- III. JURISDICTION
- IV. BRIDGE OPENING SCHEDULES
- V. DISASTERS
- VI. SIGNALING
 - A. GENERAL
 - B. PROPER USE OF CHANNEL 16 VHF-FM
 - C. BRIDGE TO BRIDGE RADIOTELEPHONE, CHANNEL 12 OR 22 VHF-FM
 - D. IMPROPER USE OF THE RADIOTELEPHONE
 - E. SOUND SIGNALS
 - F. VISUAL SIGNALS
- VII. GENERAL INSTRUCTIONS
 - A. RESPONSIBILITY
 - B. CONDUCT
 - C. ACCIDENT REPORTS
 - D. EMERGENCIES
 - E. ENCROACHMENT
 - F. SAFETY
 - G. LIGHTING
- VIII. BRIDGE MAINTENANCE
- IX. INSTRUCTIONS AND GUIDES FOR COMPLETING FORMS
- X. MISCELLANEOUS REQUIREMENTS



Contractor's Bridge Operators Manual

I. Forward

- A. This manual has been prepared by The Department to describe the duties and responsibilities of bridge operators under contract to the Department.
- B. The procedures for bridge operations are intended to prevent damage to persons or property.

II. Note to the Bridge Operator

- A. The Department has entrusted to your care, thousands of lives daily and valuable mechanized equipment, proper care and operation of which is of primary importance to the people using the highways and waterways of the State. It is your duty to conduct all operations of the bridge in accordance with the regulations of the United States Government and with all Local and State Statues; to adhere to the policies and instructions as given in this manual which may be supplemented by additional instructions from the local Contract Compliance Inspector; to take such action as will be required to maintain safe bridge operation; and to maintain cleanliness on the bridge and in the bridge house; to call local police when necessary to maintain order on or near the bridge.
- B. You are to be courteous and responsible at all times. Under no circumstances are you to participate in arguments with marine traffic operations or users of the bridge. If you follow the guide and procedures of the manual and any new instructions from your supervisors, communications with the public will be minimal and you will be performing your duties to a high standard. If you find yourself, at any time while on duty, about to lose your temper in dealing with any member of the public; don't do it. No good to yourself, the Contractor or the Department can result. Calm yourself and deal with the public reasonably or call the local police for assistance.
- C. You are required and directed to familiarize yourself with the contents of this manual and any special regulations issued pertaining to the bridge or bridges which you operate. You are responsible for operating the bridge in strict compliance with this manual, and any other special instructions that you may receive from the Contractor or local Contract Compliance Inspector.
- D. You or another competent, careful, reliable, bridge operator, as certified by the Contractor, shall be on duty at all times prescribed in the contract for the purpose of operating the drawbridge.



III. Jurisdiction

- A. Primary jurisdiction to regulate drawbridges over the navigable water of the United States is vested in the U.S. Coast Guard. The regulations are codified in the **CODE OF FEDERAL REGULATIONS, TITLE 33 Navigation and Navigable Waters, herein after referred to as CFR33.**

Such bridges owned by the Department have been constructed or maintained and operated by permit to the Department. All rules for the Contractor to operate the bridges shall be issued by the Department. For this purpose communication will normally be between the local Contract Compliance Inspector or a designee and the Contractor or a designee.

- B. If any person knowingly fails to comply with any regulation or rule issued or order given under the provisions of CFR33, or knowingly obstructs or interferes with the exercise of any power conferred by CFR33, he shall be punished by imprisonment for not more than ten years and may at the discretion of the court, be fined not more than \$10,000.00. Some of the information provided in this document is from the CFR33 United States Coastal Pilot 6. The Contractor is advised to purchase the CFR33 United States Coastal Pilot 6 and any updates for each bridge and be knowledgeable of the rules and regulations contained herein. The Contractor is advised that this information is subject to change and he should train and educate his bridge operating personnel accordingly.
- C. In the event the Contractor believes a rule issued by the Department is in conflict with a rule in the CFR33, he should immediately request a conference for clarification with the Contract Compliance Inspector.

IV. Bridge Opening Schedules

- A. All bridges are operated on a schedule approved by the United States Government. The schedule is detailed in the CFR33, 117.647 and furthermore, the schedule for each bridge will be provided to the Contractor by the Contract Compliance Inspector. The Contractor shall assure that the schedule is posted in the bridge house, and is readily visible to the bridge operator. In the event the Contractor is assigned a bridge for which advanced requests for openings is required, the Contract Compliance Inspector will advise the Contractor of such requests and the Contractor will assure that the bridge is operated at the times requested. Notwithstanding such approved schedules or requests; when a bridge operator is informed by a reliable source that an emergency vehicle is due to cross the bridge or if he sees or hears an emergency vehicle approaching, the bridge operator shall take all reasonable measures to have the bridge closed at the time the emergency vehicle arrives at the bridge. The bridge operator shall be responsible for giving appropriate signals to any approaching vessels under these circumstances.
- B. Except as provided by particular bridge opening schedules, drawbridges shall be opened promptly and fully for the passage of vessels when a request to open has been given in accordance with signaling procedures established herein. Under no circumstances is the bridge operator to question the vessel operator as to his right for a bridge opening based on the height of the vessel. If a bridge operator is required to open a bridge for a vessel because of a nonstructural fixture on that vessel, which in his opinion, is not essential to navigation or which is easily lowered, he is to complete the Bridge Operator's Report on Unnecessary Bridge Opening and submit it to his supervisor and to the Contract Compliance Inspector.
- C. The Department may obtain permission from the U.S. Coast Guard to temporarily alter the schedule or obtain permission to temporarily close the bridge. When permission is obtained, the Department will inform the Contractor and the Contractor and the bridge operator are required to comply with the temporary conditions.



