

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

CHANGE NOTICE NO. 3
 to
CONTRACT NO. 071B9200179
 between
THE STATE OF MICHIGAN
 and

NAME & ADDRESS OF CONTRACTOR	PRIMARY CONTACT	EMAIL
Advanced Underground Inspection 38657 Webb Drive Westland, MI 48185	Lori Guinard	lori@advui.com
	PHONE	CONTRACTOR'S TAX ID NO. (LAST FOUR DIGITS ONLY)
	734-721-0081	8574

STATE CONTACTS	AGENCY	NAME	PHONE	EMAIL
PROGRAM MANAGER / CCI	MDOT	See LSS Sheets		
CONTRACT ADMINISTRATOR	DTMB	Steve Rigg	517-284-7043	riggs@michigan.gov

CONTRACT SUMMARY			
DESCRIPTION: Pump Station Pit Cleaning – Michigan Department of Transportation			
INITIAL EFFECTIVE DATE	INITIAL EXPIRATION DATE	INITIAL AVAILABLE OPTIONS	EXPIRATION DATE BEFORE CHANGE(S) NOTED BELOW
April 9, 2009	March 31, 2014	2,one year	March 31, 2016
PAYMENT TERMS		DELIVERY TIMEFRAME	
Net 45		N/A	
ALTERNATE PAYMENT OPTIONS			EXTENDED PURCHASING
<input type="checkbox"/> P-card <input type="checkbox"/> Direct Voucher (DV) <input type="checkbox"/> Other			<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No
MINIMUM DELIVERY REQUIREMENTS			
N/A			

DESCRIPTION OF CHANGE NOTICE				
EXERCISE OPTION?	LENGTH OF OPTION	EXERCISE EXTENSION?	LENGTH OF EXTENSION	REVISED EXP. DATE
<input type="checkbox"/>		<input checked="" type="checkbox"/>	One year	March 31, 2017
CURRENT VALUE		VALUE OF CHANGE NOTICE	ESTIMATED AGGREGATE CONTRACT VALUE	
\$771,456.00		\$119,630.96	\$891,086.96	

DESCRIPTION: Effective September 9, 2015, this contract is hereby extended 12 months; and is increased by \$119,630.96. The revised contract expiration date is March 31, 2017. All other terms, conditions, specifications and pricing remain the same. Per contractor and agency agreement, and DTMB Procurement approval.

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

CHANGE NOTICE NO. 2
 to
CONTRACT NO. 071B9200179
 between
THE STATE OF MICHIGAN
 and

NAME & ADDRESS OF CONTRACTOR:	PRIMARY CONTACT	EMAIL
Advanced Underground Inspection 4400 Stecker Dearborn, MI 48126	Lori Guinard	lori@advui.com
	TELEPHONE	CONTRACTOR #, MAIL CODE
	734-721-0081	

STATE CONTACTS	AGENCY	NAME	PHONE	EMAIL
CONTRACT COMPLIANCE INSPECTOR	MDOT	See LSS Sheets		
BUYER	DTMB	Steve Rigg	517-284-7043	riggs@michigan.gov

CONTRACT SUMMARY:			
DESCRIPTION: Catch Basin Cleaning – Brighton TSC – Michigan Department of Corrections			
INITIAL EFFECTIVE DATE	INITIAL EXPIRATION DATE	INITIAL AVAILABLE OPTIONS	EXPIRATION DATE BEFORE CHANGE(S) NOTED BELOW
April 9, 2009	March 31, 2014	2 – 1 year options	March 31, 2015
PAYMENT TERMS	F.O.B	SHIPPED	SHIPPED FROM
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 type="checkbox"/> Yes	<input checked="" type="checkbox"/>	<input type="checkbox"/>	1 year	March 31, 2016
VALUE/COST OF CHANGE NOTICE:		ESTIMATED REVISED AGGREGATE CONTRACT VALUE:		
\$0		\$771,456.00		
Effective February 28, 2015, the second option year available on this contract is hereby exercised. The revised contract expiration date is March 31, 2016. Effective February 28, 2015 pricing on this contract is hereby updated per revised attachment A – Pricing Sheet Summary. All other terms, conditions, specifications and pricing remain the same. Per Contractor and Agency agreement, and DTMB Procurement approval.				

Change Notice Number 2

Contract Number 071B9200179

**Attachment A – PRICING SHEET SUMMARY as of February 28, 2015
Pump Station Pit Cleaning**

Location: 01 – Bay Region

Check all that apply	Description of Services	Unit of Measure	Cycles Per Year	Unit Cost	Total Price For Final Option Year
X	Pump Station wet well (pit)clean out Mt. Pleasant West Station	EA	1 per year	\$3,223.94	\$3,223.94
X	Pump Station wet well (pit)clean out Mt. Pleasant East Station	EA	1 per year	\$3,223.94	\$3,223.94
X	Pump Station wet well (pit)clean out Flint I-69 Station	EA	1 per year	\$3,223.94	\$3,223.94
X	Pump Station wet well (pit)clean out Dort Hwy. Station	EA	1 per year	\$3,223.94	\$3,223.94
X	Pump Station wet well (pit) clean out Bristol Rd. Station	EA	1 per year	\$3,223.94	\$3,223.94
X	Pump Station wet well (pit) clean out 8th St. Station	EA	1 per year	\$3,223.94	\$3,223.94
X	Pump Station wet well (pit) clean out R T Longway Station	EA	1 per year	\$3,223.94	\$3,223.94
X	Pump Station wet well (pit) clean out Pierson Rd. Station	EA	1 per year	\$3,223.94	\$3,223.94
X	Pump Station wet well (pit) clean out Arlene Dr. Station	EA	1 per year	\$3,223.94	\$3,223.94
X	Pump Station wet well (pit) clean out 13th St. Station	EA	1 per year	\$3,223.94	\$3,223.94
X	Pump Station wet well (pit) clean out Saginaw I-75 Station	EA	1 per year	\$3,223.94	\$3,223.94
X	Pump Station wet well (pit) clean out Saginaw M-46 Station	EA	1 per year	\$3,223.94	\$3,223.94

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

Change Notice Number 2

Contract Number 071B9200179

**Attachment A – PRICING SHEET SUMMARY as of February 28, 2015
Pump Station Pit Cleaning**

Location: 02 – Metro Region

Check all that apply	Description of Services	Unit of Measure	Cycles Per Year	Unit Cost	Total Price For Final Option Year
X	Pump Station wet well (pit) clean out Utica Station	EA	1 per year	\$2,529.49	\$2,529.49
X	Pump Station wet well (pit) clean out Martin Station	EA	1 per year	\$2,529.49	\$2,529.49
X	Pump Station wet well (pit) clean out Elm St. Station	EA	1 per year	\$2,529.49	\$2,529.49
X	Pump Station wet well (pit) clean out Frazho Station	EA	1 per year	\$2,529.49	\$2,529.49
X	Pump Station wet well (pit) clean out 10 Mile Station	EA	1 per year	\$2,529.49	\$2,529.49
X	Pump Station wet well (pit) clean out Stevens Station	EA	1 per year	\$2,529.49	\$2,529.49
X	Pump Station wet well (pit) clean out Nine Mile Station	EA	1 per year	\$2,529.49	\$2,529.49
X	Pump Station wet well (pit) clean out Shady Lane Station	EA	1 per year	\$2,529.49	\$2,529.49
X	Pump Station wet well (pit) clean out 11 1/2 Mile Station	EA	1 per year	\$2,529.49	\$2,529.49
X	Pump Station wet well (pit) clean out 11 Mile Station	EA	1 per year	\$2,529.49	\$2,529.49
X	Pump Station wet well (pit) clean out Dallas Station	EA	1 per year	\$2,529.49	\$2,529.49
X	Pump Station wet well (pit) clean out Woodward Heights Station	EA	1 per year	\$2,529.49	\$2,529.49
X	Pump Station wet well (pit) clean out Otis Station	EA	1 per year	\$2,529.49	\$2, 529.49
X	Pump Station wet well (pit) clean out Meyers Station	EA	1 per year	\$2,529.49	\$2,529.49
X	Pump Station wet well (pit) clean out Gilbert Lake Station	EA	1 per year	\$2,529.49	\$2,529.49
X	Pump Station wet well (pit) clean out River Rouge Station	EA	1 per year	\$2,529.49	\$2,529.49
X	Pump Station wet well (pit) clean out Lahser Station	EA	1 per year	\$2,529.49	\$2,529.49
X	Pump Station wet well (pit) clean out Evergreen Station	EA	1 per year	\$2,529.49	\$2,529.49
X	Pump Station wet well (pit) clean out Maple Ridge Station	EA	1 per year	\$2,529.49	\$2,529.49
X	Pump Station wet well (pit) clean out Nine Mile Station	EA	1 per year	\$2,529.49	\$2,529.49

