



# STATE OF MICHIGAN PROCUREMENT

## Michigan Department of Transportation

Van Wagoner Bldg., 425 West Ottawa Street, Lansing, MI 48933

P.O. Box 30050, Lansing, MI 48909

### CONTRACT CHANGE NOTICE

Change Notice Number **3**

to

Contract Number **MA230000000960**

|                   |                             |
|-------------------|-----------------------------|
| <b>CONTRACTOR</b> | Give'em A Brake Safety, LLC |
|                   | 2610 Sanford Avenue         |
|                   | Grandville, MI 49418        |
|                   | Shane Lemke                 |
|                   | 616-531-8705                |
|                   | SLemke@gebsafety.com        |
|                   | CV0064137                   |

|              |                               |                         |      |
|--------------|-------------------------------|-------------------------|------|
| <b>STATE</b> | <b>Program Manager</b>        | James Roath             | MDOT |
|              |                               | 517-230-5361            |      |
|              |                               | RoathJ1@michigan.gov    |      |
|              | <b>Contract Administrator</b> | ReChelle Kendrick       | MDOT |
|              |                               | 517-335-5905            |      |
|              |                               | KendrickR1@michigan.gov |      |

#### CONTRACT SUMMARY

**DESCRIPTION:** Statewide As-Needed Traffic Control Services

| INITIAL EFFECTIVE DATE                                                                                       | INITIAL EXPIRATION DATE | INITIAL AVAILABLE OPTIONS | CURRENT EXPIRATION DATE                                             |
|--------------------------------------------------------------------------------------------------------------|-------------------------|---------------------------|---------------------------------------------------------------------|
| June 21, 2023                                                                                                | June 4, 2026            | 2 - 1 Year                | June 4, 2028                                                        |
| PAYMENT TERMS                                                                                                |                         | DELIVERY TIMEFRAME        |                                                                     |
| Net 45                                                                                                       |                         |                           |                                                                     |
| ALTERNATE PAYMENT OPTIONS                                                                                    |                         |                           | EXTENDED PURCHASING                                                 |
| <input type="checkbox"/> P-Card <input type="checkbox"/> Direct Voucher (PRC) <input type="checkbox"/> Other |                         |                           | <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No |

#### MINIMUM DELIVERY REQUIREMENTS

#### DESCRIPTION OF CHANGE NOTICE

| OPTION                   | LENGTH OF OPTION       | EXTENSION                          | LENGTH OF EXTENSION | REVISED EXP. DATE |
|--------------------------|------------------------|------------------------------------|---------------------|-------------------|
| <input type="checkbox"/> |                        | <input type="checkbox"/>           |                     | No change         |
| CURRENT VALUE            | VALUE OF CHANGE NOTICE | ESTIMATED AGGREGATE CONTRACT VALUE |                     |                   |
| \$2,341,329.10           | \$0.00                 | \$2,341,329.10                     |                     |                   |

#### DESCRIPTION

**DESCRIPTION:** Upon execution, this contract has been amended to add two additional line items as listed on Schedule B for all MDOT Regions. The program manager has been updated to James Roath. The original contract was awarded based on low bid, with the original contract value determined by estimated need. All other terms, conditions, pricing and specifications remain the same per contractor and agency agreement.

**Schedule B – Pricing**  
**Contract 230000000960**  
**Change Notice No. 3**

**As-Needed Traffic Control**  
**All MDOT Regions**

| ITEM DESCRIPTION                                                                                                                                                                       | UNIT OF MEASURE | UNIT PRICE |
|----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|-----------------|------------|
| *NEW - PTS System Closure (includes all signs, channelizing devices, barricades and 2 signal trailers)                                                                                 | Ea              | \$6,936.00 |
| *NEW - Flagging Closure with Automated Flagger Assist Device, ½ Mile(includes flagging signs, channelizing devices and 2 AFAD's)<br>Price does not include flaggers to operate AFAD's) | Ea              | \$4,738.00 |
| Freeway Single Lane Closure                                                                                                                                                            | Ea              | \$4,866.70 |
| Freeway Double Lane Closure                                                                                                                                                            | Ea              | \$6,216.80 |
| Freeway Shoulder Closure                                                                                                                                                               | Ea              | \$3,632.40 |
| Freeway Triple Lane Closure                                                                                                                                                            | Ea              | \$7,661.70 |
| Freeway Total Closure                                                                                                                                                                  | Ea              | \$5,485.00 |
| Ramp Closure, Freeway to Freeway                                                                                                                                                       | Ea              | \$4,480.00 |
| Ramp Closure, Entrance                                                                                                                                                                 | Ea              | \$1,208.90 |
| Ramp Closure, Exit Ramp                                                                                                                                                                | Ea              | \$1,701.70 |
| Nonfreeway Single Lane Closure, Undivided, ½ Mile                                                                                                                                      | Ea              | \$2,239.60 |
| Nonfreeway Double Lane Closure, Undivided, ½ Mile                                                                                                                                      | Ea              | \$5,395.20 |
| Nonfreeway Single Lane Closure, Divided, ½ Mile                                                                                                                                        | Ea              | \$2,716.80 |
| Nonfreeway Double Lane Closure, Divided, ½ Mile                                                                                                                                        | Ea              | \$3,965.70 |
| Mobile Attenuator                                                                                                                                                                      | Ea              | \$1,990.00 |
| Mobile Attenuator, Operated                                                                                                                                                            | Ea              | \$105.00   |
| Barricade, Type III, High Intensity, Lighted, Inclusive                                                                                                                                | Ea              | \$60.00    |
| Light Arrow, Type C, Inclusive                                                                                                                                                         | Ea              | \$300.00   |
| Connected Arrow Board, Type C, Inclusive                                                                                                                                               | Ea              | \$400.00   |
| Plastic Drum, High Intensity, Inclusive                                                                                                                                                | Ea              | \$12.00    |
| Channelizing Device, 42inch, Fluorescent, Inclusive                                                                                                                                    | Ea              | \$11.00    |
| Sign Cover                                                                                                                                                                             | Ea              | \$20.00    |
| Sign Cover, Type I                                                                                                                                                                     | Ea              | \$1,500.00 |
| Sign Portable Changeable Message, Inclusive                                                                                                                                            | Ea              | \$1,000.00 |
| Sign, Type A, Temp, Prismatic, Inclusive                                                                                                                                               | Ea              | \$3.00     |
| Sign, Type B, Temp, Prismatic, Inclusive                                                                                                                                               | Ea              | \$3.00     |
| Sign, Type B, Temp, Prismatic, Special, Inclusive                                                                                                                                      | Ea              | \$9.00     |
| Pedestrian Type II Channelizer, Temp                                                                                                                                                   | Ea              | \$10.00    |
| Pedestrian Type II Barricade                                                                                                                                                           | Ea              | \$60.00    |
| Traffic Regulator                                                                                                                                                                      | Ea              | \$4,200.00 |
| Emergency Response, Mobilization                                                                                                                                                       | Ea              | \$2,760.00 |
| Emergency Response, Closure Maintenance                                                                                                                                                | Ea              | \$690.00   |



# STATE OF MICHIGAN PROCUREMENT

Michigan Department of Transportation

425 W. Ottawa, Lansing, MI 48933

## CONTRACT CHANGE NOTICE

Change Notice Number **2**  
to  
Contract Number **591M230000000960**

|                   |                                                                |
|-------------------|----------------------------------------------------------------|
| <b>CONTRACTOR</b> | Give'em A Brake Safety, LLC                                    |
|                   | 2610 Sanford Avenue                                            |
|                   | Grandville, MI 49418                                           |
|                   | Shane Lemke                                                    |
|                   | 616-531-8705                                                   |
|                   | <a href="mailto:SLemke@gebsafety.com">SLemke@gebsafety.com</a> |

|              |                        |                         |      |
|--------------|------------------------|-------------------------|------|
| <b>STATE</b> | Program Manager        | John Ladensack          | MDOT |
|              |                        | 248-417-9290            |      |
|              |                        | LadensackJ@michigan.gov |      |
|              | Contract Administrator | ReChelle Kendrick       | MDOT |
|              |                        | 517-993-1933            |      |
|              |                        | KendrickR1@michigan.gov |      |