- D. During Civil Defense emergencies or under certain weather conditions, the Department may issue orders to the Contractor or the bridge operators to open or close the bridge contrary to the schedule. The Contractor and the bridge operators are required to comply with these emergency orders.

V. Disasters

- A. Federal regulations authorize drawbridges to remain closed during a natural disaster unless the Coast Guard specifically directs otherwise. The regulations do not permit closure in anticipation of a disaster without prior Coast Guard approval.
- B. Authorities desiring to temporarily cease or restrict drawbridge openings the arrival of a disaster must obtain authorization from Rear Admiral, G. Woolover, Commander, Ninth Coast Guard District. Call (313) 568-9580 between 7:30am and 4:00pm, Monday through Friday. At all other times call the Coast Guard Duty Officer at Bay City (517) 892-0556. The Duty Officer will relay the request and furnish a response within minutes. Temporary closures are approved on a case by case basis. Specific regulations may exist for certain bridges which require opening a signal during periods of storm warning or alerts.
- C. High winds or ice or snow loads may make a drawbridge inoperable or subject it to damage. Drawbridges are authorized to remain closed while experiencing steady winds, ice, or snow loads if the Department has determined that closure is required to prevent damage to the bridge. Requests to close drawbridges to prevent damage will be considered by the Coast Guard. Such requests will be made by the Department to the Coast Guard.

VI. Signaling

A. General

1. The operator of each vessel requesting a drawbridge to open shall signal the bridge operator and the bridge operator shall acknowledge that signal. The vessel operator shall repeat the signal until the bridge operator has acknowledged in some manner.
2. The authorized signal devices and order of preference to be used to request an opening and to acknowledge a request shall be:
 - a. Communication by radiotelephone.
 - b. Sound signals
 - c. Visual signalsWhatever signals are used they must be sufficient to alert the person being signaled.
3. All acknowledging signals given by the bridge operators shall follow the requesting signal by no more than 30 seconds.
4. Vessel Signals for Bridge Opening Request (Communication by Radiotelephone)

**B. Proper Use of Channel 16 VHF-FM**

1. Channel 16 VHF-FM is designed by the Federal Communications Commission (FCC) as the National Distress, Safety and Calling frequency. It must be monitored at all times by vessels underway. Calls to other vessels are normally on Channel 16, and except in an emergency, should shift to another channel to communicate. If a vessel cannot be raised on Channel 16 for communication concerning navigational safety, an attempt can be made on Channel 12 or 22.
2. The Coast Guard has received complaints concerning the failure of vessels to answer calls from other vessels on Channel 16 VHF-FM. Incidents of failure to respond on Channel 16 involving safety communications should be reported to the nearest Coast Guard Marine Safety Office.
3. FCC Regulations prohibit radio checks with the Coast Guard on Channel 16 VHF-FM, except when conducted by FCC representatives, qualified radio technicians installing or repairing equipment, or when requested by the Coast Guard.

C. Bridge-to-Bridge Radiotelephone, Channel 12 or 22 VHF-FM

1. The Vessel Bridge-to-Bridge Radiotelephone Act, Public Laws 92-63, requires subject to the regulations, while navigating, to be equipped with at least one single channel transceiver capable of transmitting and receiving on Channel 12 or 22 VHF-FM. Vessels with multichannel equipment are required to have an additional receiver so as to be able to guard Channel 12 or 22 in addition to Channel 16 as required by Federal Communications Commission regulations.
2. Voice radio bridge-to-bridge communication between vessels is an effective aid in the prevention of collision where there is restricted maneuvering room and/or visibility. This channel should be monitored by small craft and recreational vessels to determine the intentions of larger vessels.
3. The use of bridge-to-bridge voice communication in no way alters the obligation to comply with the provisions of the Navigation Rules, International-Inland. Additional information may be found in the Navigation Rules, International-Inland (COMDTINST 16672.B).

D. Improper use of the Radiotelephone

Improper use of a radiotelephone is a criminal offense. The use of obscene, indecent or profane language during radio communication is punishable by a \$10,000 fine, imprisonment for two years or both.

E. Sound signals

1. Communication by radiotelephone may be used to request the bridge opening, however, when the contact cannot be initiated or maintained, sound or visual signals as below should be used.



2. Sound signals shall be made by whistle, horn, megaphone, hailer or other devices capable of producing the described signals loud enough to be heard by the bridge operator. "Prolonged blast" means a blast of four to six seconds duration and "short blast" means a blast of approximately one second duration. The sound signal to request the opening of a bridge is one prolonged blast followed by one short blast sounded not more than three seconds after the prolonged blast. For vessels requiring to be passed through a bridge during a scheduled closure period, the sound signal to request the opening of the bridge during that period is five short blasts sounded in rapid succession.