**Attachment A – PRICING SHEET SUMMARY as of February 28, 2015
Pump Station Pit Cleaning**

Location: 03 University, Southwest, and Grand Regions

Check all that apply	Description of Services	Unit of Measure	Cycles Per Year	Unit Cost	Total Price For Final Option Year
X	Pump Station wet well (pit) clean out Willow Run Station	EA	1 per year	\$2,529.49	\$2,529.49
X	Pump Station wet well (pit) clean out Milan Station	EA	1 per year	\$2,529.49	\$2,529.49
X	Pump Station wet well (pit) clean out Azalia Station	EA	1 per year	\$2,529.49	\$2,529.49
X	Pump Station wet well (pit) clean out Dundee Station	EA	1 per year	\$2,529.49	\$2,529.49
X	Pump Station wet well (pit) clean out Blissfield Station	EA	1 per year	\$2,529.49	\$2,529.49
X	Pump Station wet well (pit) clean out Business Loop 96, Howell Station	EA	1 per year	\$2,529.49	\$2,529.49
X	Pump Station wet well (pit) clean out E Saginaw St, Lansing Station	EA	1 per year	\$2,529.49	\$2,529.49
X	Pump Station wet well (pit) clean out W. Saginaw St., Lansing Station	EA	1 per year	\$2,529.49	\$2,529.49
X	Pump Station wet well (pit) clean out Oakland Ave, Lansing Station	EA	1 per year	\$2,529.49	\$2,529.49
X	Pump Station wet well (pit) clean out Kalamazoo Station	EA	1 per year	\$2,529.49	\$2,529.49
X	Pump Station wet well (pit) clean out Grand Rapids Station	EA	1 per year	\$2,529.49	\$2,529.49
X	Pump Station wet well (pit) clean out Muskegon Station	EA	1 per year	\$2,529.49	\$2,529.49

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. 071B9200179
 between
THE STATE OF MICHIGAN
 and

NAME & ADDRESS OF CONTRACTOR:	PRIMARY CONTACT	EMAIL
Advanced Underground Inspection, LLC 38657 Webb Drive Westland, MI 48185	Jeana Garcia Moir	Jeana_au@yahoo.com
	TELEPHONE	CONTRACTOR #, MAIL CODE
	(734) 721-0081	

STATE CONTACTS	AGENCY	NAME	PHONE	EMAIL
CONTRACT COMPLIANCE INSPECTOR	See Location Specification Sheets			
BUYER	DTMB	Sue Cieciva	(517) 284-7007	ciecivas@michigan.gov

CONTRACT SUMMARY:			
DESCRIPTION: Pump Station Pit Cleaning – Michigan Department of Transportation			
INITIAL EFFECTIVE DATE	INITIAL EXPIRATION DATE	INITIAL AVAILABLE OPTIONS	EXPIRATION DATE BEFORE CHANGE(S) NOTED BELOW
April 9, 2009	March 31, 2014	2, One-Year Options	March 31, 2014
PAYMENT TERMS	F.O.B	SHIPPED	SHIPPED FROM
Net 45 Days	N/A	N/A	N/A
ALTERNATE PAYMENT OPTIONS:			AVAILABLE TO MiDEAL PARTICIPANTS
<input type="checkbox"/> P-card <input type="checkbox"/> Direct Voucher (DV) <input type="checkbox"/> Other			<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No
MINIMUM DELIVERY REQUIREMENTS:			
N/A			

DESCRIPTION OF CHANGE NOTICE:				
EXTEND CONTRACT EXPIRATION DATE	EXERCISE CONTRACT OPTION YEAR(S)	EXTENSION BEYOND CONTRACT OPTION YEARS	LENGTH OF OPTION/EXTENSION	EXPIRATION DATE AFTER CHANGE
<input type="checkbox"/> No <input checked="" type="checkbox"/> Yes	<input checked="" type="checkbox"/>	<input type="checkbox"/>	One Year	March 31, 2015
VALUE/COST OF CHANGE NOTICE:		ESTIMATED REVISED AGGREGATE CONTRACT VALUE:		
\$220,416.00		\$771,456.00		

Effective May 20, 2014, the first option year available on this Contract is exercised; therefore the Contract expiration date is hereby CHANGED to March 31, 2015. In addition, the Contract is INCREASED by \$220,416.00.

The vendor contact is changed to:

Jeana Garcia Moir
 Phone: (734) 721-0081
 Email: Jeana_au@yahoo.com

All other terms, conditions, specifications, and pricing remain unchanged.

Per agency request dated April 7, 2014, DTMB, Procurement request dated April 30, 2014, vendor agreement by email dated April 30, 2014, and State Administrative Board approval dated May 20, 2014.

Change Notice Number 1
Contract Number 071B9200179

FOR THE CONTRACTOR:

Advanced Underground Inspection, LLC

Firm Name

Authorized Agent Signature

Authorized Agent (Print or Type)

Date

FOR THE STATE:

Signature

Rebecca Cook, Commodities Division
Director

Name/Title

DTMB Procurement

Enter Name of Agency

Date

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

April 9, 2009

NOTICE
OF
CONTRACT NO. 071B9200179
between
THE STATE OF MICHIGAN
and

NAME & ADDRESS OF CONTRACTOR Advanced Underground Inspection, LLC 38657 Webb Drive Westland, MI 48185 SRCarbeck@hotmail.com	TELEPHONE (734) 721-0081 Steve R. Carbeck
	CONTRACTOR NUMBER/MAIL CODE
	BUYER/CA (517) 373-6535 William C. Walsh, CPPB
Contract Compliance Inspector: See Location Specification Sheets Pump Station Pit Cleaning – Michigan Department of Transportation	
CONTRACT PERIOD: From: April 9, 2009 To: March 31, 2014	
TERMS Net 45	SHIPMENT N/A
F.O.B. N/A	SHIPPED FROM N/A
MINIMUM DELIVERY REQUIREMENTS N/A	

The terms and conditions of this Contract are attached.

Current Authorized Spend Limit: \$551,040.00

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

**CONTRACT NO. 071B9200179
 between
 THE STATE OF MICHIGAN
 and**

NAME & ADDRESS OF CONTRACTOR Advanced Underground Inspection, LLC 38657 Webb Drive Westland, MI 48185 <p style="text-align: right;">SRCarbeck@hotmail.com</p>	TELEPHONE (734) 721-0081 Steve R. Carbeck CONTRACTOR NUMBER/MAIL CODE BUYER/CA (517) 373-6535 William C. Walsh, CPPB
Contract Compliance Inspector: See Location Specification Sheets <p style="text-align: center;">Pump Station Pit Cleaning – Michigan Department of Transportation</p>	
CONTRACT PERIOD: From: April 9, 2009 To: March 31, 2014	
TERMS <p style="text-align: center;">Net 45</p>	SHIPMENT <p style="text-align: center;">N/A</p>
F.O.B. <p style="text-align: center;">N/A</p>	SHIPPED FROM <p style="text-align: center;">N/A</p>
MINIMUM DELIVERY REQUIREMENTS <p style="text-align: center;">N/A</p>	
MISCELLANEOUS INFORMATION: The terms and conditions of this Contract are attached. Current Authorized Spend Limit: \$551,040.00	

THIS IS NOT AN ORDER: This Contract Agreement is awarded on the basis of our inquiry bearing the RFP #071I9200073. A Purchase Order Form will be issued only as the requirements of the Department of Transportation are submitted to Purchasing Operations. Orders for delivery may be issued directly by the Department of Transportation through the issuance of a Purchase Order Form.