| CONTRACT SUMMARY                                                                                                                                                                                                                                                                                                                                      |                         |                           |                                                                     |                   |
|-------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|-------------------------|---------------------------|---------------------------------------------------------------------|-------------------|
| <b>DESCRIPTION:</b> As-Needed Traffic Control Services within Metro, North, Southwest, University, Superior, Bay, Grand Regions; Michigan Department of Transportation (MDOT)                                                                                                                                                                         |                         |                           |                                                                     |                   |
| INITIAL EFFECTIVE DATE                                                                                                                                                                                                                                                                                                                                | INITIAL EXPIRATION DATE | INITIAL AVAILABLE OPTIONS | EXPIRATION DATE BEFORE CHANGE(S) NOTED BELOW                        |                   |
| June 21, 2023                                                                                                                                                                                                                                                                                                                                         | June 4, 2026            | Two, One-year             | June 4, 2028                                                        |                   |
| PAYMENT TERMS                                                                                                                                                                                                                                                                                                                                         |                         | DELIVERY TIMEFRAME        |                                                                     |                   |
| Net 45 Days                                                                                                                                                                                                                                                                                                                                           |                         | N/A                       |                                                                     |                   |
| ALTERNATE PAYMENT OPTIONS                                                                                                                                                                                                                                                                                                                             |                         |                           | EXTENDED PURCHASING                                                 |                   |
| <input type="checkbox"/> P-card <input type="checkbox"/> Payment Request (PRC) <input type="checkbox"/> Other                                                                                                                                                                                                                                         |                         |                           | <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No |                   |
| MINIMUM DELIVERY REQUIREMENTS                                                                                                                                                                                                                                                                                                                         |                         |                           |                                                                     |                   |
| N/A                                                                                                                                                                                                                                                                                                                                                   |                         |                           |                                                                     |                   |
| DESCRIPTION OF CHANGE NOTICE                                                                                                                                                                                                                                                                                                                          |                         |                           |                                                                     |                   |
| OPTION                                                                                                                                                                                                                                                                                                                                                | LENGTH OF OPTION        | EXTENSION                 | LENGTH OF EXTENSION                                                 | REVISED EXP. DATE |
| <input type="checkbox"/>                                                                                                                                                                                                                                                                                                                              |                         | <input type="checkbox"/>  |                                                                     | No Change         |
| CURRENT VALUE                                                                                                                                                                                                                                                                                                                                         |                         | VALUE OF CHANGE NOTICE    | ESTIMATED AGGREGATE CONTRACT VALUE                                  |                   |
| \$2,341,329.10                                                                                                                                                                                                                                                                                                                                        |                         | 0                         | \$2,341,329.10                                                      |                   |
| <b>DESCRIPTION:</b> Upon execution, Contract is amended to add all MDOT Regions for as-needed traffic control services. The original contract was based on low bid, with the original contract value determined based on estimated need. All other terms, conditions, pricing and specifications remain the same per contractor and agency agreement. |                         |                           |                                                                     |                   |

**Schedule B – Pricing**  
**Contract 230000000960**  
**As-Needed Traffic Control**  
**All MDOT Regions**

| ITEM DESCRIPTION                                        | UNIT    | PRICE<br>PER<br>UNIT | Total        |
|---------------------------------------------------------|---------|----------------------|--------------|
| Freeway Single Lane Closure                             | 22 Ea   | \$4,866.70           | \$107,067.40 |
| Freeway Double Lane Closure                             | 7 Ea    | \$6,216.80           | \$43,517.60  |
| Freeway Shoulder Closure                                | 22 Ea   | \$3,632.40           | \$79,912.80  |
| Freeway Total Closure                                   | 2 Ea    | \$5,485.00           | \$10,970.00  |
| Ramp Closure, Freeway to Freeway                        | 8 Ea    | \$4,480.00           | \$35,840.00  |
| Ramp Closure, Entrance                                  | 8 Ea    | \$1,208.90           | \$9,671.20   |
| Ramp Closure, Exit Ramp                                 | 8 Ea    | \$1,701.70           | \$13,613.60  |
| Nonfreeway Single Lane Closure, Undivided, 1/2 Mile     | 2 Ea    | \$2,239.60           | \$4,479.20   |
| Nonfreeway Double Lane Closure, Undivided, 1/2 Mile     | 2 Ea    | \$5,395.20           | \$10,790.40  |
| Nonfreeway Single Lane Closure, Divided, 1/2 Mile       | 2 Ea    | \$2,716.80           | \$5,433.60   |
| Nonfreeway Double Lane Closure, Divided, 1/2 Mile       | 2 Ea    | \$3,965.70           | \$7,931.40   |
|                                                         |         |                      |              |
| Mobile Attenuator                                       | 30 Ea   | \$1,990.00           | \$59,700.00  |
| Mobile Attenuator, Operated                             | 30 Hr   | \$105.00             | \$3,150.00   |
| Barricade, Type III, High Intensity, Lighted, Inclusive | 450 Ea  | \$60.00              | \$27,000.00  |
| Connected Arrow Board, Type C, Inclusive                | 15 Ea   | \$400.00             | \$6,000.00   |
| Plastic Drum, High Intensity, Inclusive                 | 450 Ea  | \$12.00              | \$5,400.00   |
| Channelizing Device, 42inch, Fluorescent, Inclusive     | 450 Ea  | \$11.00              | \$4,950.00   |
| Sign Cover                                              | 30 Ea   | \$20.00              | \$600.00     |
| Sign Portable Changeable Message, Inclusive             | 30 Ea   | \$1,000.00           | \$30,000.00  |
| Sign, Type A, Temp, Prismatic, Inclusive                | 300 Sft | \$3.00               | \$900.00     |
| Sign, Type B, Temp, Prismatic, Inclusive                | 300 Sft | \$3.00               | \$900.00     |
| Sign, Type B, Temp, Prismatic, Special, Inclusive       | 300 Sft | \$9.00               | \$2,700.00   |
| Pedestrian Type II Channelizer, Temp                    | 450 Ft  | \$10.00              | \$4,500.00   |
| Traffic Regulator                                       | 7 Ea    | \$4,200.00           | \$29,400.00  |
| Sign Cover, Type I                                      | 30 Ea   | \$1,500.00           | \$45,000.00  |
| Pedestrian Type II Barricade                            | 15 Ea   | \$60.00              | \$900.00     |



# STATE OF MICHIGAN PROCUREMENT

Michigan Department of Transportation

425 W. Ottawa, Lansing, MI 48933

## CONTRACT CHANGE NOTICE

Change Notice Number **1**  
to  
Contract Number **591M230000000960**

|                   |                             |
|-------------------|-----------------------------|
| <b>CONTRACTOR</b> | Give'em A Brake Safety, LLC |
|                   | 2610 Sanford Ave.           |
|                   | Grandville, MI 49418        |
|                   | Shane Lemke                 |
|                   | 616-531-8705                |
|                   | slemke@gebsafety.com        |

|              |                        |                         |      |
|--------------|------------------------|-------------------------|------|
| <b>STATE</b> | Program Manager        | John Ladensack          | MDOT |
|              |                        | 248-417-9290            |      |
|              |                        | Ladensackj@michigan.gov |      |
|              | Contract Administrator | ReChelle Kendrick       | MDOT |
|              |                        | 517-993-1933            |      |
|              |                        | KendrickR1@michigan.gov |      |

| CONTRACT SUMMARY                                                                                                                                                                                                                                                                                                    |                         |                           |                                                                     |                   |
|---------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|-------------------------|---------------------------|---------------------------------------------------------------------|-------------------|
| <b>DESCRIPTION: Auburn Hills As-Needed Traffic Control Services within Oakland, Macomb Counties, and Grand Region; Michigan Department of Transportation (MDOT)</b>                                                                                                                                                 |                         |                           |                                                                     |                   |
| INITIAL EFFECTIVE DATE                                                                                                                                                                                                                                                                                              | INITIAL EXPIRATION DATE | INITIAL AVAILABLE OPTIONS | EXPIRATION DATE BEFORE CHANGE(S) NOTED BELOW                        |                   |
| June 21, 2023                                                                                                                                                                                                                                                                                                       | June 4, 2026            | Two, One-year options     | June 4, 2026                                                        |                   |
| PAYMENT TERMS                                                                                                                                                                                                                                                                                                       |                         | DELIVERY TIMEFRAME        |                                                                     |                   |
| Net 45 Days                                                                                                                                                                                                                                                                                                         |                         | N/A                       |                                                                     |                   |
| ALTERNATE PAYMENT OPTIONS                                                                                                                                                                                                                                                                                           |                         |                           | EXTENDED PURCHASING                                                 |                   |
| <input type="checkbox"/> P-card <input type="checkbox"/> Payment Request (PRC) <input type="checkbox"/> Other                                                                                                                                                                                                       |                         |                           | <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No |                   |
| MINIMUM DELIVERY REQUIREMENTS                                                                                                                                                                                                                                                                                       |                         |                           |                                                                     |                   |
| N/A                                                                                                                                                                                                                                                                                                                 |                         |                           |                                                                     |                   |
| DESCRIPTION OF CHANGE NOTICE                                                                                                                                                                                                                                                                                        |                         |                           |                                                                     |                   |
| OPTION                                                                                                                                                                                                                                                                                                              | LENGTH OF OPTION        | EXTENSION                 | LENGTH OF EXTENSION                                                 | REVISED EXP. DATE |
| <input checked="" type="checkbox"/>                                                                                                                                                                                                                                                                                 | 2-year options          | <input type="checkbox"/>  |                                                                     | June 4, 2028      |
| CURRENT VALUE                                                                                                                                                                                                                                                                                                       |                         | VALUE OF CHANGE NOTICE    | ESTIMATED AGGREGATE CONTRACT VALUE                                  |                   |
| \$1,031,002.10                                                                                                                                                                                                                                                                                                      |                         | \$1,310,327.00            | \$2,341,329.10                                                      |                   |
| <b>DESCRIPTION:</b> Upon execution, this Contract amended to add \$1,310,327.00 and exercise the last two option years for as-needed Traffic control services and add Grand Region per attachment. The original contract was based on low bid, with the original contract value determined based on estimated need. |                         |                           |                                                                     |                   |
| State Administrative Board Approval: 2/3/26                                                                                                                                                                                                                                                                         |                         |                           |                                                                     |                   |
| The Contract Administrator has been changed to ReChelle Kendrick.                                                                                                                                                                                                                                                   |                         |                           |                                                                     |                   |
| All other terms, conditions, and specifications remain the same per contractor and agency agreement. remain the same.                                                                                                                                                                                               |                         |                           |                                                                     |                   |