F. Visual signals

1. When the bridge can be opened immediately, the visual signal to acknowledge a request to open the bridge is one of the following:
 - a. A fixed or flashing white, amber or green light or lights. (This is automatic with the sounding of the horn)
 - b. White flag raised and lowered vertically.
 - c. A white, amber or green light raised and lowered vertically.
2. When the draw cannot be opened immediately, or is open and must be closed promptly, the visual signal to acknowledge a request to open the bridge is one of the following:
 - a. A red flag or red light swung back and forth horizontally in full sight of the vessel.
 - b. A fixed or flashing red light or lights.
3. The acknowledging signal when the bridge cannot open immediately or is open and must be closed promptly shall be repeated until acknowledged in some manner by the requesting vessel. If the vessel does not continue its approach, this can be interpreted by the bridge operator as his acknowledgment as the bridge operator can stop his signal.
4. On bridges equipped with marine light signals an appropriate light configuration might be a flashing amber to acknowledge the vessel signal when the bridge can be opened, a flashing green when the bridge is fully open (in addition to the required lift span green lights), and a flashing red light when the draw cannot be opened or must be immediately closed.

VII. General Instructions

A. Responsibility

1. The bridge operator shall not permit persons in the bridge house at any time without prior authorization of the Contract Compliance Inspector or the project manager. Fire hazard inspection authorities, properly identified, may enter the bridge house at any time, to perform their duties. The Contract Compliance Inspector will provide a list of authorized personnel for each bridge. He/she, with prior written approval, may permit others. No personnel may enter the bridge house unless they present their picture identification card.



The Contractor is to identify which of his personnel are authorized. A person's presence in the bridge house can be justified only if it is required for the Department or contracted functions or as approved by the Contract Compliance Inspector with the concurrence of the Contractor.

2. The bridge operator shall not permit any person to operate the bridge except assigned and properly trained bridge operators or persons in training to become a bridge operator. Such trainees should never be left alone to operate the bridge. Not more than two (2) persons in addition to the bridge operator may be in the bridge house at any given time for the purpose of training except for initial training.
3. The bridge operator must remain on duty until relieved by a qualified bridge operator. The bridge operator shall not turn the bridge over to a person in an aberrant state of mind or to a person who is under the influence of drugs or alcohol. Personal safety is of paramount concern to the Department. The bridge operator must employ his own judgement in considering whether or not to abandon the bridge house when he feels his personal safety is in jeopardy. Careful consideration and good judgment is required however, since abandonment of a bridge house is a serious matter to the Department and to the Federal Government. The bridge operator may be called upon to justify his abandonment, and discipline by the Contractor and prosecution by the State and Federal Government may follow.
4. The bridge operator will maintain a current record or log, on forms approved by the Contract Compliance Inspector, of the following:
 - a. Boat passage and bridge openings
 - b. The results of required inspections
 - c. Malfunction of any equipment or bridge mechanism.
 - d. Any unusual happenings that might be of interest to the Contractor or the Department.
 - e. The bridge operator shall log any and all personnel entering the bridge structure for any reason in form.
 - f. The contractor shall log all training.
5. The bridge operator shall report any failure, disorder or breakage which will, in any way, affect the efficient operation of the bridge, its fender system, safety devices or other appurtenances, to his supervisor immediately. The bridge operator's report should, whenever possible, include full information as to what repairs or replacements can be made without delay.
6. The bridge operator will not go to **sleep** while on duty. Any bridge operator who does not remain alert and watchful at all times may be subject to discipline by the Contractor and prosecution by the State and the Federal Government.
7. The bridge operator shall not engage in private business while on duty.



8. The bridge operator shall not have any unnecessary conversation with boaters.
9. The bridge operator is not permitted to have any appliances or furniture in the bridge house without prior approval from the Contract Compliance Inspector.
10. The bridge operator shall not fish at the bridge or store fishing equipment in the operator house. No one is permitted to fish from the draw span or the bridge fender system or in any way by their presence hinder the operation of the draw bridge. The bridge operator should use reasonable control efforts and prudence to discourage this. The bridge operator shall contact local police for assistance when reasonable control efforts fail.
11. Boats are not permitted to be tied or moored to the bridge fender system. Small craft shall not be allowed to anchor or moor to the bridge. The bridge operator shall contact local police for assistance when reasonable control efforts fail.
12. No pets are allowed in the bridge operator house.
13. It is the responsibility of all bridge operators on duty to check all navigation lights each day. He is to make a note in the Bridge Operator's Log as to the results of this check and immediately report to his supervisor any malfunctioning lights.
14. When authorized by the Contract Compliance Inspector, the bridge operator may operate the bridge for authorized personnel.
15. The Department's maintenance personnel may request test openings or may operate the bridges.