FOR THE CONTRACTOR: Advanced Underground Inspection, LLC Firm Name	FOR THE STATE: Signature William C. Walsh, CPPB, Buyer Manager
Authorized Agent Signature	Name/Title Services Division, Purchasing Operations
Authorized Agent (Print or Type)	Division
Date	Date



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ATTACHMENTS:

Attachment A - Location Specifications and Pricing

**DEFINITIONS**

“Days” means calendar days unless otherwise specified.

“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/Deliverables within the scope of the Contract, but not specifically provided under any Statement of Work, that once added will result in the need to provide the Contractor with additional consideration.

“Audit Period” has the meaning given in **Section 2.112**.

“Business Day,” whether capitalized or not, shall mean any day other than a Saturday, Sunday or State-recognized legal holiday (as identified in the Collective Bargaining Agreement for State employees) 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 States computer system.

“Business Critical” means any function identified in any Statement of Work as Business Critical.

“Chronic Failure” is defined in any applicable Service Level Agreements.

“Deleted – Not Applicable” 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 commodities as required or identified by a Statement of Work

“DMB” means the Michigan Department of 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.

“Excusable Failure” has the meaning given in **Section 2.244**.

“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 Services.

“ITB” is a generic term used to describe an Invitation to Bid. The ITB serves as the document for transmitting the RFP to potential bidders.

“Key Personnel” means any Personnel designated in **Section 1.031** as Key Personnel.

“New Work” means any Services/Deliverables outside the scope of the Contract and not specifically provided under any Statement of Work, that once added will result in the need to provide the Contractor with additional consideration.

“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.

“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.

“RFP” means a Request for Proposal designed to solicit proposals for services.

“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 Contractor delegates performance of a portion of the Services to, 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.

“Waste reduction”, or “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 this Contract.



Article 1 – Statement of Work (SOW)

1.010 Project Identification

1.011 Project Request

This Contract is for Pump Station Pit Cleaning for the Metro, Bay, Grand, University and Southwest Regions for the Michigan Department of Transportation.

1.012 Background – Deleted – Not Applicable

1.020 Scope of Work and Deliverables

1.21 In Scope

All work described through this proposal will be performed once annually, at each determined pump station location. The Contract period is April 8, 2009 through March 31, 2014, as conditions warrant. Work must be performed in accordance with the progress schedule submitted to the Contract Compliance Inspector. The first occurrence of the Contractor failing to complete work as defined in the progress schedule, without prior approval from the Contract Compliance Inspector, may result in a Complaint to Vendor action and a mandatory attendance meeting will be called with the Contractor to insure corrective action. The second such failure may result in termination of this Contract.

1.022 Work and Deliverable

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

A. Pump Station Pit Cleaning

The Contractor(s) shall provide clean out of specified pump station pits and appurtenances under the jurisdiction of the Department in accordance with requirements stated herein. The Contractors shall also furnish supervision and all labor, safety services, equipment, transportation, disposal of waste material and incidentals necessary, to satisfactorily perform the described services at the frequencies and times specified. The services shall include all functions normally considered a part of workmanlike, satisfactory public service.

PUMP STATION PIT CLEANING SERVICES ARE DESCRIBED, BUT ARE NOT LIMITED TO:

1. MDOT representatives will identify which pump stations will be required to be cleaned. Not all will need to be cleaned each year. Some may be required to be cleaned more than once per year.
2. The Contractor shall collect waste using a vacuum style vehicle such as a "Vactor" truck.
3. The Contractor shall adhere to Confined Space requirements as set forth in the article herein labeled "Safety".
4. Sumps or catch basins located immediately outside pump stations shall be thoroughly cleaned of accumulations, each time pits are cleaned. (If applicable)
5. Prior to wet well pump down, all floating debris, such as Styrofoam or wood shall be skimmed off and removed from the surface water to prevent its discharge into the drainage system.
6. Liquid from the wet well must be reduced to the maximum amount possible prior to the removal of all solids, slurry, mud and debris.
7. All solids, slurry, mud and debris shall be removed from the trash rack.
8. The Contractor must be licensed in Michigan, as an industrial waste hauler, shall transport and release accumulated waste as described in "**Disposal of Material**" below.
9. When billing the MDOT, the Contractor shall separately list each location cleaned. The invoices must include the cubic yard quantity of collected and disposed waste, before payment is authorized. Copies of hazardous waste manifests must be included in the billings.
10. An MDOT representative will physically monitor the operation described in this Contract for performance, especially safety adherence, and will recommend to the Contract Administrator, payment upon satisfactory completion.



B. Disposal of Material

The Contractor is responsible for disposal of all material as follows:

Disposal Alternate A

Solid Waste Phase: The solid waste generated shall be disposed of at a Type II landfill. Solid is defined as having no release able liquids. The landfill may require testing before accepting the waste. The Contract Administrator shall be provided disposal documentation from the Type II landfill.

Liquid Waste Phase:

- Option 1 -** This waste may be evaporated; or
- Option 2 -** This waste may be placed in a sanitary sewer system with the approval of the owner of the system. A copy of the owner's approval shall be provided to the Contract Administrator; or
- Option 3 -** Disposal of this waste shall be by placement into a portable tank or container and allowing enough time to allow the sediment and suspended solids to settle out. After the settling has occurred, only the clear liquid phase may be discharged into a storm sewer, well above a receiving stream, creek, drain, etc. This option must be carefully monitored to ensure that contaminants or sediment are not placed back into the sewer system. The remaining solid/liquid phase is to be managed as a waste and disposed of using Disposal Alternate B or using Disposal Alternate A with Options 1 or 2.

Disposal Alternate B

The waste generated shall be transported and disposed of by a Licensed Liquid Waste Hauler in accordance with Part 121, Liquid Industrial Waste, of the Natural Resources and Environmental Protection Act, Act 451, PA 1994. **The Contract Administrator shall be provided a copy of the manifest with every invoice submitted.**

If at any time the material is suspected of being hazardous, the Contract Administrator shall be notified.

If material tests hazardous as defined by Part 111 of the Natural Resources and Environmental Act, Act 451, P.A. 1994, the Contract Administrator shall be notified immediately. Payment for disposal of hazardous material shall be as per **Subsection 109.07** Extra and Force Account Work.

C. Equipment Requirements & Personnel Safety

General

The Contractors shall furnish, operate and maintain suitable and adequate equipment necessary to perform the cleaning operation in an approved safe, workmanlike manner without hindrance, delay or damage to the roadside. Under no circumstances shall the Department be responsible for any damage to the Contractor's equipment due to obstacles encountered. Pump Station pits are considered Permit Required Confined Spaces by MIOSHA. Contractors are required to adhere to safety standards published by Michigan Department of Labor and Economic Growth (DLEG), as they relate to confined space entry and the 1994 version of MDOT's Written Plan for Confined Space Entry. MDOT will supply the Contractors with a copy of the plan.

Type of Equipment

The Contractors shall be required to use equipment approved through an acceptable demonstration of the equipment's capabilities, suitability and condition to the Department. Demonstrations will be at no cost to the Department. As an alternative to demonstration, a statement describing the equipment that will be used will be considered.