## Schedule B – Pricing for Grand Region

Mason, Lake, Osceola, Oceana, Newaygo, Mecosta, Muskegon, Montcalm, Ottawa, Kent, Ionia,  
Allegan, and Barry Counties

| ITEM DESCRIPTION                                        | UNIT    | PRICE<br>PER<br>UNIT | Total               |
|---------------------------------------------------------|---------|----------------------|---------------------|
| Freeway Single Lane Closure                             | 22 Ea   | <b>\$4,866.70</b>    | <b>\$107,067.40</b> |
| Freeway Double Lane Closure                             | 7 Ea    | <b>\$6,216.80</b>    | <b>\$43,517.60</b>  |
| Freeway Shoulder Closure                                | 22 Ea   | <b>\$3,632.40</b>    | <b>\$79,912.80</b>  |
| Freeway Total Closure                                   | 2 Ea    | <b>\$5,485.00</b>    | <b>\$10,970.00</b>  |
| Ramp Closure, Freeway to Freeway                        | 8 Ea    | <b>\$4,480.00</b>    | <b>\$35,840.00</b>  |
| Ramp Closure, Entrance                                  | 8 Ea    | <b>\$1,208.90</b>    | <b>\$9,671.20</b>   |
| Ramp Closure, Exit Ramp                                 | 8 Ea    | <b>\$1,701.70</b>    | <b>\$13,613.60</b>  |
| Nonfreeway Single Lane Closure, Undivided, 1/2 Mile     | 2 Ea    | <b>\$2,239.60</b>    | <b>\$4,479.20</b>   |
| Nonfreeway Double Lane Closure, Undivided, 1/2 Mile     | 2 Ea    | <b>\$5,395.20</b>    | <b>\$10,790.40</b>  |
| Nonfreeway Single Lane Closure, Divided, 1/2 Mile       | 2 Ea    | <b>\$2,716.80</b>    | <b>\$5,433.60</b>   |
| Nonfreeway Double Lane Closure, Divided, 1/2 Mile       | 2 Ea    | <b>\$3,965.70</b>    | <b>\$7,931.40</b>   |
|                                                         |         |                      |                     |
| Mobile Attenuator                                       | 30 Ea   | <b>\$1,990.00</b>    | <b>\$59,700.00</b>  |
| Mobile Attenuator, Operated                             | 30 Hr   | <b>\$105.00</b>      | <b>\$3,150.00</b>   |
| Barricade, Type III, High Intensity, Lighted, Inclusive | 450 Ea  | <b>\$60.00</b>       | <b>\$27,000.00</b>  |
| Connected Arrow Board, Type C, Inclusive                | 15 Ea   | <b>\$400.00</b>      | <b>\$6,000.00</b>   |
| Plastic Drum, High Intensity, Inclusive                 | 450 Ea  | <b>\$12.00</b>       | <b>\$5,400.00</b>   |
| Channelizing Device, 42inch, Fluorescent, Inclusive     | 450 Ea  | <b>\$11.00</b>       | <b>\$4,950.00</b>   |
| Sign Cover                                              | 30 Ea   | <b>\$20.00</b>       | <b>\$600.00</b>     |
| Sign Portable Changeable Message, Inclusive             | 30 Ea   | <b>\$1,000.00</b>    | <b>\$30,000.00</b>  |
| Sign, Type A, Temp, Prismatic, Inclusive                | 300 Sft | <b>\$3.00</b>        | <b>\$900.00</b>     |
| Sign, Type B, Temp, Prismatic, Inclusive                | 300 Sft | <b>\$3.00</b>        | <b>\$900.00</b>     |
| Sign, Type B, Temp, Prismatic, Special, Inclusive       | 300 Sft | <b>\$9.00</b>        | <b>\$2,700.00</b>   |
| Pedestrian Type II Channelizer, Temp                    | 450 Ft  | <b>\$10.00</b>       | <b>\$4,500.00</b>   |
| Traffic Regulator                                       | 7 Ea    | <b>\$4,200.00</b>    | <b>\$29,400.00</b>  |
| Sign Cover, Type I                                      | 30 Ea   | <b>\$1,500.00</b>    | <b>\$45,000.00</b>  |
| Pedestrian Type II Barricade                            | 15 Ea   | <b>\$60.00</b>       | <b>\$900.00</b>     |



# STATE OF MICHIGAN PROCUREMENT

## Purchasing Unit

Department of Transportation  
425 W. Ottawa St., Lansing, Michigan 48909  
P.O. Box 30050, Lansing, Michigan 48933

### NOTICE OF CONTRACT

NOTICE OF CONTRACT NO. **591M230000000960**

between

THE STATE OF MICHIGAN

and

|                   |                             |
|-------------------|-----------------------------|
| <b>CONTRACTOR</b> | Give'em A Brake Safety, LLC |
|                   | 2610 Sanford Ave.           |
|                   | Grandville, MI 49418        |
|                   | Shane Lemke                 |
|                   | 616-531-8705                |
|                   | slemke@gebsafety.com        |

|              |                               |                                                                      |      |
|--------------|-------------------------------|----------------------------------------------------------------------|------|
| <b>STATE</b> | <b>Program Manager</b>        | John Ladensack                                                       | MDOT |
|              |                               | 248-417-9290                                                         |      |
|              |                               | <a href="mailto:ladensackj@michigan.gov">ladensackj@michigan.gov</a> |      |
|              | <b>Contract Administrator</b> | Terry Harris                                                         | MDOT |
|              |                               | 517-249-0870                                                         |      |
|              |                               | <a href="mailto:Harrist@michigan.gov">Harrist@michigan.gov</a>       |      |

| CONTRACT SUMMARY                                                                                                                             |                         |                           |                                                          |
|----------------------------------------------------------------------------------------------------------------------------------------------|-------------------------|---------------------------|----------------------------------------------------------|
| DESCRIPTION: Auburn Hill As-needed Traffic Control Services within Oakland and Macomb Counties- Michigan Department of Transportation (MDOT) |                         |                           |                                                          |
| INITIAL EFFECTIVE DATE                                                                                                                       | INITIAL EXPIRATION DATE | INITIAL AVAILABLE OPTIONS | EXPIRATION DATE BEFORE CHANGE(S) NOTED BELOW             |
| June 21, 2023                                                                                                                                | June 4, 2026            | Two (2)-one-year options  |                                                          |
| PAYMENT TERMS                                                                                                                                |                         | DELIVERY TIMEFRAME        |                                                          |
| Net 45                                                                                                                                       |                         | N/A                       |                                                          |
| ALTERNATE PAYMENT OPTIONS                                                                                                                    |                         |                           | EXTENDED PURCHASING                                      |
| <input type="checkbox"/> P-card <input type="checkbox"/> Payment Request (PRC) <input type="checkbox"/> Other                                |                         |                           | <input type="checkbox"/> Yes <input type="checkbox"/> No |
| MINIMUM DELIVERY REQUIREMENTS                                                                                                                |                         |                           |                                                          |
| N/A                                                                                                                                          |                         |                           |                                                          |
| MISCELLANEOUS INFORMATION                                                                                                                    |                         |                           |                                                          |
| This Contract Agreement is awarded on the basis of our inquiry bearing the solicitation RFP 230000001849                                     |                         |                           |                                                          |
| ESTIMATED CONTRACT VALUE AT TIME OF EXECUTION                                                                                                |                         |                           | \$1,031,002.10                                           |

# STANDARD CONTRACT TERMS

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This STANDARD CONTRACT (“**Contract**”) is agreed to between the State of Michigan (the “**State**”) and Give’em A Brake Safety (“**Contractor**”), a Michigan Corporation. This Contract is effective on June 21, 2023, and unless terminated, expires on June 4, 2026 (the “**Term**”).