B. Conduct

1. All bridge operators are required to conduct themselves so as not to reflect discredit to themselves, or the Department while on duty. The public has every right to expect and receive proper courtesy and consideration. Any bridge operator who acts in an improper manner may be disciplined or dismissed by the Contractor.
2. No alcoholic beverages or illegal drugs may be brought into the bridge operator house. The bridge operator shall not report to work under the influence of alcohol or illegal drugs and shall not consume alcohol or use illegal drugs while on duty. Bridge operators that fail to comply shall be subject to immediate dismissal by the Contractor.
3. The bridge operator shall wear appropriate approved attire for his position.

**C. Accident Reports**

1. **Vessel Accident Report** - Immediately after a bridge/vessel accident occurs, the bridge operator shall call his supervisor and report the accident and its apparent seriousness. As soon as possible thereafter, the bridge operator shall submit a full report to his supervisor.
2. **Vehicular, Pedestrian or Bicyclist Accident Reports** - Immediately after a bridge/ vehicle / pedestrian/ bicyclist accident occurs, the bridge operator shall call his supervisor and report the accident and its apparent seriousness. As soon as possible thereafter, the bridge operator shall submit a full report to his supervisor as appropriate.
3. The bridge operator shall not discuss details of any accident, vessel or vehicular, with anyone other than the Contractor, officials of the Department, law enforcement officers or properly identified representatives of the Department's insurance company.

D. Emergencies

1. In case of emergencies, such as power failures, or the bridge being damaged to such an extent that it cannot be safely operated, the bridge operator shall immediately call his supervisor.
2. Bridge operators are not to comply with any request to raise the bridge they are operating for the purpose of forming a roadblock. Any such request should be referred to his supervisor.

E. Encroachment

The bridge operator will promptly report to his supervisor any trespass on the Department's right-of-way within the vicinity of the bridge for activities, such as: erection of buildings, cutting timber, removing sand or other material, digging ditches, using the banks of the waterway as loading points where the use is clearly of commercial nature.

F. Safety

1. The bridge operator is expected to conduct himself in a manner that is safe for himself, others and property. The Contractor and the bridge operator are responsible to comply with Federal Occupational Safety and Health Act (OSHA) rules and Michigan Occupational Safety Rules (MIOSHA).
2. Life jacket must be worn any time the bridge operator or other contract personnel are in an area where they are exposed to falling in the water and as defined by OSHA and MIOSHA. Life jackets shall be securely fastened when they are being worn.
3. Any water standing around electrical switchgear will be mopped dry and a rubber floor mat put in place before electrical gear is operated.
4. First aid kits are for emergency use only and shall be refilled after use by the contractor.

**G. Lighting**

1. Each bridge operator on duty during hours of darkness shall check the street lights and navigation lights at the beginning of his shift or as soon as it becomes dark and regularly throughout the hours of darkness. A record of the results of these inspections shall be entered in the Bridge Operator's Log.
2. Battery - operated lights shall be kept in readiness at all times and must be placed in their proper place for use when electrical power fails.

VIII. Bridge Maintenance

- A. If the main electric circuit at the bridge goes off, the operator will contact the Contract Compliance Inspector for instructions.
- B. The bridge operator is responsible to inform the Project Manager upon a mechanical malfunction or of any event that may have jeopardized the structural integrity of the bridges.
- C. The bridge operator is to cooperate fully with Department personnel with the personal safety of himself and all members of the Department of utmost priority. Good clear communication is vital while Department personnel are on the site.
- D. If any member of the Department is in the machinery section of the bridge, notification of a bridge span movement is absolutely necessary. If available, two way radios will be used for this purpose. If radios are not available, any other means of communication agreed upon at the site may be employed.
- E. If the bridge operator has any doubts as to whether the communication is fully understood, he should not proceed with any movement of the bridge span.
- F. Maintenance personnel may give the bridge operator instructions that seem counter to the instructions given in this manual. The bridge operator is to comply with the crew leader's instructions and make a note in his Bridge Maintenance Log to that effect. If the bridge operator cannot comply with the maintenance personnel's instructions, he is to call the Project Manager immediately for assistance.

IX. Instructions and Guides for Complete Forms

- A. All entries are to be printed or typed in vertical lettering in capital letters, no script.
- B. Days of the week, if abbreviated, shall be MON, TUES, WED, THUR, FRI, SAT, AND SUN.
- C. Months, if abbreviated shall be the standard three letter abbreviation.
- D. Numbers shall be shown in Arabic numerals, i.e., 1, 2, 3, 4, 5, 6, 7, 8, 9, and 0.
- E. Never use ditto marks.



- F. Enter "PM" or "AM" clearly as required.
- G. When showing direction, indicate the direction the vessel or vehicle is going.
- H. Weather indications are to be shown as follows:
 - 1. "W" for windy
 - 2. "C" for calm
 - 3. "R" for rain
 - 4. "S" for sunny
 - 5. "F" for foggy
 - 6. "NW" for no wind
 - 7. "CH" for choppy
 - 8. "RT" for torrential rain
 - 9. "PS" for partly sunny
 - 10. "VF" for very foggy
 - 11. "HW" for high wind
 - 12. "CHB" for very rough choppy
 - 13. "NS" for no sun
- I. When signing in or out for duty, the bridge operator is to sign his/her name on the required form, showing day of the week, date and time of sign in.
- J. Vessels shall be identified on by:
 - 1. Pleasure
 - 2. Commercial
 - 3. Tug-With-Tow
 - 4. Government

X. Miscellaneous Requirements

- A. Contractor agrees to employ only qualified people who are skilled in the performance of work specified herein. Should the Department's Contract Compliance Inspector or Designated Representative find any person(s) on the contract incompetent, unfit or otherwise objectionable for his/her duties and so certify the facts to the Contractor, the Contractor shall immediately cause the employee to be removed from the Contract and shall not be reemployed on the Contract without written consent of the Department's Contract Compliance Inspector or Designated Representative.
- B. The Contractor's employees shall wear approved attire and carry picture identification tags at all times while on Department property.