Safety

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

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

D. Maintaining Traffic

The Contractor shall make every effort possible to access pump stations without impeding traffic or having lane closures. Most stations can be accessed away from the roadway or shoulder. The project manager can assist with this determination.

General

Traffic shall be maintained by the Contractors in accordance with Sections 103.05, 103.06 and 812 of the 2003 Michigan Department of Transportation Standard Specifications for Construction, the 2005 Michigan Manual of Uniform Traffic Control Devices (MMUTCD) and any supplemental specifications. All operations shall be conducted in a manner that will not create a hazard. The Contractors shall furnish and place, all necessary warning and directional devices to maintain traffic. This includes signs, sign sheeting, sign covers, arrow boards and channelizing devices. All work shall be performed with the flow of traffic.

Particular attention should be given to Limited Access Freeways where a lane closure may be required.*

Channelizing devices used during daytime lane closures shall be 18 inch cones.

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

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

*Traffic control at Muskegon Pump Station only shall be provided by the Muskegon County Road Commission at no charge to the Contractor and arranged through the project manager.

E. Public Convenience and Safety

The Contractors shall comply with all federal, state and local laws and regulations, including those governing environmental protection and the furnishing and use of all safeguards, safety devices and protective equipment. The Contractors shall take any other actions themselves or as directed by the Contract Administrator, to protect the safety and health of the public, employees and property during the performance of the project.

F. Days/Hours of Operation

All work included in this Contract shall be performed during daylight hours only unless otherwise directed by the Contract Administrator. No work shall be allowed on weekends unless prior approval is obtained from the Contract Administrator. Work shall not be permitted during holiday periods in accordance with the 2003 Interim Michigan Department of Transportation Standard Specifications for Construction. The work shall be suspended by the Contract Administrator at any time traffic is being unduly hampered or delayed by the work in progress.

**G. Damages**

The Contractors shall at his/her own expense, preserve and protect from injury all property, either public or private, along and adjacent to the roadway, and he/she shall be responsible for and repair, at his/her own expense, any and all damage and injury thereto, arising out of or in consequence of any act or omission of the Contractor or his/her employees in the performance of the work covered by the Contract prior to completion and acceptance thereof.

The Contractors shall immediately repair all damage to signs, light fixtures, and delineators to the satisfaction of the Contract Administrator. Damage to traffic control devices (signs), manholes shall be reported to the Contract Administrator immediately.

All landscape material damaged by the Contractor shall be replaced in kind according to Sections 815 and 917 of the 2003 Interim Michigan Department of Transportation Standard Specifications for Construction and as herein specified. Planting may only be done prior to May 10 of the following year if the damage occurred after May 10. All replacement plants must be maintained during the specified establishment period.

Payment for work performed may be withheld until satisfactory repairs are made. If repairs are made by the Department the actual replacement costs including all labor, equipment, materials, and fringe benefits shall be charged to the Contractor.

H. Deletion of Work

The Department may delete all or any portion of the Contract that cannot be completed in conformity with the progress schedule or a reasonable extension.

If the Contract is terminated, or portion thereof deleted, payment will be made for all satisfactorily completed work at the Contract unit price.

1.030 Roles and Responsibilities**1.031 Contractor Staff, Roles, and Responsibilities- Deleted – Not Applicable****1.040 Project Plan****1.041 Project Plan Management**

The Contractor will provide detailed information to the CCI, when requested, as to how they will complete the services of this Contract.

1.042 Reports – Deleted – Not Applicable**1.050 Acceptance****1.051 Criteria – Deleted – Not Applicable****1.052 Final Acceptance – Deleted – Not Applicable**

**1.060 Proposal Pricing****1.061 Pricing**

See Attachment A.

1.062 Price Term

Prices quoted are the maximum for a period of 365 days from the date the Contract becomes effective.

Prices are subject to change at the end of each 365-day period. Such changes shall be based on changes in actual costs incurred. Documentation of such changes must be provided with the request for price change in order to substantiate any requested change. Purchasing Operations reserves the right to consider various pertinent information sources to evaluate price increase requests (such as the CPI and PPI, US City Average, as published by the US Department of Labor, Bureau of Labor Statistics). Purchasing Operations also reserves the right to consider other information related to special economic and/or industry circumstances, when evaluating a price change request. Changes may be either increases or decreases, and may be requested by either party. Approved changes shall be firm for the remainder of the Contract period unless further revised at the end of the next 365-day period. Requests for price changes shall be RECEIVED IN WRITING AT LEAST 10 DAYS PRIOR TO THEIR EFFECTIVE DATE, and are subject to written acceptance before becoming effective. In the event new prices are not acceptable, the CONTRACT may be cancelled. **The Contractor remains responsible for performing according to the Contract terms at the Contract price for all orders received before price revisions are approved or before the Contract is cancelled.**

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

This Contract is for a period of five years beginning April 8, 2009 through March 31, 2014. 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.

2.002 Options to Renew

This Contract may be renewed in writing by mutual agreement of the parties not less than 30 days before its expiration. The Contract may be renewed for up to two additional one year periods.

2.003 Legal Effect

Contractor shall show acceptance of this Contract by signing two copies of this Contract and returning them to the Contract Administrator. The Contractor shall 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 this Contract, until Contractor is notified in writing that this 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 this Contract, are incorporated in their entirety and form part of this 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 Administrator or the Contract Administrator's designee, to order any Services/Deliverables under this Contract. All orders are subject to the terms and conditions of this 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 will be required to 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**

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

William C. Walsh, CPPB, Buyer/Manager
Purchasing Operations
Department of Management and Budget
Mason Bldg, 2nd Floor
PO Box 30026
Lansing, MI 48909
Email: walshw@michigan.gov
Phone: (517) 373-6535

2.022 Contract Compliance Inspector (CCI)

After DMB-Purchasing Operations receives the properly executed Contract, it is anticipated that the Director of Purchasing Operations, 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 this 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 DMB Purchasing Operations.** The Contract Compliance Inspector for this Contract is:

Steve Poyhonen
Michigan Department of Transportation Warehouse
7575 Crouner Drive
Lansing, MI 48909
Email: poyhonens@michigan.gov
Phone: (517) 322-1601 Fax: (517) 322-6951

**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 this Contract, describing the Change and its effects on the Services and any affected components of this 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 Department of Management and Budget, Purchasing Operations.
- (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 this Contract and then ceases performing that work, the Contractor must, at the request of the State, retract any out-of-scope work that would adversely affect the Contract.

2.025 Notices

Any notice given to a party under the Contract must be deemed effective, if addressed to the party as addressed below, 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.

State:
State of Michigan
Purchasing Operations
Attention: William C. Walsh, CPPB, Buyer/Manager
PO Box 30026
530 West Allegan
Lansing, Michigan 48909

Contractor:
Advanced Underground Inspection, LLC
Steve R. Carbeck
38657 Webb Drive
Westland, MI 48185

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 this 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 must be or must be deemed to be an employee, agent or servant of the State for any reason. Contractor will be solely and entirely responsible for its acts and the acts of its agents, employees, and servants 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 will 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 Contract. The State may withhold consent from proposed assignments, 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 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 shall 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

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

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 this 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 this Contract is subject to the provisions of the Michigan Freedom of Information Act, 1976 Public Act No. 442, as amended, 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 this Contract will 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 this Contract shall 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 Administrator, 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 this Contract is subsequently reduced by the State, the parties shall 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 under this Contract, the State shall not be obligated to pay any amounts in addition to the charges specified in this Contract.

2.044 Invoicing and Payment – In General

All cleaning of pump station pits, related sumps and trash racks shall be bid on a unit price, per pump station basis. No payment will be made for pump stations not authorized to be cleaned by the Contract administrator. The completed work will be paid for at the Contract unit price each, which includes all equipment and labor to satisfactory clean the pump station sump, pit, trash rack, hauling and testing if required, for disposing of all waste. The billing shall reference the purchase order number and shall indicate, locations cleaned and the cubic yard quantity of materials collected and disposed of. The Department shall pay the billed amount in accordance with the bid rate and the payment terms specified in the purchase order which are net 30 days after the invoice date or the date the Contract Administrator certifies the invoice indicative of satisfactory completion of cleaning during this period, whichever is later.