This Contract may be renewed for up to two (2) additional one (1) year period(s). Renewal is at the sole discretion of the State and will automatically extend the Term of this Contract. The State will document its exercise of renewal options via Contract Change Notice.

The parties agree as follows:

- 1. Duties of Contractor.** Contractor must perform the services and provide the deliverables described in **Schedule A – Statement of Work** (the “**Contract Activities**”). An obligation to provide delivery of any commodity is considered a service and is a Contract Activity.

Contractor must furnish all labor, equipment, materials, and supplies necessary for the performance of the Contract Activities, and meet operational standards, unless otherwise specified in Schedule A.

Contractor must: (a) perform the Contract Activities in a timely, professional, safe, and workmanlike manner consistent with standards in the trade, profession, or industry; (b) meet or exceed the performance and operational standards, and specifications of the Contract; (c) provide all Contract Activities in good quality, with no material defects; (d) not interfere with the State’s operations; (e) obtain and maintain all necessary licenses, permits or other authorizations necessary for the performance of the Contract; (f) cooperate with the State, including the State’s quality assurance personnel, and any third party to achieve the objectives of the Contract; (g) return to the State any State-furnished equipment or other resources in the same condition as when provided when no longer required for the Contract; (h) not make any media releases without prior written authorization from the State; (i) assign to the State any claims resulting from state or federal antitrust violations to the extent that those violations concern materials or services supplied by third parties toward fulfillment of the Contract; (j) comply with all State physical and IT security policies and standards which will be made available upon request; and (k) provide the State priority in performance of the Contract except as mandated by federal disaster response requirements. Any breach under this paragraph is considered a material breach.

Contractor must also be clearly identifiable while on State property by wearing identification issued by the State, and clearly identify themselves whenever making contact with the State.

- 2. Notices.** All notices and other communications required or permitted under this Contract must be in writing and will be considered given and received: (a) when verified by written receipt if sent by courier; (b) when actually received if sent by mail without verification of receipt; or (c) when verified by automated receipt or electronic logs if sent by facsimile or email.

| If to State:                                                                                                                                  | If to Contractor:                                                                                                                           |
|-----------------------------------------------------------------------------------------------------------------------------------------------|---------------------------------------------------------------------------------------------------------------------------------------------|
| Terry Harris<br>425 W. Ottawa Street<br>Lansing, MI 48909<br><a href="mailto:Harrist@michigan.gov">Harrist@michigan.gov</a><br>(517) 249-0870 | Shane Lemke<br>2610 Sanford Ave.<br>Grandville, MI. 49418<br><a href="mailto:slemke@gebsafety.com">slemke@gebsafety.com</a><br>616-531-8705 |

- 3. Contract Administrator.** The Contract Administrator for each party is the only person authorized to modify any terms of this Contract, and approve and execute any change under this Contract (each a “**Contract Administrator**”):

| State:                                                                                                                                        | Contractor:                                                                                                                                 |
|-----------------------------------------------------------------------------------------------------------------------------------------------|---------------------------------------------------------------------------------------------------------------------------------------------|
| Terry Harris<br>425 W. Ottawa Street<br>Lansing, MI 48909<br><a href="mailto:Harrist@michigan.gov">Harrist@michigan.gov</a><br>(517) 249-0870 | Shane Lemke<br>2610 Sanford Ave.<br>Grandville, MI. 49418<br><a href="mailto:slemke@gebsafety.com">slemke@gebsafety.com</a><br>616-531-8705 |

4. **Program Manager.** The Program Manager for each party will monitor and coordinate the day-to-day activities of the Contract (each a “**Program Manager**”):

| State:                                                                                                                                          | Contractor:                                                                                                                        |
|-------------------------------------------------------------------------------------------------------------------------------------------------|------------------------------------------------------------------------------------------------------------------------------------|
| John Ladensack<br>2925 Lapeer<br>Auburn Hills, MI 48326<br><a href="mailto:ladensackj@michigan.gov">ladensackj@michigan.gov</a><br>248-417-9290 | Jesse Kerr<br>17625 23 Mile Rd<br>Macomb, MI 48052<br><a href="mailto:jkerr@gebsafety.com">jkerr@gebsafety.com</a><br>586-842-1800 |

5. **Performance Guarantee.** Contractor must at all times have financial resources sufficient, in the opinion of the State, to ensure performance of the Contract and must provide proof upon request. The State may require a performance bond (as specified in Schedule A – Statement of Work) if, in the opinion of the State, it will ensure performance of the Contract.
6. **Insurance Requirements.** Contractor, at its sole expense, must maintain the insurance coverage identified below. All required insurance must: (a) protect the State from claims that may arise out of, are alleged to arise out of, or otherwise result from Contractor's or a subcontractor's performance; (b) be primary and non-contributing to any comparable liability insurance (including self-insurance) carried by the State; and (c) be provided by a company with an A.M. Best rating of "A-" or better, and a financial size of VII or better.

| Required Limits                                                                                                                                                                  | Additional Requirements                                                                                                                                                                                                                                                    |
|----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| <b>Commercial General Liability Insurance</b>                                                                                                                                    |                                                                                                                                                                                                                                                                            |
| <b>Minimum Limits:</b><br>\$1,000,000 Each Occurrence<br>\$1,000,000 Personal & Advertising Injury<br>\$2,000,000 Products/Completed Operations<br>\$2,000,000 General Aggregate | Contractor must have their policy endorsed to add “the State of Michigan, its departments, divisions, agencies, offices, commissions, officers, employees, and agents” as additional insureds using endorsement CG 20 10 11 85, or both CG 20 10 12 19 and CG 20 37 12 19. |
| <b>Automobile Liability Insurance</b>                                                                                                                                            |                                                                                                                                                                                                                                                                            |
| <b>Minimum Limits:</b><br>\$1,000,000 Per Accident                                                                                                                               | Contractor must have their policy: (1) endorsed to add “the State of Michigan, its departments, divisions, agencies, offices, commissions, officers, employees, and agents” as additional insureds; and (2) include Hired and Non-Owned Automobile coverage.               |

| Required Limits                                                                                                        | Additional Requirements                                          |
|------------------------------------------------------------------------------------------------------------------------|------------------------------------------------------------------|
| <b>Workers' Compensation Insurance</b>                                                                                 |                                                                  |
| <b>Minimum Limits:</b><br>Coverage according to applicable laws governing work activities.                             | Waiver of subrogation, except where waiver is prohibited by law. |
| <b>Employers Liability Insurance</b>                                                                                   |                                                                  |
| <b>Minimum Limits:</b><br>\$500,000 Each Accident<br>\$500,000 Each Employee by Disease<br>\$500,000 Aggregate Disease |                                                                  |

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

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

This Section is not intended to and is not to be construed in any manner as waiving, restricting or limiting the liability of either party for any obligations under this Contract (including any provisions hereof requiring Contractor to indemnify, defend and hold harmless the State).

**7. Reserved**

**8. Reserved**

**9. Independent Contractor.** Contractor is an independent contractor and assumes all rights, obligations and liabilities set forth in this Contract. Contractor, its employees, and agents will not be considered employees of the State. No partnership or joint venture relationship is created by virtue of this Contract. Contractor, and not the State, is responsible for the payment of wages, benefits and taxes of Contractor's employees and any subcontractors. Prior performance does not modify Contractor's status as an independent contractor.

**10. Subcontracting.** Contractor may not delegate any of its obligations under the Contract without the prior written approval of the State. Contractor must notify the State at least 90 calendar days before the proposed delegation and provide the State any information it requests to determine whether the delegation is in its best interest. If approved, Contractor must: (a) be the sole point of contact regarding all contractual matters, including payment and charges for all Contract Activities; (b) make all payments to the subcontractor; and (c) incorporate the terms and conditions contained in this Contract in any subcontract with a subcontractor. Contractor remains responsible for the completion of the Contract Activities, compliance with the terms of this Contract, and the acts and omissions of the subcontractor. The State, in its sole discretion, may require the replacement of any subcontractor.