**ATTACHMENT B-I****OPERATING INSTRUCTIONS FOR THE
VETERANS MEMORIAL BRIDGE****SEQUENCE OF NORMAL OPERATION (AUTOMATIC)**

The span shall normally be operated using the commercial electric power source and all span main drive motors. In the event of failure of the commercial power source, the span shall be operated electrically by energizing the engine generator set provided for auxiliary drive operation. The span normally will be retained in the seated, closed position. The sequence of normal operation shall be as follows:

A. OPERATION PROCEDURE**a.1 Preliminary Switch Settings**

- a.1.a Check supply voltage with PHASE VOLTAGE selector switch. Voltage should be within 5% of 480 volts line-to-line. (455-505 volts)
- a.1.b The MAIN DRIVE SPEED SELECT will normally be in the "AUTO" position for all spans, unless it is desired to operate the span at a MAINTENANCE creep speed.
- a.1.c The THRUSTER BRAKE key switch will normally be in the "AUTO SET" position. The MANUAL RELEASE function is used only when the programmable controller is inoperable and the auxiliary drive system is inoperable. The MANUAL RELEASE function should be used only when all other brake release systems are inoperable.

NOTE: ALL OPENING FOR VESSELS WISHING TO PASS THROUGH THE DRAW OF THE BRIDGE SHALL BE FULL OPENINGS PER COAST GUARD REQUIREMENTS.

NOTE: "911" WILL BE NOTIFIED PRIOR TO EACH OPENING AND AFTER EACH CLOSING.

B. TO OPEN SPAN

- b.1 Turn the BRIDGE CONTROL key switch to "ON". This will activate all control circuits, traffic signals, all traffic gates, and all main drive motors. The operator can verify that control power is present by observing that the "WHITE" indicating lights for stated systems are illuminated.
- b.2 Set traffic signals by turning TRAFFIC SIGNALS to "RED". This will turn "ON" the warning gongs, turn the traffic signals "YELLOW" and after a 5 second delay required to retard traffic flow, the traffic signals will automatically turn "RED".



- b.3 Signal the vessel with one long and one short with the HORN push-button if the span will be opened immediately, or with five distinct blasts in rapid succession if a delay is necessary due to a traffic jam, accident, or other causes.
- b.4 When oncoming traffic has stopped, lower both oncoming gates with the NE and SW TRAFFIC GATE LOWER control switch.
- b.5 When oncoming traffic gates are lowered and it is observed that the span is clear of traffic and pedestrians, then lower both off going gates with the SE and NW TRAFFIC GATE LOWER control switches.

Observe the indicating lights as follows:

<u>LAMPS</u>	<u>COLOR</u>	<u>INDICATION</u>
TRAFFIC SIGNALS	Red	Signals against traffic
TRAFFIC GATES (All)	Red	Gates closed
BRAKES (Mtr. & Mach.)	Green	Brakes applied
SPAN	Green	Span closed
MAIN DRIVE SPEED SELECT	Green	Motor speed automatic

- b.6 Observe that no vehicles or pedestrians are near the movable span, then turn AUTO RAISE switch to begin raising the spans.
 - b.6.a The “AUTO RAISE” light will illuminate, indicating that the AUTO RAISE circuit is active.
 - b.6.b The brakes will be released as soon as “RAISE” signal to the drive motors is initiated. The brake lights will go from GREEN to RED as the brakes are released.
 - b.6.c Power will be applied to the span drive motors. The “MOTOR RUN” lights for all spans will illuminate and the motor ammeters will show a surge in current as torque is applied to move the spans. The speed indicators will show a gradually rising speed as both motors speed up to 1750 RPM in 10 seconds. The span position indicator will show span angle above the seat.
 - b.6.d As the span leaves the seat, the “CLOSED” light will extinguish, and the “NEAR CLOSED” light will illuminate, until the span has risen 11 degrees.



b.6.e Any abnormal event that would interfere with the proper operation of the span will caused the span drives to stop, and will activate the annunciator horn and cause the associated annunciator light to flash. Depress the “ACKNOWLEDGE” push-button to silence the horn, and cause the annunciator light to glow at a steady rate.

b.6.f The warning gongs will stop when the spans rise above the seat.