Method of Payment

The Contractor shall furnish a monthly invoice in duplicate for services rendered along with a copy of the industrial waste disposal manifest.

The original invoices and manifest shall be sent to:

Michigan Department of Transportation
Attention: Steven Poyhonen
PO Box 30655
Lansing, Michigan 48909

**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 shall 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 this 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 party against the other arising from unsettled claims or failure by a party to comply with this 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 this Contract shall constitute a waiver of all claims by Contractor against the State for payment under this Contract, other than those claims previously filed in writing on a timely basis and still unsettled.

2.048 Electronic Payment Requirement

Electronic transfer of funds is required for payments on State Contracts. Contractors are required to register with the State electronically at <http://www.cpexpress.state.mi.us>. As stated in Public Act 431 of 1984, all Contracts that the State enters into for the purchase of goods and services shall 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, including the 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 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 this Contract must be employees of Contractor or its majority-owned (directly or indirectly, at any tier) subsidiaries and must be fully qualified to perform the work assigned to them.

2.062 Contractor Key Personnel – Deleted – Not Applicable

**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 will perform their duties either primarily at Contractor's offices and facilities or at State facilities. Without limiting the generality of the foregoing, Key Personnel will, 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 agrees to cause its personnel 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 will 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 this 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 agrees not to unnecessarily or unreasonably interfere with, delay or otherwise impeded Contractor's performance under this 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 will be required to assume responsibility for all Contractual activities. Further, the State will consider 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.

2.070 Subcontracting by Contractor – Deleted – Not Applicable
Subcontractors are not authorized under this Contract.

2.071 Contractor Full Responsibility – Deleted – Not Applicable

2.072 State Consent to Delegation – Deleted – Not Applicable

2.073 SubContractor Bound to Contract – Deleted – Not Applicable

2.074 Flow Down – Deleted – Not Applicable

2.075 Competitive Selection – Deleted – Not Applicable



2.080 State Responsibilities

2.081 Equipment

The State will 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 agrees that it will 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 will also be expected to 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 will be expected to 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. It is expected the Contractor will present these documents to the prospective employee before the Contractor presents the individual to the State as a proposed resource. Contractor staff will be expected to 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 this Contract, is marked as confidential, proprietary or with a similar designation by the State. "Confidential Information" excludes any information (including this Contract) that is publicly available under the Michigan FOIA.

**2.102 Protection and Destruction of Confidential Information**

The State and Contractor will 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 this 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 will limit disclosure of the other party's Confidential Information to employees who must have access to fulfill the purposes of this Contract.

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 this 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 years after the Contractor provides any work under this 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.

**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, and 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 will 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 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 this Contract. The performance of all obligations under this Contract must be provided in a timely, professional, and workman-like manner and must meet the performance and operational standards required under this 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) The Contract signatory has the power and authority, including any necessary corporate authorizations, necessary to enter into this Contract, on behalf of Contractor.

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

(e) 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 this 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.

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



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

(h) The prices proposed by Contractor were arrived at independently, without consultation, communication, or agreement with any other bidder for the purpose of restricting competition; the prices quoted were not knowingly disclosed by Contractor to any other bidder; and no attempt was made by Contractor to induce any other person to submit or not submit a proposal for the purpose of restricting competition.

(i) All financial statements, reports, and other information furnished by Contractor to the State as part of its response to the RFP or otherwise in connection with the award of this Contract fairly and accurately represent the business, properties, financial condition, and results of operations of Contractor as of the respective dates, or for the respective periods, covered by the financial statements, reports, other information. Since the respective dates or periods covered by the financial statements, reports, or other information, there have been no material adverse change in the business, properties, financial condition, or results of operations of Contractor.

(j) All written information furnished to the State by or for the Contractor in connection with this Contract, including its bid, is true, accurate, and complete, and contains no untrue statement of material fact or omits any material fact necessary to make the information not misleading.

(k) It is not in material default or breach of any other Contract or agreement that it may have with the State or any of its departments, commissions, boards, or agencies. Contractor further represents and warrants that it has not been a party to any Contract with the State or any of its departments that was terminated by the State or the department within the previous five years for the reason that Contractor failed to perform or otherwise breached an obligation of the Contract.

(l) If any of the certifications, representations, or disclosures made in the Contractor's original bid response change after Contract award, the Contractor is required to report those changes immediately to the Department of Management and Budget, Purchasing Operations.

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 this 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 this Contract, whether the services are performed by the Contractor, or by anyone directly or indirectly employed by the Contractor 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 this Contract.



All insurance coverage's provided relative to this 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 this 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 this Contract must be issued by companies that have been approved to do business in the State.

See www.michigan.gov/dleg.

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 this 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

2.132 SubContractor Insurance Coverage – Deleted – Not Applicable



2.133 Certificates of Insurance and Other Requirements

Contractor must furnish to DMB-Purchasing Operations, 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 WILL 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 Purchasing Operations, Department of Management and Budget. 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 years following the expiration or termination for any reason of this 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 this 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 this Contract, or if any insurer cancels or significantly reduces any required insurance as specified in this 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 this Contract and that are attributable to the negligence or tortious acts of the Contractor.

2.142 Code Indemnification – Deleted – Not Applicable

2.143 Employee Indemnification – Deleted – Not Applicable

2.144 Patent/Copyright Infringement Indemnification – Deleted – Not Applicable

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 this 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 this 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 will 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 this Contract, for cause, by notifying the Contractor in writing, if the Contractor (i) breaches any of its material duties or obligations under this 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 this Contract is terminated for cause, the Contractor must pay all costs incurred by the State in terminating this 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 this 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 this Contract, provided the costs are not in excess of 50% more than the prices for the Service/Deliverables provided under this Contract.

(c) If the State chooses to partially terminate this Contract for cause, charges payable under this 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 this Contract that are terminated for cause must cease on the effective date of the termination.



(d) If the State terminates this Contract for cause 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 this Contract for a termination for convenience.

2.153 Termination for Convenience

The State may terminate this 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 this 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 this Contract in part, the charges payable under this Contract must be equitably adjusted to reflect those Services/Deliverables that are terminated. Services and related provisions of this 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 this Contract extends for several fiscal years, continuation of this Contract is subject to appropriation or availability of funds for this Contract. If funds to enable the State to effect continued payment under this Contract are not appropriated or otherwise made available, the State must terminate this 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 this Contract will be equitably adjusted to reflect any equipment, services or commodities not provided by reason of the reduction.

(c) If the State terminates this 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 this 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.

2.156 Termination for Approvals Rescinded

The State may terminate this Contract if any final administrative or judicial decision or adjudication disapproves a previously approved request for purchase of personal services under Constitution 1963, Article 11, § 5, and Civil Service Rule 7-1. In that case, the State will pay the Contractor for 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 this 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 this 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, and outstanding orders for material and supplies resulting from the terminated Contract.

(b) If the State terminates this 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 this 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 this 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.

2.158 Reservation of Rights

Any termination of this 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 this Contract if the State (i) materially breaches its obligation to pay the Contractor undisputed amounts due and owing under this Contract, (ii) breaches its other obligations under this 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 – Deleted – Not Applicable

2.172 Contractor Personnel Transition – Deleted – Not Applicable

2.173 Contractor Information Transition – Deleted – Not Applicable

2.174 Contractor Software Transition – Deleted – Not Applicable

2.175 Transition Payments

If the transition results from a termination for any reason, reimbursement must be governed by the termination provisions of this 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 will prepare an accurate accounting from which the State and Contractor may reconcile all outstanding accounts.