- 11. Staffing.** The State's Contract Administrator may require Contractor to remove or reassign personnel by providing a notice to Contractor.
- 12. Background Checks.** Pursuant to Michigan law, all agencies subject to IRS Pub. 1075 are required to ask the Michigan State Police to perform fingerprint background checks on all employees, including Contractor and Subcontractor employees, who may have access to any database of information maintained by the federal government that contains confidential or personal information, including, but not limited to, federal tax information. Further, pursuant to Michigan law, any agency described above is prohibited from providing Contractors or Subcontractors with the result of such background check. For more information, please see Michigan Public Act 427 of 2018. Upon request, or as may be specified in Schedule A, Contractor must perform background checks on all employees and subcontractors and its employees prior to their assignment. The scope is at the discretion of the State and documentation must be provided as requested. Contractor is responsible for all costs associated with the requested background checks. The State, in its sole discretion, may also perform background checks.
- 13. Assignment.** Contractor may not assign this Contract to any other party without the prior approval of the State. Upon notice to Contractor, the State, in its sole discretion, may assign in whole or in part, its rights or responsibilities under this Contract to any other party. If the State determines that a novation of the Contract to a third party is necessary, Contractor will agree to the novation and provide all necessary documentation and signatures.
- 14. Change of Control.** Contractor will notify within 30 days of any public announcement or otherwise once legally permitted to do so, the State of a change in Contractor's organizational structure or ownership. For purposes of this Contract, a change in control means any of the following: (a) a sale of more than 50% of Contractor's stock; (b) a sale of substantially all of Contractor's assets; (c) a change in a majority of Contractor's board members; (d) consummation of a merger or consolidation of Contractor with any other entity; (e) a change in ownership through a transaction or series of transactions; (f) or the board (or the stockholders) approves a plan of complete liquidation. A change of control does not include any consolidation or merger effected exclusively to change the domicile of Contractor, or any transaction or series of transactions principally for bona fide equity financing purposes.
- In the event of a change of control, Contractor must require the successor to assume this Contract and all of its obligations under this Contract.
- 15. Ordering.** Contractor is not authorized to begin performance until receipt of authorization as identified in Schedule A.
- 16. Acceptance.** Contract Activities are subject to inspection and testing by the State within 30 calendar days of the State's receipt of them ("**State Review Period**"), unless otherwise provided in Schedule A. If the Contract Activities are not fully accepted by the State, the State will notify Contractor by the end of the State Review Period that either: (a) the Contract Activities are accepted but noted deficiencies must be corrected; or (b) the Contract Activities are rejected. If the State finds material deficiencies, it may: (i) reject the Contract Activities without performing any further inspections; (ii) demand performance at no additional cost; or (iii) terminate this Contract in accordance with Section 23, Termination for Cause.

Within 10 business days from the date of Contractor's receipt of notification of acceptance with deficiencies or rejection of any Contract Activities, Contractor must cure, at no additional cost, the deficiency and deliver unequivocally acceptable Contract Activities to the State. If acceptance with deficiencies or rejection of the Contract Activities impacts the content or delivery of other non-completed Contract Activities, the parties' respective Program Managers must determine an agreed to number of days for re-submission that minimizes the overall impact to the Contract.

However, nothing herein affects, alters, or relieves Contractor of its obligations to correct deficiencies in accordance with the time response standards set forth in this Contract.

If Contractor is unable or refuses to correct the deficiency within the time response standards set forth in this Contract, the State may cancel the order in whole or in part. The State, or a third party identified by the State, may perform the Contract Activities and recover the difference between the cost to cure and the Contract price plus an additional 10% administrative fee.

**17. Delivery.** Contractor must deliver all Contract Activities F.O.B. destination, within the State premises with transportation and handling charges paid by Contractor, unless otherwise specified in Schedule A. All containers and packaging become the State's exclusive property upon acceptance.

**18. Reserved**

**19. Reserved**

**20. Terms of Payment.** Invoices must conform to the requirements communicated from time-to-time by the State. All undisputed amounts are payable within 45 days of the State's receipt. Contractor may only charge for Contract Activities performed as specified in Schedule A. Invoices must include an itemized statement of all charges. The State is exempt from State sales tax for direct purchases and may be exempt from federal excise tax, if Services purchased under this Agreement are for the State's exclusive use. All prices are exclusive of taxes, and Contractor is responsible for all sales, use and excise taxes, and any other similar taxes, duties and charges of any kind imposed by any federal, state, or local governmental entity on any amounts payable by the State under this Contract.

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

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

**21. Liquidated Damages.** Liquidated damages, if applicable, will be assessed as described in Schedule A.

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

**23. Termination for Cause.** The State may terminate this Contract for cause, in whole or in part, if Contractor, as determined by the State: (a) endangers the value, integrity, or security of any location, data, or personnel; (b) becomes insolvent, petitions for bankruptcy court proceedings, or

has an involuntary bankruptcy proceeding filed against it by any creditor; (c) engages in any conduct that may expose the State to liability; (d) breaches any of its material duties or obligations; or (e) fails to cure a breach within the time stated in a notice of breach. Any reference to specific breaches being material breaches within this Contract will not be construed to mean that other breaches are not material.

If the State terminates this Contract under this Section, the State will issue a termination notice specifying whether Contractor must: (a) cease performance immediately, or (b) continue to perform for a specified period. If it is later determined that Contractor was not in breach of the Contract, the termination will be deemed to have been a Termination for Convenience, effective as of the same date, and the rights and obligations of the parties will be limited to those provided in Section 24, Termination for Convenience.

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

- 24. Termination for Convenience.** The State may immediately terminate this Contract in whole or in part without penalty and for any reason, including but not limited to, appropriation or budget shortfalls. The termination notice will specify whether Contractor must: (a) cease performance of the Contract Activities immediately, or (b) continue to perform the Contract Activities in accordance with Section 25, Transition Responsibilities. If the State terminates this Contract for convenience, the State will pay all reasonable costs, as determined by the State, for State approved Transition Responsibilities.
- 25. Transition Responsibilities.** Upon termination or expiration of this Contract for any reason, Contractor must, for a period of time specified by the State (not to exceed **90** calendar days), provide all reasonable transition assistance requested by the State, to allow for the expired or terminated portion of the Contract Activities to continue without interruption or adverse effect, and to facilitate the orderly transfer of such Contract Activities to the State or its designees. Such transition assistance may include, but is not limited to: (a) continuing to perform the Contract Activities at the established Contract rates; (b) taking all reasonable and necessary measures to transition performance of the work, including all applicable Contract Activities, training, equipment, software, leases, reports and other documentation, to the State or the State's designee; (c) taking all necessary and appropriate steps, or such other action as the State may direct, to preserve, maintain, protect, or return to the State all materials, data, property, and confidential information provided directly or indirectly to Contractor by any entity, agent, vendor, or employee of the State; (d) transferring title in and delivering to the State, at the State's discretion, all completed or partially completed deliverables prepared under this Contract as of the Contract termination date; and (e) preparing an accurate accounting from which the State and Contractor may reconcile all outstanding accounts (collectively, "**Transition Responsibilities**"). This Contract will automatically be extended through the end of the transition period.
- 26. General Indemnification.** Contractor must defend, indemnify and hold the State, its departments, divisions, agencies, offices, commissions, officers, and employees harmless, without limitation, from and against any and all actions, claims, losses, liabilities, damages, costs, attorney fees, and expenses (including those required to establish the right to indemnification), arising out of or relating to: (a) any breach by Contractor (or any of Contractor's employees, agents, subcontractors, or by anyone else for whose acts any of them may be liable) of any of the promises, agreements, representations, warranties, or insurance requirements contained in this

Contract; (b) any infringement, misappropriation, or other violation of any intellectual property right or other right of any third party; (c) any bodily injury, death, or damage to real or tangible personal property occurring wholly or in part due to action or inaction by Contractor (or any of Contractor's employees, agents, subcontractors, or by anyone else for whose acts any of them may be liable); and (d) any acts or omissions of Contractor (or any of Contractor's employees, agents, subcontractors, or by anyone else for whose acts any of them may be liable).

The State will notify Contractor in writing if indemnification is sought; however, failure to do so will not relieve Contractor, except to the extent that Contractor is materially prejudiced. Contractor must, to the satisfaction of the State, demonstrate its financial ability to carry out these obligations.

The State is entitled to: (i) regular updates on proceeding status; (ii) participate in the defense of the proceeding; (iii) employ its own counsel; and to (iv) retain control of the defense if the State deems necessary. Contractor will not, without the State's written consent (not to be unreasonably withheld), settle, compromise, or consent to the entry of any judgment in or otherwise seek to terminate any claim, action, or proceeding. To the extent that any State employee, official, or law may be involved or challenged, the State may, at its own expense, control the defense of that portion of the claim.

Any litigation activity on behalf of the State, or any of its subdivisions under this Section, must be coordinated with the Department of Attorney General. An attorney designated to represent the State may not do so until approved by the Michigan Attorney General and appointed as a Special Assistant Attorney General.