Observe the indicating lights as follows:

<u>LAMPS</u>	<u>COLOR</u>	<u>INDICATION</u>
TRAFFIC SIGNALS	Red	Signals against traffic
TRAFFIC GATES	Red	Gates closed
MAIN DRIVE FULLY AUTO	Red	Auto Raise & Push to Stop
BRAKES	Red	Brakes released
SPAN	None	Span between NEAR CLOSED and NEAR OPEN

b.7 As the span approaches about 63 degrees, as observed on the SPAN INDICATOR and the amber colored NEAR OPEN indicating light, the drive motor control will automatically slow the span speed down from normal high speed mode and will automatically stop the span when the span reaches full open position. Power will be cut from the motor, and the motor and machinery brakes will be applied, holding the span in the full open position.

Observe the indicating lights as follows:

<u>LAMPS</u>	<u>COLOR</u>	<u>INDICATION</u>
TRAFFIC SIGNALS	Red	Signals against traffic
TRAFFIC GATE (All)	Red	Gates closed
BRAKES	Green	Brakes set
SPAN	Red	Span open



C. TO CLOSE SPAN

- c.1 After confirming that the vessel has cleared the span and no vessels are approaching the span for passage through the opening, sound one warning blast, denoting the closing of the spans.
- c.2 Turn the AUTO LOWER control switch to LOWER which gives power to release the brakes and applies power to the drive motor control which limits the available power to the motor to start the closing of the span. Observe the indicating lights showing the approximate position of the span and observe the span automatically begins slowing down at about 11 degrees. Also note that the motor ammeters are reading negative values as the motors are acting as generators to absorb the kinetic energy of the span.

When the span gets to about 3.5 degrees, the spans will slow from the approach speed to full stop indicating the spans are properly mated. Press and hold the “PRESS TO SEAT” push-button until the spans are fully seated. The warning gongs will come on when all spans are fully down.

Power will automatically be cut off thus locking the span in position.

The spanlocks will automatically be driven. When the drive motors are “OFF”, the automatic lowering sequence will be complete and the “LOWERING” light will extinguish.

Observe the indicating lights as follows:

<u>LAMPS</u>	<u>COLOR</u>	<u>INDICATION</u>
TRAFFIC SIGNALS	Red	Signals against traffic
TRAFFIC GATES	Red	Gates closed
BRAKES	Green	Brakes set
SPAN	Green	Span closed

- c.3 Visually observe that the bridge spans are down and that no pedestrian are near the traffic gates. Raise the traffic gates by turning the NW and SW RAISE control switches, then the NE and SE RAISE control switches. Limit switches will automatically stop the gates at the open positions.
- c.4 When all gates are at the open limits, set the TRAFFIC SIGNALS switch to GREEN/LOCK. The warning gongs will now go off.



Observe the indicating lights as follows:

<u>LAMPS</u>	<u>COLOR</u>	<u>INDICATION</u>
TRAFFIC SIGNALS	Green	Signals for traffic
TRAFFIC GATES (All)	Green	Gates open
BRAKES	Green	Brakes set
SPAN	Green	Span closed

c.5 Turn the BRIDGE CONTROL key switch to “OFF”. This will cut off power to all control circuits.

SEQUENCE OF AUXILIARY DRIVE OPERATION

At the time of printing, the operation sequence for the auxiliary drive had not been submitted to the Department by the Bridge Construction Contractor. This material will be distributed when it becomes available.



ATTACHMENT B-II

OPERATING INSTRUCTIONS FOR THE LAFAYETTE STREET BRIDGE

Prior to operation of the span in either MANUAL or NORMAL (AUTOMATIC), two of the four DC drive packages must be online. This is indicated when the two GREEN lights on the console identified as "DRIVE READY" are illuminated. If they are flashing the drives need to be reset. This is done by pushing the "RESET BUTTON" on the door of the offending drive. At this time, the green READY light on the door of the drive will illuminate. If the drive will not reset contact the supervisor who, will contact the Contract Compliance Inspector or the Department Maintenance Division.

SEQUENCE OF NORMAL OPERATION (AUTOMATIC)

NOTE: ALL OPENINGS FOR VESSELS WISHING TO PASS THROUGH THE DRAW OF THE BRIDGE SHALL BE FULL OPENINGS PER COAST GUARD REQUIREMENTS.

NOTE: "911" WILL BE NOTIFIED PRIOR TO EACH OPENING AND AFTER EACH CLOSING.

THE CENTER LOCKING CONTROL SWITCH MUST BE IN THE AUTOMATIC POSITION PRIOR TO REACHING THE FULL OPEN POSITION IF AUTOMATIC CLOSURE IS DESIRED.

A. TO OPEN SPAN

a.1 Turn both mode selector switches, Near Side and Far Side Selector Switches (NSS and FSS) to NORMAL.

a.2 Depress AUTO PERMISSIVE "ON" push-button.

The GREEN indicating lamp "AUTO PERMISSIVE ON" will illuminate. The GREEN indicating lamp "SYSTEM IN AUTO" lamp will illuminate if there are no faults as evidenced by the fault register.

a.3 Turn both TRAFFIC CONTROL SWITCHES to AUTO.

a.4 Depress push-button "START OPERATING".