**2.176 State Transition Responsibilities**

In the event that this 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 – Deleted – Not Applicable****2.182 Cancellation or Expiration of Stop Work Order – Deleted – Not Applicable****2.183 Allowance of Contractor Costs – Deleted – Not Applicable****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 Administrator or the Contract Administrator'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 this Contract. If the parties are unable to resolve any disputes after compliance with the processes, the parties must meet with the Director of Purchasing Operations, DMB, 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 party to another for non-privileged information reasonably related to the Contract will 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 Purchasing Operations, DMB, 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 will 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, physical or mental disability. 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 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 – Deleted – Not Applicable**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 shall 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 this 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 this 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 or any of its officers or directors or any litigation, investigations or proceedings under the Sarbanes-Oxley Act. In addition, each Contractor 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 is a party, and which involves: (i) disputes that might reasonably be expected to adversely affect the viability or financial stability of Contractor; or (ii) a claim or written allegation of fraud against Contractor or, to the extent Contractor is aware, 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 Administrator 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 this Contract would cause a reasonable party to be concerned about:

- (i) the ability of Contractor to continue to perform this Contract according to its terms and conditions, or
- (ii) Whether Contractor 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 this 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 will be able to continue to perform this Contract and any Statements of Work according to its terms and conditions, and
 - (b) Contractor has 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 DMB Purchasing Operations.
- (2) Contractor must also notify DMB Purchasing Operations 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 DMB Purchasing Operations within 30 days whenever changes to company affiliations occur.

2.232 Call Center Disclosure

Contractor involved in the performance of this Contract providing call or contact center services to the State must disclose the location of its call or contact center services to inbound callers. Failure to disclose this information is a material breach of this Contract.

**2.233 Bankruptcy**

The State may, without prejudice to any other right or remedy, terminate this 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 this 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 – Deleted – Not Applicable****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, electrical surges or current fluctuations, 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 is without fault in causing the default or delay, and the default or delay could not have been prevented by reasonable precautions and cannot reasonably be circumvented by the non-performing party through the use of alternate sources, workaround plans or other means, including disaster recovery plans.

If a party does not perform its Contractual obligations for any of the reasons listed 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.

2.250 Approval of Deliverables

2.251 Delivery Responsibilities – Deleted – Not Applicable

2.252 Delivery of Deliverables – Deleted – Not Applicable

2.253 Testing – Deleted – Not Applicable

2.254 Approval of Deliverables, In General – Deleted – Not Applicable

2.255 Process For Approval of Written Deliverables – Deleted – Not Applicable

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 will 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 will be made at no additional charge. Upon implementation of a corrected Service from Contractor, the State will 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 – Deleted – Not Applicable

2.260 Ownership

2.261 Ownership of Work Product by State – Deleted – Not Applicable

2.262 Vesting of Rights – Deleted – Not Applicable

2.263 Rights in Data – Deleted – Not Applicable

2.264 Ownership of Materials – Deleted – Not Applicable



2.270 State Standards

- 2.271 Existing Technology Standards – Deleted – Not Applicable
- 2.272 Acceptable Use Policy – Deleted – Not Applicable
- 2.273 Systems Changes – Deleted – Not Applicable

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 - Deleted – Not Applicable



**MAINTENANCE, REPAIR & OPERATIONS (MRO)
PUMP STATION PIT CLEANING - BAY REGION.
LOCATION SPECIFICATION SHEET (LSS)**

PART I – PLACE OF SERVICES REQUESTED

LOCATION: 01

CONTRACT INFORMATION

ESTIMATED CONTRACT START DATE:	04/01/2009	CONTRACT END DATE:	03/31/2014
<i>PREVIOUS BPO #:</i>	071B3001419		
<i>CONTRACT INFORMATION:</i>	5 Year Contract With 2 Each 1 Year Options to Extend		
CONTRACTING AGENCY NAME:	Department of Transportation		
BUILDING NAME AND NUMBER:	MDOT Statewide Facilities Maintenance		
BUILDING ADDRESS:	7575 Crouner Dr, PO 30655, Lansing Mi. 48909		
REGION / COUNTY:	Bay Region		

PROCUREMENT CONTACT INFORMATION

PROCUREMENT OFFICE NAME:	<i>MDOT</i>		
PROCUREMENT OFFICE CONTACT NAME:	<i>Rick Dolan</i>	CONTACT PHONE #:	<i>517-335-2507</i>
PROCUREMENT OFFICE CONTACT E-MAIL:	<i>dolanr@michigan.gov</i>	CONTACT FAX #:	<i>517-373-3707</i>
CONTRACT COMPLIANCE INSPECTOR (CCI) / FACILITY MANAGER (FM) NAME:	<i>Steve Poyhonen</i>	CONTACT PHONE #:	<i>517-322-1601</i>
CCI / FM CONTACT E-MAIL:	<i>poyhonens@michigan.gov</i>	CONTACT FAX #:	<i>517-322-6951</i>

LOCATION INFORMATION

OFFICIAL WORKING DAYS OF BUILDING OCCUPANTS:	<i>N/A</i>	OFFICIAL WORKING HOURS OF BUILDING OCCUPANTS:	<i>N/A</i>
ESTIMATE OF AREA TO BE SERVICED: (IF APPLICABLE)	<i>N/A</i>	(FILL IN IF NEEDED)	<i>N/A</i>
IDENTIFY DAYS OF SERVICE:	<i>Determined by CCI</i>	IDENTIFY HOURS OF SERVICE: [EXAMPLE: 5:30 A.M. To 5:30 P.M.]	<i>Determined by CCI</i>



**PART II – PRICING SHEET SUMMARY
P.S Pit Cleaning**

CHECK ALL THAT APPLY	DESCRIPTION OF SERVICES	UNIT OF MEASURE	CYCLES PER YEAR	UNIT COST	TOTAL PRICE FOR 5 YEARS
X	Pump Station wet well (pit)clean out Mt. Pleasant West Station	EA	1 per year	\$2,970.00	\$14,850.00
X	Pump Station wet well (pit)clean out Mt. Pleasant East Station	EA	1 per year	\$2,970.00	\$14,850.00
X	Pump Station wet well (pit)clean out Flint I-69 Station	EA	1 per year	\$2,970.00	\$14,850.00
X	Pump Station wet well (pit)clean out Dort Hwy. Station	EA	1 per year	\$2,970.00	\$14,850.00
X	Pumpstation wet well (pit) clean out Bristol Rd. Station	EA	1 per year	\$2,970.00	\$14,850.00
X	Pumpstation wet well (pit) clean out 8th St. Station	EA	1 per year	\$2,970.00	\$14,850.00
X	Pumpstation wet well (pit) clean out R T Longway Station	EA	1 per year	\$2,970.00	\$14,850.00
X	Pumpstation wet well (pit) clean out Pierson Rd. Station	EA	1 per year	\$2,970.00	\$14,850.00
X	Pumpstation wet well (pit) clean out Arlene Dr. Station	EA	1 per year	\$2,970.00	\$14,850.00
X	Pumpstation wet well (pit) clean out 13th St. Station	EA	1 per year	\$2,970.00	\$14,850.00
X	Pumpstation wet well (pit) clean out Saginaw I-75 Station	EA	1 per year	\$2,970.00	\$14,850.00
X	Pumpstation wet well (pit) clean out Saginaw M-46 Station	EA	1 per year	\$2,970.00	\$14,850.00
TOTAL					\$178,200.00