- 27. Infringement Remedies.** If, in either party's opinion, any piece of equipment, software, commodity, or service supplied by Contractor or its subcontractors, or its operation, use or reproduction, is likely to become the subject of a copyright, patent, trademark, or trade secret infringement claim, Contractor must, at its expense: (a) procure for the State the right to continue using the equipment, software, commodity, or service, or if this option is not reasonably available to Contractor, (b) replace or modify the same so that it becomes non-infringing; or (c) accept its return by the State with appropriate credits to the State against Contractor's charges and reimburse the State for any losses or costs incurred as a consequence of the State ceasing its use and returning it.
- 28. Limitation of Liability and Disclaimer of Damages.** **IN NO EVENT WILL THE STATE'S AGGREGATE LIABILITY TO CONTRACTOR UNDER THIS CONTRACT, REGARDLESS OF THE FORM OF ACTION, WHETHER IN CONTRACT, TORT, NEGLIGENCE, STRICT LIABILITY OR BY STATUTE OR OTHERWISE, FOR ANY CLAIM RELATED TO OR ARISING UNDER THIS CONTRACT, EXCEED THE MAXIMUM AMOUNT OF FEES PAYABLE UNDER THIS CONTRACT.** The State is not liable for consequential, incidental, indirect, or special damages, regardless of the nature of the action.
- 29. Disclosure of Litigation, or Other Proceeding.** Contractor must notify the State within 14 calendar days of receiving notice of any litigation, investigation, arbitration, or other proceeding (collectively, "**Proceeding**") involving Contractor, a subcontractor, or an officer or director of Contractor or subcontractor, that arises during the term of the Contract, including: (a) a criminal Proceeding; (b) a parole or probation Proceeding; (c) a Proceeding under the Sarbanes-Oxley Act; (d) a civil Proceeding involving: (1) a claim that might reasonably be expected to adversely affect Contractor's viability or financial stability; or (2) a governmental or public entity's claim or written allegation of fraud; or (e) a Proceeding involving any license that Contractor is required to possess in order to perform under this Contract.
- 30. State Data.** All data and information provided to Contractor by or on behalf of the State, and all data and information derived therefrom, is the exclusive property of the State ("**State Data**"); this

definition is to be construed as broadly as possible. Upon request, Contractor must provide to the State, or a third party designated by the State, all State Data within 10 calendar days of the request and in the format requested by the State. Contractor will assume all costs incurred in compiling and supplying State Data. No State Data may be used for any marketing purposes.

### **31. Reserved**

**32. Non-Disclosure of Confidential Information.** The parties acknowledge that each party may be exposed to or acquire communication or data of the other party that is confidential, privileged communication not intended to be disclosed to third parties. The provisions of this Section survive the termination of this Contract.

- a. Meaning of Confidential Information.** For the purposes of this Contract, the term “Confidential Information” means all information and documentation of a party that: (a) has been marked “confidential” or with words of similar meaning, at the time of disclosure by such party; (b) if disclosed orally or not marked “confidential” or with words of similar meaning, was subsequently summarized in writing by the disclosing party and marked “confidential” or with words of similar meaning; and, (c) should reasonably be recognized as confidential information of the disclosing party. The term “Confidential Information” does not include any information or documentation that was: (a) subject to disclosure under the Michigan Freedom of Information Act (FOIA); (b) already in the possession of the receiving party without an obligation of confidentiality; (c) developed independently by the receiving party, as demonstrated by the receiving party, without violating the disclosing party’s proprietary rights; (d) obtained from a source other than the disclosing party without an obligation of confidentiality; or, (e) publicly available when received, or thereafter became publicly available (other than through any unauthorized disclosure by, through, or on behalf of, the receiving party). For purposes of this Contract, in all cases and for all matters, State Data is deemed to be Confidential Information.
- b. Obligation of Confidentiality.** The parties agree to hold all Confidential Information in strict confidence and not to copy, reproduce, sell, transfer, or otherwise dispose of, give or disclose such Confidential Information to third parties other than employees, agents, or subcontractors of a party who have a need to know in connection with this Contract or to use such Confidential Information for any purposes whatsoever other than the performance of this Contract. The parties agree to advise and require their respective employees, agents, and subcontractors of their obligations to keep all Confidential Information confidential. Disclosure to a subcontractor is permissible where: (a) use of a subcontractor is authorized under this Contract; (b) the disclosure is necessary or otherwise naturally occurs in connection with work that is within the subcontractor's responsibilities; and (c) Contractor obligates the subcontractor in a written contract to maintain the State's Confidential Information in confidence. At the State's request, any employee of Contractor or any subcontractor may be required to execute a separate agreement to be bound by the provisions of this Section.
- c. Cooperation to Prevent Disclosure of Confidential Information.** Each party must use its best efforts to assist the other party in identifying and preventing any unauthorized use or disclosure of any Confidential Information. Without limiting the foregoing, each party must advise the other party immediately in the event either party learns or has reason to believe that any person who has had access to Confidential Information has violated or intends to violate the terms of this Contract and each party will cooperate with the other party in seeking injunctive or other equitable relief against any such person.
- d. Remedies for Breach of Obligation of Confidentiality.** Each party acknowledges that breach of its obligation of confidentiality may give rise to irreparable injury to the other party, which damage may be inadequately compensable in the form of monetary damages. Accordingly, a

party may seek and obtain injunctive relief against the breach or threatened breach of the foregoing undertakings, in addition to any other legal remedies which may be available, to include, in the case of the State, at the sole election of the State, the immediate termination, without liability to the State, of this Contract or any Statement of Work corresponding to the breach or threatened breach.

- e. Surrender of Confidential Information upon Termination.** Upon termination of this Contract or a Statement of Work, in whole or in part, each party must, within 5 calendar days from the date of termination, return to the other party any and all Confidential Information received from the other party, or created or received by a party on behalf of the other party, which are in such party's possession, custody, or control; provided, however, that Contractor must return State Data to the State following the timeframe and procedure described further in this Contract. Should Contractor or the State determine that the return of any Confidential Information is not feasible, such party must destroy the Confidential Information and must certify the same in writing within 5 calendar days from the date of termination to the other party. However, the State's legal ability to destroy Contractor data may be restricted by its retention and disposal schedule, in which case Contractor's Confidential Information will be destroyed after the retention period expires.

**33. Reserved**

**34. Reserved**

**35. Reserved**

- 36. Records Maintenance, Inspection, Examination, and Audit.** The State or its designee may audit Contractor to verify compliance with this Contract. Contractor must retain and provide to the State or its designee and the auditor general upon request, all financial and accounting records related to the Contract through the term of the Contract and for 4 years after the latter of termination, expiration, or final payment under this Contract or any extension ("**Audit Period**"). If an audit, litigation, or other action involving the records is initiated before the end of the Audit Period, Contractor must retain the records until all issues are resolved.

Within 10 calendar days of providing notice, the State and its authorized representatives or designees have the right to enter and inspect Contractor's premises or any other places where Contract Activities are being performed, and examine, copy, and audit all records related to this Contract. Contractor must cooperate and provide reasonable assistance. If any financial errors are revealed, the amount in error must be reflected as a credit or debit on subsequent invoices until the amount is paid or refunded. Any remaining balance at the end of the Contract must be paid or refunded within 45 calendar days.

This Section applies to Contractor, any parent, affiliate, or subsidiary organization of Contractor, and any subcontractor that performs Contract Activities in connection with this Contract.

- 37. Warranties and Representations.** Contractor represents and warrants: (a) Contractor is the owner or licensee of any Contract Activities that it licenses, sells, or develops and Contractor has the rights necessary to convey title, ownership rights, or licensed use; (b) all Contract Activities are delivered free from any security interest, lien, or encumbrance and will continue in that respect; (c) the Contract Activities will not infringe the patent, trademark, copyright, trade secret, or other proprietary rights of any third party; (d) Contractor must assign or otherwise transfer to the State or its designee any manufacturer's warranty for the Contract Activities; (e) the Contract Activities are merchantable and fit for the specific purposes identified in the Contract; (f) the Contract signatory has the authority to enter into this Contract; (g) all information furnished by Contractor in connection with the Contract fairly and accurately represents Contractor's business, properties,

finances, and operations as of the dates covered by the information, and Contractor will inform the State of any material adverse changes;(h) all information furnished and representations made in connection with the award of this Contract is true, accurate, and complete, and contains no false statements or omits any fact that would make the information misleading; and that (i) Contractor is neither currently engaged in nor will engage in the boycott of a person based in or doing business with a strategic partner as described in 22 USC 8601 to 8606. A breach of this Section is considered a material breach of this Contract, which entitles the State to terminate this Contract under Section 23, Termination for Cause.