The red arm flashers on all four gates will begin flashing. The green traffic lights for both near and far sides will extinguish and the yellow traffic lights will illuminate. A time delay will occur at the end of which the yellow traffic lights will extinguish and the red traffic lamp will illuminate. The near and far side oncoming gates are now enabled.

a.5 Manually lower the two oncoming gates (Gates #1). Visually observe the gates are down. The GREEN "ALL GATES OPEN" lamp will extinguish. Visually observe lack of pedestrian and vehicular traffic.



- a.6 Close the two off going gates (Gates #2). Visually observe that the gates are closed. The RED "ALL GATES CLOSED" indicating lamp will illuminate. All rear locks will release at this time. This will be indicated by the Rear Lock "RELEASED" indicating lamps switching from RED to GREEN.
- a.7 After all gates are closed and the locks are released, the lube pumps will automatically start. Proper operation is assured by the four GREEN "LUBE SYSTEM READY" lamps will illuminate. NOTE: The two "PRIMARY RESERVOIR READY" lamps should always be lit.
- a.8 Depress "OPEN LEAF" push-button.

The brakes will release and the leaves will begin to open. The horn will automatically sound, one long and one short blast. The leaves will accelerate to fast speed when the "CENTER LOCKING" position is cleared. The span will decelerate automatically as the fully open position is approached. The navigation lights will switch from RED to GREEN. The leaves will decelerate and stop automatically.

NOTE: If, during an opening cycle, one or more of the locks do not release, the "AUTO" operation shall be suspended by changing the MODE switch to "MANUAL" and the affected lock(s) operated manually. Once the locks are all released, the MODE switch should be placed back in the "NORMAL" position, the "AUTO PERMISSIVE ON" push-button depressed and the "AUTO RESET" push-button depressed. These actions will place the control back in the "AUTOMATIC" mode as evidenced by the two GREEN indicator lamps. "AUTO PERMISSIVE ON" and "SYSTEM IN AUTO" being illuminated.

B. TO CLOSE SPAN

To close the leaves, the mode selector switches must still be in the "NORMAL" positions and the

"CENTER LOCKING CONTROL SELECT" switch must be in the "AUTO" position. The GREEN "AUTO PERMISSIVE ON" and "SYSTEM IN AUTO" indicating lamps must be illuminated.

- b.1 Depress CLOSE LEAF push-button. Depress push-button marked "DUPLEX HORN" and sound one blast. The near side leaf will accelerate to full speed. After a short delay, the far side leaf will accelerate to full speed. The near leaf will decelerate and stop at the CENTER LOCKING POSITION. (approx. reading 12.43°). The near leaf WHITE "CENTER LOCKING POSITION" will illuminate. When the far leaf reaches the CENTER LOCKING POSITION, the far leaf WHITE "CENTER LOCKING POSITION" indicating lamp will illuminate.

If the CENTER LOCKING SELECT control switch is in the AUTO position, the near leaf will restart when the far leaf reaches a position approximately 0.10° above it. The two leaves will creep into the fully closed position. The WHITE "FULLY CLOSED POSITION" lamps will illuminate.



- b.2 Once both leaves are fully closed and the brakes have set, all rear locks will lock as evidenced by the GREEN locks "RELEASED" indicating lamps extinguishing and the RED locks "LOCKED", indicating lamps illuminating. All gates will automatically open. The GREEN "ALL GATES OPEN" indicating lamp will illuminate. The RED "ALL GATES CLOSED" indicating lamp will extinguish.

SEQUENCE OF MANUAL OPERATION

To operate the system, the mode switches Near Side and Far Side Selector Switches (NSS AND FSS) must be placed in the manual position.

NOTE: THE CENTER LOCKING CONTROL SWITCH MUST BE IN THE AUTOMATIC POSITION FOR BOTH AUTOMATIC AND MANUAL OPERATION.

NOTE: ALL OPENING FOR VESSELS WISHING TO PASS THROUGH THE DRAW OF THE BRIDGE SHALL BE FULL OPENINGS PER COAST GUARD REQUIREMENTS.

C. TO OPEN SPAN

- c.1 Set far and near side TRAFFIC CONTROL switches to MANUAL. Gate Arm flashers will commence flashing, the green traffic signals will extinguish, the yellow traffic lights will illuminate. Following a time delay, the yellow lights will extinguish and the red traffic lights will illuminate. Proper operation of the arm flashers and the red traffic lamps is evidenced by solid RED indicator lights marked "RED TRAFFIC LIGHT ON" and "RED ARM LIGHTS FLASHING".
- c.2 The CENTER LOCKING SWITCH must be in the "AUTOMATIC" position, or the leafs will not stop at CENTER LOCKING POSITION.
- c.3 Hold near and far GATE #1 control switches in the LOWER position. Far and near side oncoming gates will lower. Visually observe gates to ensure they are lowered. Observe pedestrian and vehicular traffic flow across span. Check for zero traffic.
- c.4 Hold near and far GATE #2 control switches in the LOWER position. Far and near off going gates will lower. RED indicating lamp "ALL GATES CLOSED" will illuminate.
- c.5 Hold near and far REAR LOCKS #1 control switches in the RELEASE position. The #1 REAR LOCKS will be released as indicated by the GREEN indicating lamps marked "RELEASED".
- c.6 Hold near and far REAR LOCKS #2 control switches in the RELEASE position. The #2 REAR LOCKS will be released as indicated by the GREEN indicating lamps marked "RELEASED".