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



LOCATIONS FOR PUMP STATION PIT CLEANOUT

County	Structure# & Control Section	Hwy	Address	Common Name	Location
Isabella	DO1 of 37021	M-20	502 High St., Mt.Pleasant	Mt Pleasant West	WB M-20 at the RR bridge, West of Mt Plsnt.
Isabella	DO1 of 37022	M-20	5605 E. Pickard, Mt.Pleasant	Mt.Pleasant East	WB M-20 at US127
Genesee	DO2 of 25031	I-69	G-3161 US23, Flint	Flint I-69	EB I-69/ I-75 interchange, SE quadrant., Flint
Genesee	DO1 of 25072	I-475	1402 S.Dort Hwy, Flint	Dort St	SB Dort Hwy, North of I-69, Flint
Genesee	DO1 of 25132	I-475	3517 S. Grand Traverse, Flint	Bristol Rd	SB I-475. at Bristol Rd.
Genesee	DO2 of 25132		4460 Harrison, Flint	8th St.	EB I-69 at I-475
Genesee	DO3 of 25132	I-475	1221 RT Longway Blvd Flint	RT Longway	NB I-69 at RT Longway Blvd.
Genesee	DO4 of 25132	I-475	1400E Pierson Rd Flint	Pierson Rd	NB I-475 at Bristol Rd
Genesee	DO1 of 25032	I-75	G-3425 Arlene Dr, Flint	Arlene Dr.	NB I-75 at Arlene Dr.
Saginaw	DO1 of 73101	I-675	312 N. 13 St., Saginaw	13 St.	NB I-675 at 13 th St.
Saginaw	DO1 of 73111	I-75	990 N. I-75, Saginaw	I-75 Saginaw	NB I-75 North of M-46
Saginaw	DO1 of 73063	M-46	2900 Holland St, Saginaw	M-46 Saginaw	WB M-46 at RR Bridge

TOTAL PUMP STATIONS		12
PUMP STATION CLEANING SCHEDULE		
Annual Cleaning	May 1st – November 30	Determined by CCI



**MAINTENANCE, REPAIR & OPERATIONS (MRO)
PUMP STATION PIT CLEANING - METRO REGION
LOCATION SPECIFICATION SHEET (LSS)**

PART I – PLACE OF SERVICES REQUESTED

LOCATION: 02

CONTRACT INFORMATION

ESTIMATED CONTRACT START DATE:	04/01/2009	CONTRACT END DATE:	03/31/2014
<i>PREVIOUS BPO #:</i>	071B3001420		
<i>CONTRACT INFORMATION:</i>	5 Year Contract With 2 Each Year Options to Extend		
CONTRACTING AGENCY NAME:	Department of Transportation		
BUILDING NAME AND NUMBER:	MDOT Statewide Facilities Maintenance		
BUILDING ADDRESS:	7575 Crowner Dr, PO 30655, Lansing Mi. 48909		
REGION / COUNTY:	Metro Region		

PROCUREMENT CONTACT INFORMATION

PROCUREMENT OFFICE NAME:	MDOT		
PROCUREMENT OFFICE CONTACT NAME:	Rick Dolan	CONTACT PHONE #:	517-335-2507
PROCUREMENT OFFICE CONTACT E-MAIL:	dolanr@michigan.gov	CONTACT FAX #:	517-373-3707
CONTRACT COMPLIANCE INSPECTOR (CCI) / FACILITY MANAGER (FM) NAME:	Steve Poyhonen	CONTACT PHONE #:	517-322-1601
CCI / FM CONTACT E-MAIL:	poyhonens@michigan.gov	CONTACT FAX #:	517-322-6951

LOCATION INFORMATION

OFFICIAL WORKING DAYS OF BUILDING OCCUPANTS:	N/A	OFFICIAL WORKING HOURS OF BUILDING OCCUPANTS:	N/A
ESTIMATE OF AREA TO BE SERVICED: (IF APPLICABLE)	N/A	(FILL IN IF NEEDED)	N/A
IDENTIFY DAYS OF SERVICE:	Determined by CCI	IDENTIFY HOURS OF SERVICE: [EXAMPLE: 5:30 A.M. To 5:30 P.M.]	Determined by CCI



PART II – PRICING SHEET SUMMARY

P.S Pit Cleaning

CHECK ALL THAT APPLY	DESCRIPTION OF SERVICES	UNIT OF MEASURE	Cycles PER YEAR	UNIT COST	TOTAL PRICE FOR 5 YEARS
X	Pump Station wet well (pit)clean out Utica Station	EA	1 per year	\$2,330.25	\$11,651.25
X	Pump Station wet well (pit)clean out Martin Station	EA	1 per year	\$2,330.25	\$11,651.25
X	Pump Station wet well (pit)clean out Elm St. Station	EA	1 per year	\$2,330.25	\$11,651.25
X	Pump Station wet well (pit)clean out Frazho Station	EA	1 per year	\$2,330.25	\$11,651.25
X	Pumpstation wet well (pit) clean out 10 Mile Station	EA	1 per year	\$2,330.25	\$11,651.25
X	Pumpstation wet well (pit) clean out Stevens Station	EA	1 per year	\$2,330.25	\$11,651.25
X	Pumpstation wet well (pit) clean out Nine Mile Station	EA	1 per year	\$2,330.25	\$11,651.25
X	Pumpstation wet well (pit) clean out Shady Lane Station	EA	1 per year	\$2,330.25	\$11,651.25
X	Pumpstation wet well (pit) clean out 11 1/2 MileStation	EA	1 per year	\$2,330.25	\$11,651.25
X	Pumpstation wet well (pit) clean out 11 Mile Station	EA	1 per year	\$2,330.25	\$11,651.25
X	Pumpstation wet well (pit) clean out Dallas Station	EA	1 per year	\$2,330.25	\$11,651.25
X	Pumpstation wet well (pit) clean out Woodward Heights Station	EA	1 per year	\$2,330.25	\$11,651.25
X	Pumpstation wet well (pit) clean out Otis Station	EA	1 per year	\$2,330.25	\$11,651.25
X	Pumpstation wet well (pit) clean out Meyers Station	EA	1 per year	\$2,330.25	\$11,651.25
X	Pumpstation wet well (pit) clean out Gilbert Lake Station	EA	1 per year	\$2,330.25	\$11,651.25
X	Pumpstation wet well (pit) clean out River Rouge Station	EA	1 per year	\$2,330.25	\$11,651.25
X	Pumpstation wet well (pit) clean out Lahser Station	EA	1 per year	\$2,330.25	\$11,651.25
X	Pumpstation wet well (pit) clean out Evergreen Station	EA	1 per year	\$2,330.25	\$11,651.25
X	Pumpstation wet well (pit) clean out Maple Ridge Station	EA	1 per year	\$2,330.25	\$11,651.25
X	Pumpstation wet well (pit) clean out Nine Mile Station	EA	1 per year	\$2,330.25	\$11,651.25
TOTAL					\$233,025.00