- 38. Conflicts and Ethics.** Contractor will uphold high ethical standards and is prohibited from: (a) holding or acquiring an interest that would conflict with this Contract; (b) doing anything that creates an appearance of impropriety with respect to the award or performance of the Contract; (c) attempting to influence or appearing to influence any State employee by the direct or indirect offer of anything of value; or (d) paying or agreeing to pay any person, other than employees and consultants working for Contractor, any consideration contingent upon the award of the Contract. Contractor must immediately notify the State of any violation or potential violation of these standards. This Section applies to Contractor, any parent, affiliate, or subsidiary organization of Contractor, and any subcontractor that performs Contract Activities in connection with this Contract.
- 39. Compliance with Laws.** Contractor must comply with all federal, state and local laws, rules and regulations.
- 40. Reserved**
- 41. Reserved**
- 42. Nondiscrimination.** Under the Elliott-Larsen Civil Rights Act, 1976 PA 453, MCL 37.2101, *et seq.*, the Persons with Disabilities Civil Rights Act, 1976 PA 220, MCL 37.1101, *et seq.*, and [Executive Directive 2019-09](#). Contractor and its subcontractors agree not to discriminate against an employee or applicant for employment with respect to hire, tenure, terms, conditions, or privileges of employment, or a matter directly or indirectly related to employment, because of race, color, religion, national origin, age, sex (as defined in Executive Directive 2019-09), height, weight, marital status, partisan considerations, any mental or physical disability, or genetic information that is unrelated to the person's ability to perform the duties of a particular job or position. Breach of this covenant is a material breach of this Contract.
- 43. Unfair Labor Practice.** Under MCL 423.324, the State may void any Contract with a Contractor or subcontractor who appears on the Unfair Labor Practice register compiled under MCL 423.322.
- 44. Governing Law.** This Contract is governed, construed, and enforced in accordance with Michigan law, excluding choice-of-law principles, and all claims relating to or arising out of this Contract are governed by Michigan law, excluding choice-of-law principles. Any dispute arising from this Contract must be resolved in Michigan Court of Claims. Contractor consents to venue in Ingham County, and waives any objections, such as lack of personal jurisdiction or *forum non conveniens*. Contractor must appoint agents in Michigan to receive service of process.
- 45. Non-Exclusivity.** Nothing contained in this Contract is intended nor will be construed as creating any requirements contract with Contractor. This Contract does not restrict the State or its agencies from acquiring similar, equal, or like Contract Activities from other sources.
- 46. Force Majeure.** Neither party will be in breach of this Contract because of any failure arising from any disaster or acts of god that are beyond their control and without their fault or negligence. Each party will use commercially reasonable efforts to resume performance. Contractor will not be

relieved of a breach or delay caused by its subcontractors. If immediate performance is necessary to ensure public health and safety, the State may immediately contract with a third party.

- 47. Dispute Resolution.** The parties will endeavor to resolve any Contract dispute in accordance with this provision. The dispute will be referred to the parties' respective Contract Administrators or Program Managers. Such referral must include a description of the issues and all supporting documentation. The parties must submit the dispute to a senior executive if unable to resolve the dispute within 15 business days. The parties will continue performing while a dispute is being resolved, unless the dispute precludes performance. A dispute involving payment does not preclude performance.

Litigation to resolve the dispute will not be instituted until after the dispute has been elevated to the parties' senior executive and either concludes that resolution is unlikely or fails to respond within 15 business days. The parties are not prohibited from instituting formal proceedings: (a) to avoid the expiration of statute of limitations period; (b) to preserve a superior position with respect to creditors; or (c) where a party makes a determination that a temporary restraining order or other injunctive relief is the only adequate remedy. This Section does not limit the State's right to terminate the Contract.

- 48. Media Releases.** News releases (including promotional literature and commercial advertisements) pertaining to the Contract or project to which it relates must not be made without prior written State approval, and then only in accordance with the explicit written instructions of the State.
- 49. Website Incorporation.** The State is not bound by any content on Contractor's website unless expressly incorporated directly into this Contract.
- 50. Schedules.** All Schedules and Exhibits that are referenced herein and attached hereto are hereby incorporated by reference. The following Schedules are attached hereto and incorporated herein:

| Schedule A           | Statement of Work                                                    |
|----------------------|----------------------------------------------------------------------|
| Schedule B – Pricing | Pricing for goods and services sought by the State through this RFP. |

- 51. Entire Agreement and Order of Precedence.** This Contract, which includes Schedule A – Statement of Work, and schedules and exhibits which are hereby expressly incorporated, is the entire agreement of the parties related to the Contract Activities. This Contract supersedes and replaces all previous understandings and agreements between the parties for the Contract Activities. If there is a conflict between documents, the order of precedence is: (a) first, this Contract, excluding its schedules, exhibits, and Schedule A – Statement of Work; (b) second, Schedule A – Statement of Work as of the Effective Date; and (c) third, schedules expressly incorporated into this Contract as of the Effective Date. NO TERMS ON CONTRACTOR'S INVOICES, ORDERING DOCUMENTS, WEBSITE, BROWSE-WRAP, SHRINK-WRAP, CLICK-WRAP, CLICK-THROUGH OR OTHER NON-NEGOTIATED TERMS AND CONDITIONS PROVIDED WITH ANY OF THE CONTRACT ACTIVITIES WILL CONSTITUTE A PART OR AMENDMENT OF THIS CONTRACT OR IS BINDING ON THE STATE FOR ANY PURPOSE. ALL SUCH OTHER TERMS AND CONDITIONS HAVE NO FORCE AND EFFECT AND ARE DEEMED REJECTED BY THE STATE, EVEN IF ACCESS TO OR USE OF THE CONTRACT ACTIVITIES REQUIRES AFFIRMATIVE ACCEPTANCE OF SUCH TERMS AND CONDITIONS.
- 52. Severability.** If any part of this Contract is held invalid or unenforceable, by any court of competent jurisdiction, that part will be deemed deleted from this Contract and the severed part will be replaced by agreed upon language that achieves the same or similar objectives. The remaining Contract will continue in full force and effect.

- 53. Waiver.** Failure to enforce any provision of this Contract will not constitute a waiver.
- 54. Survival.** The provisions of this Contract that impose continuing obligations, including warranties and representations, termination, transition, insurance coverage, indemnification, and confidentiality, will survive the expiration or termination of this Contract.
- 55. Contract Modification.** This Contract may not be amended except by signed agreement between the parties (a “**Contract Change Notice**”). Notwithstanding the foregoing, no subsequent Statement of Work or Contract Change Notice executed after the Effective Date will be construed to amend this Contract unless it specifically states its intent to do so and cites the section or sections amended.

# **SCHEDULE A – STATEMENT OF WORK CONTRACT ACTIVITIES**

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**Contract 230000000960**

**Auburn hills – As-Needed Traffic Control Services within Oakland and Macomb Counties**

## **BACKGROUND**

Michigan Department of Transportation (MDOT) is for As-Needed Traffic Control services on State trunklines within Oakland and Macomb counties within Metro Region jurisdiction. The result of this contract is a three (3) year contract with two (2) one (1) year optional extensions. Quantities listed in Schedule B are estimates, actual work performed will be decided by the Program Manager/Engineer or his/her designee. The State is not obligated to purchase any listed quantity.

## **SCOPE**

This contract is for traffic control services in Oakland and Macomb counties on an as needed basis. The scope of work shall include set up, operation, and removal of the requested traffic control devices/services. Traffic control devices/services are to be provided for MDOT's Metro Region.

This contract may be used for Auburn Hills Maintenance routine and non-routine contracts. Specific project locations will not be known at this time.

## **REQUIREMENTS**

### **1. General Requirements**

#### **1.1. General Requirements Overview**

The Contractor through innovation, technology, or other means shall perform and provide the required as-needed traffic control and have adequate qualified staff, equipment, tools, supplies, materials, training, and supervision to complete the requested work determined by the State and otherwise do all things necessary for, or incidental, to the performance of work.

Compliance will be based on the State's overall evaluation and interpretation in accordance with method of performance, and frequencies set forth herein.

The Contractor shall provide services at the locations throughout Oakland and Macomb counties as directed by the MDOT Program Manager (PM) and PM representative. The MDOT PM may designate (via email) an alternate person(s) to act on his/her behalf.

The Contractor is responsible for notifying the Engineer and Inspectors via phone call and e-mail at least 24 hours before implement a traffic control set up.

All work shall be done in accordance with all regulations governing the state agency wherein the work is to be performed and with minimum possible interference with the proper functioning of the activities of that state agency. Supplies, materials, equipment, etc. shall be confined so as not to unduly encumber the premises.

Any and all work-related citations/fines/tickets will the responsibility of the Contractor.