- c.7 Signal the vessel, one long and one short, with the “DUPLEX HORN” push-button if the span will be opened immediately, or with five distinct blasts in rapid succession if a delay is necessary due to a traffic jam, accident, or other causes.

- c.8 Turn BOTH switches, marked LEAF MANUAL CONTROL, to the raise direction. Both far and near side lube systems will energize. GREEN “LUBE SYSTEM READY” lamps will illuminate. Both leaves will raise to the full open position. Speed points can be chosen by the operator or left to the control, which will automatically slow the drives and stop at the full open position. Observe RED “FULLY OPENED POSITION” lamps are illuminated. The GREEN navigation lamp marked “GREEN NAVIGATION ON” should be illuminated and the green navigation lamps at the tips of the leaves should be on.

NOTE: The two “PRIMARY RESERVOIR READY” lamps should always be lit.

D. TO CLOSE SPAN

- d.1 Ensure mode switches are in MANUAL.

- d.2 Depress push-button marked DUPLEX HORN, sound one warning blast.

- d.3 Turn near side switch marked “N. LEAF MANUAL CONTROL” to the LOWER position. The near side lube systems will be energized. The GREEN “LUBE SYSTEM READY” lamps will be illuminated. The leaf will accelerate to the speed selected by the operator. Allow approximately 10 seconds to elapse or the leaf is at 65° before starting FAR LEAF DOWN.

- d.4 Turn far side switch marked “F. LEAF MANUAL CONTROL” to the LOWER position. The leaf will accelerate to the speed selected by the operator. Both leaves will lower. **KEEP THE FAR LEAF ABOVE THE NEAR LEAF.** The leaves will decelerate to slow and then creep speed as they approach the center locking position. The leafs will stop at the CENTER LOCKING POSITION. Change the “CENTER LOCKING” SWITCH to the manual position. At this point, the both leafs should be started and the two leaves brought to the fully closed position together. This position will be indicated by the two WHITE lights marked “FULLY CLOSED POSITION”.

- d.5 Hold the near and far REAR LOCK #1 selector switches the LOCK position. The rear lock GREEN indicating lamps marked “RELEASED” will extinguish and the RED indicating lamps marked “LOCKED” will illuminate.

- d.6 Repeat the above procedure for the second set of locks using “REAR LOCK #2” selector switches.

- d.7 Raise near and far side gates #2. The RED indicating lamps identified as “ALL GATES CLOSED” will extinguish.

- d.8 Raise near and far side gates #1. The GREEN indicating lamp marked “ALL GATES OPEN” will illuminate.



- d.9 Turn both near and far TRAFFIC CONTROL switches to the AUTO POSITION. The RED traffic lights will extinguish. The GREEN traffic lights will illuminate. The gate arm flashers will extinguish.

- d.10 The navigation lamps will have turned back to red shortly after the near leaf began to lower.

- d.11 The bridge is now ready for pedestrian and vehicular traffic.

- d.12 **Return the CENTER LOCKING SWITCH to AUTOMATIC position.**

These instructions are intended as a guide for the operator. Operator vigilance is just as mandatory during "AUTOMATIC" operation as it is during manual.

ATTACHMENT B-III

INSTRUCTIONS FOR TRAFFIC CONTROL GATE MALFUNCTIONS

A. GATE REMAINS UPRIGHT (OPEN)

1. Request flagmen assistance from the Project Manager and/or crank the gate down by hand.
2. Block traffic using barricades or cones prior to opening the spans.
3. Change the gate "BYPASS SWITCH" from "NORMAL POSITION" to the "BY PASS POSITION" for the offending gate.
4. Open bridge.
5. Close bridge.
6. Remove cones or barricades.
7. Return "BYPASS SWITCH" to "NORMAL POSITION".
8. Complete Bridge Malfunction Report.

B. GATE REMAINS DOWN (CLOSED)

1. If the gate will not return to the upright position, the Bridge Operator will attempt to crank up the gate by hand.
2. Notify the Project Manager of the malfunction.
3. Complete the Bridge Malfunction Report.

C. “ALL GATES CLOSED” WITHOUT “ALL GATES CLOSED” LIGHT

1. Use the GATE BYPASS SWITCHES one at a time until the “ALL GATES CLOSED” LIGHT illuminates. This will identify the offending gate.
2. Notify the Project Manager of the malfunction.
3. Complete the Bridge Malfunction Report.

D. GATE IS DAMAGED BY TRAFFIC OR STORM

1. If by traffic, attempt to obtain driver and vehicle identification and license plate number.
2. Notify the Project Manager immediately.
3. Notify the local police.
4. Use Section A instructions-GATE REMAINS UPRIGHT (OPEN) when bridge needs to be opened with damaged gate.
5. Complete Vehicle Traffic Accident Report.
6. Complete Bridge Malfunction Report.

In all cases listed above, the Project Manager will notify the Contract Compliance Inspector, who will notify Maintenance for repair. Failure to perform any of the above procedures or complete the appropriate paperwork will be considered non-conformance of the Bridge Contract.