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



LOCATIONS FOR PUMP STATION PIT CLEANOUT

County	Structure# & Control Section	Hwy	Address	Common Name	Location
Macomb	DO1 of 50021	M-59	6950 Auburn Rd Utica	Utica	WB M-59 at Utica Rd
Macomb	DO6 of 50111	I-94	19711 Martin, Roseville	Martin	NB I-94 at Martin St
Macomb	DO5 of 50062	I-696	18600 Eleven Mile Rd. Roseville	Elm St.	(SW Quadrant)EB I-696 at I-94 Intersection
Macomb	DO8 of 50111	I-94	19650 Frazho Roseville	Frazho	SB I-94 at Frazho Ave.
Macomb	DO4 of 50111	I-94	25083 Beaconsfield St. Clair Shores	10 Mile	SB I-94 at 10 Mile Rd.
Macomb	DO# of 50111	I-94	19456 Stevens, Eastpointe	Stevens	SB I-94 at Stevens Dr.
Macomb	DO2 of 50111	I-94	19525 Nine Mile Rd. Eastpointe	Nine Mile	SB I-94 N of Nine Mile Rd.
Macomb	DO7 of 50111	I-94	21650 Beaconsfield Eastpointe	Shady Lane	SB I-94 N of Shady Lane Ave.
Oakland	DO1 of 63174	I-75	1030 Stephenson Hwy Madison Hts.	11-1/2 Mile	SB I-75 at 11-1/2 Mile Rd.
Oakland	DO7of 63174	I-75	110 Stephenson Hwy Madison Hts.	11 Mile	SB I-75 at 11 Mile Rd
Oakland	DO4of 63103	I-75	1400 Stephenson Hwy Royal Oak	Dallas	SB I-75 S. of Dallas
Oakland	DO4 of 63174	I-75	23839 Chrysler Hazel Park	Woodward Heights	SB I-75 S of Woodward Heights Ave.
Oakland	DO3 of 63174	I-75	22689 Chrysler Hazel Park	Otis	SB I-75 at Otis Ave
Oakland	DO2 of 63174	I-75	21759 Chrysler Hazel Park	Meyers	SB I-75 S of Meyers
Oakland	DO1 of 63031	US 24	5385 Telegraph Rd Bloomfield Hills	Gilbert Lake	NB Telegraph N of Quarton Rd..
Oakland	DO5 of 63171	I-696	I-696/US24/M10 interchange	River Rouge	I-696/US24/M10 inter.
Oakland	DO5 of 63081	M-10	25995 Northwestern Hwy, Southfield	Lahser	M-10 at 10-1/2 mile and Lahser intersection
Oakland	DO4 of 63081	M-10	24761 Northwestern Hwy, Southfield	Evergreen	M-10 at Evergreen Rd,
Oakland	DO3 of 63081	M-10	23935 Northwestern Hwy, Southfield	Maple Ridge	M-10 at Maple Ridge Rd.
Oakland	Do2 of 63081	M-10	22925 Northwestern Hwy, Southfield	Nine Mile	M-10 at 9 Mile Rd.

TOTAL PUMP STATIONS	20
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PUMP STATION CLEANING SCHEDULE		
Annual Cleaning	May 1st – November 30	Determined by CCI



**MAINTENANCE, REPAIR & OPERATIONS (MRO)
PUMP STATION PIT CLEANING - GRAND, UNIVERSITY, AND SOUTHWEST
REGION.**

LOCATION SPECIFICATION SHEET (LSS)

PART I – PLACE OF SERVICES REQUESTED

LOCATION: 03

CONTRACT INFORMATION

ESTIMATED CONTRACT START DATE:	04/08/2009	CONTRACT END DATE:	03/31/2014
<i>PREVIOUS BPO #:</i>	071B3001421		
<i>CONTRACT INFORMATION:</i>	5 Year Contract With 2 Each 1 Year Options to Extend		
CONTRACTING AGENCY NAME:	Department of Transportation		
BUILDING NAME AND NUMBER:	MDOT Statewide Facilities Maintenance		
BUILDING ADDRESS:	7575 Crowner Dr, PO 30655, Lansing Mi. 48909		
REGION / COUNTY:	University, Southwest and Grand Regions		

PROCUREMENT CONTACT INFORMATION

PROCUREMENT OFFICE NAME:	<i>MDOT</i>		
PROCUREMENT OFFICE CONTACT NAME:	<i>Rick Dolan</i>	CONTACT PHONE #:	<i>517-335-2507</i>
PROCUREMENT OFFICE CONTACT E-MAIL:	<i>dolanr@michigan.gov</i>	CONTACT FAX #:	<i>517-373-3707</i>
CONTRACT COMPLIANCE INSPECTOR (CCI) / FACILITY MANAGER (FM) NAME:	<i>Steve Poyhonen</i>	CONTACT PHONE #:	<i>517-322-1601</i>
CCI / FM CONTACT E-MAIL:	<i>poyhonens@michigan.gov</i>	CONTACT FAX #:	<i>517-322-6951</i>

LOCATION INFORMATION

OFFICIAL WORKING DAYS OF BUILDING OCCUPANTS:	<i>N/A</i>	OFFICIAL WORKING HOURS OF BUILDING OCCUPANTS:	<i>N/A</i>
ESTIMATE OF AREA TO BE SERVICED: (IF APPLICABLE)	<i>N/A</i>	(FILL IN IF NEEDED)	<i>N/A</i>
IDENTIFY DAYS OF SERVICE:	<i>Determined by CCI</i>	IDENTIFY HOURS OF SERVICE: [EXAMPLE: 5:30 A.M. TO 5:30 P.M.]	<i>Determined by CCI</i>



PART II – PRICING SHEET SUMMARY

P.S Pit Cleaning

CHECK ALL THAT APPLY	DESCRIPTION OF SERVICES	UNIT OF MEASURE	Cycles PER YEAR	UNIT COST	TOTAL PRICE FOR 5 YEARS
X	Pump Station wet well (pit)clean out Willow Run Station	EA	1 per year	\$2,330.25	\$11,651.25
X	Pump Station wet well (pit)clean out Milan Station	EA	1 per year	\$2,330.25	\$11,651.25
X	Pump Station wet well (pit)clean out Azalia Station	EA	1 per year	\$2,330.25	\$11,651.25
X	Pump Station wet well (pit)clean out Dundee Station	EA	1 per year	\$2,330.25	\$11,651.25
X	Pumpstation wet well (pit) clean out Blissfield Station	EA	1 per year	\$2,330.25	\$11,651.25
X	Pumpstation wet well (pit) clean out Business Loop 96, Howell Station	EA	1 per year	\$2,330.25	\$11,651.25
X	Pumpstation wet well (pit) clean out E Saginaw St, Lansing Station	EA	1 per year	\$2,330.25	\$11,651.25
X	Pumpstation wet well (pit) clean out W. Saginaw St., Lansing Station	EA	1 per year	\$2,330.25	\$11,651.25
X	Pumpstation wet well (pit) clean out Oakland Ave, Lansing Station	EA	1 per year	\$2,330.25	\$11,651.25
X	Pumpstation wet well (pit) clean out Kalamazoo Station	EA	1 per year	\$2,330.25	\$11,651.25
X	Pumpstation wet well (pit) clean out Grand Rapids Station	EA	1 per year	\$2,330.25	\$11,651.25
X	Pumpstation wet well (pit) clean out Muskegon Station	EA	1 per year	\$2,330.25	\$11,651.25
TOTAL					\$139,815.00

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



LOCATIONS FOR PUMP STATION PIT CLEANOUT

County	Structure# & Control Section	Hwy	Address	Common Name	Location
Washtenaw	DO1 of 81063	US12	2929 Ecorse Rd	Willow Run	N.W. corner of WillowRun Airport
Monroe	DO1 of 81076	US23	3574 Miami	Milan	SB US 23 @ County St.
Monroe	DO1 of 58033	US23	11500 Ann Arbor N.	Azalia	NB US23 @ RR Trestle
Monroe	DO1 of 58032	M50	12712 Custer Rd	Dundee	WB M50 @ RR trestle
Lenawee	DO1 of 46062	US223	13201 E.US223	Blissfield	EB US223 @ RR trestle
Livingston	DO1 of 47062	BR 96	2105E.Grand River Ave,	Howell	WB I-96 BR @ RR trestle
Ingham	DO1 of 33042	M-43	E. Saginaw St. at Larch St.Lansing	East Saginaw	EB Saginaw @ RR trestle
Ingham	DO1 of 33061	M43	2401 W.Saginaw St., Lansing	West Saginaw	EB Saginaw @ RR trestle near GM plant
Ingham	DO2 of 33042	M43	701 E.Oakland Ave., Lansing	Oakland	WB Oakland @ RR trestle
Kalamazoo	DO1 of 39082	M43	918 E. Michigan	Kalamazoo	EB M43 @ RR trestle
Kent	DO1 of 41063	M11	2707 S. Division	Grand Rapids	SB Division@ RR trestle N. of 28 St.
Muskegon	DO1 of 61072	US31	2469 Harvey St.	Muskegon	SB US31 @ abandoned RR trestle

TOTAL PUMP STATIONS				12
PUMP STATION CLEANING SCHEDULE				
Annual Cleaning		May 1st – November 30		Determined by CCI