### **Device Requirements:**

#### **1.2. Authorization Requirements**

The PM or designated representative will provide, as needed, the location and required traffic control services in writing.

## 2. Service Requirements

### 2.1. Proposed Work Methods

The Contractor may be required to provide traffic control services for up to four (4) discrete locations at any given time within Oakland and Macomb counties. Each traffic control closure shall include the setup, operation, scheduled maintenance, and removal of the requested traffic control devices. The typical traffic control services that MDOT will require the Contractor to provide, either individually or concurrently, shall include, but not limited to the following:

1. Freeway single lane closures
2. Freeway double lane closures
3. Freeway triple lane closures
4. Freeway shoulder closures
5. Freeway full closures
6. Freeway ramp closures
7. Non-Freeway divided single lane closures
8. Non-Freeway divided double lane closures
9. Non-Freeway undivided single lane closures
10. Non-Freeway undivided double lane closures

The Contractor will be required to keep staff readily available during the duration of a requested service for alternations with a maximum response time of four (4) hours.

All closures are to be set up per Maintaining Traffic Control Typicals found at the link below.

<https://mdotjboss.state.mi.us/TSSD/getCategoryDocuments.htm?categoryPrjNumbers=1403891,1525683,1403892,2173385,2173386,1403896&category=Work%20Zones>

### 2.2. Items of Work

#### 2.2.1 Proposed Work Method Pay Items

Payment for work performed under Proposed Work Methods will be considered included under the pay items. The items shall be paid for as described in section 2.3 Payment.

Proposed work method pay items are for a duration of 14 calendar days. If a traffic set up is in place for more than 14 calendar days, the Contractor will be paid an additional 25% of the unit price for every 14 calendar days.

| ITEM DESCRIPTION                                    | UNIT |
|-----------------------------------------------------|------|
| Freeway Single Lane Closure                         | Ea   |
| Freeway Double Lane Closure                         | Ea   |
| Freeway Shoulder Closure                            | Ea   |
| Freeway Triple Lane Closure                         | Ea   |
| Freeway Total Closure                               | Ea   |
| Ramp Closure, Freeway to Freeway                    | Ea   |
| Ramp Closure, Entrance                              | Ea   |
| Ramp Closure, Exit Ramp                             | Ea   |
| Nonfreeway Single Lane Closure, Undivided, 1/2 Mile | Ea   |
| Nonfreeway Double Lane Closure, Undivided, 1/2 Mile | Ea   |
| Nonfreeway Single Lane Closure, Divided, 1/2 Mile   | Ea   |
| Nonfreeway Double Lane Closure, Divided, 1/2 Mile   | Ea   |
| Nonfreeway Closure, Turn Lane                       | Ea   |

### 2.2.2 Miscellaneous Pay Items

Pay items listed below will be considered Miscellaneous Pay Items. All-inclusive pay items are for furnished and operated devices.

| ITEM DESCRIPTION                                        | UNIT |
|---------------------------------------------------------|------|
| Mobile Attenuator                                       | Ea   |
| Mobile Attenuator, Operated                             | Hr   |
| Barricade, Type III, High Intensity, Lighted, Inclusive | Ea   |
| Lighted Arrow, Type C, Inclusive                        | Ea   |
| Plastic Drum, High Intensity, Inclusive                 | Ea   |
| Channelizing Device, 42inch, Fluorescent, Inclusive     | Ea   |
| Sign Cover                                              | Ea   |
| Sign Portable Changeable Message, Inclusive             | Ea   |
| Sign, Type A, Temp, Prismatic, Inclusive                | Sft  |
| Sign, Type B, Temp, Prismatic, Inclusive                | Sft  |
| Sign, Type B, Temp, Prismatic, Special, Inclusive       | Sft  |
| Pedestrian Type II Channelizer, Temp                    | Ft   |
| Emergency Request, Mobilization                         | Ea   |
| Emergency Request, Closure Maintenance                  | Ea   |

### 2.3. Payment

The measurement and payment for all traffic control devices shall be done using the listed pay items in Schedule B and Section 2.2. The price for each closure type shall include necessary materials, labor, and equipment to place the traffic control devices at the first site and to move the traffic control devices from site to site throughout the life of the contract. Appropriate quantities using “standard” MDOT pay items are provided **for informational only** as an appendix.

Payment for operated devices shall be “per deployment” per location(s) as required per the request. All closures are based on MDOT standard Maintaining Traffic Typical unless noted. No distances have been provided for mobile closures due to the nature of the work. For informational only quantities in Appendix A, freeway speed limits were assumed at 70 mph and nonfreeway was assumed at 55 mph.

All freeway closures shall be for a work zone of one (1) mile in length not including Taper Length or Longitudinal Buffer Space as specified in 101-GEN-SPACING-CHARTS. All non-freeway closures shall be for a work zone of a half (1/2) mile in length not including Taper Length or Longitudinal Buffer Space as specified in 101-GEN-SPACING-CHARTS.

Miscellaneous quantities will be used to pay the contractor for additional channelizing devices used in excess of one mile for freeway closures and ½ mile for nonfreeway closures and additional requested signing, barricades, lighted arrows, PCMS, and channelizing devices by the MDOT Project Manager.

**No additional payment will be made for the following activities:**

- **Damaged material, devices, vehicles, and TMAs will not be paid for by the Department and will be the responsibility of the Contractor.**
- **Transporting traffic control items from site to site.**
- **Providing sufficient vehicles and staff to make as needed on-site during work.**
- **Providing sufficient vehicles and staff to remove closures from the roadway within one (1) hour of notification by the Project Manager or their representative unless otherwise approved by the Engineer.**

- **Providing sufficient vehicles and staff to completely remove all traffic control devices from the work site by the end of the calendar day of work unless other arrangements are made with the Engineer.**

### **2.3.1 Mobile Attenuator, Operated**

Mobile Attenuator, operated shall be used for the deployment and operation of the TMA by the Contractor as requested by the PM. The Contractor shall include the cost of supervision, all labor, equipment, and transportation, in accordance with all local, State, and Federal statutes, and incidentals necessary to satisfactorily perform this service. Payment for mobile attenuator will be per hour of service and includes the cost of truck and operator of the truck. The billable time will begin when the Contractor arrives at the specified location with all personnel and equipment requested by the Project Manager. One (1) additional hour for travel to the job site and one (1) additional hour for travel from the site will be paid per daily request. A minimum four (4) payment will be made per request. There will be no separate payment Mobile Attenuator when this service is requested and utilized.

The MDOT Project Manager may request up to six (6) Mobile Attenuator, Operated at a single time.

## **2.4. Emergency Request**

### **2.4.1 Emergency Request, Mobilization**

The Contractor shall be available 24 hours, seven (7) days a week. Following a call from the Project Manager, the Contractor shall provide the necessary labor, material, and equipment to set up traffic control as an emergency response at the designated scene within four (4) hours of notice.

Payment for emergency call outs to set up traffic control shall be paid for as an each item to initiate emergency mobility in addition to the proposed work method pay item. The unit price for **Emergency Request, Mobilization** shall be to mobilize the Contractor as requested by the Engineer for an emergency event. The pay item "Emergency Request, Mobilization" shall be paid once per emergency request. An emergency request shall be for multiple traffic set ups. This pay item will not be used or paid in conjunction with Emergency Request, Closure Maintenance.

### **2.4.2 Emergency Request, Closure Maintenance**

The Contractor shall be available 24 hours, seven (7) days a week. Following a call from the Project Manager, the Contractor shall provide the necessary labor, material, and equipment to maintain traffic control as an emergency response at the designated scene within four (4) hours of notice.

Payment for emergency call outs to maintain traffic control shall be paid for as an each item. The unit price for **Emergency Request, Closure Maintenance** shall be for the Contractor to provide the required labor, equipment, and material to realign and/or replace damaged and noncompliant temporary traffic control devices. The pay item "Emergency Request, Closure Maintenance" shall be for previously erected traffic set ups. This pay item will not be used or paid in conjunction with Emergency Request, Mobilization.

Emergency Request, Closure Maintenance will not be paid for performing the routine inspection or the replacement of temporary traffic control devices identified during the routine inspection. The routine inspections performed by the Contractor are identified in Section 2.7.

## **2.5. Storage of Material**

Obtain approval from the Project Manager for the location prior to equipment and material being stored on site. Store equipment, materials, and Contractor's personal vehicles a minimum of 5 feet behind the guardrail or concrete barrier or beyond the clear zone of the traveled roadway. The clear zone is as follows:

- 30 feet from the edge line of all freeways
- 20 feet from the edge line of all surface streets

No equipment or materials can be stored in a way that hampers the use of public sidewalks, crosswalks, or sidewalk ramps. A minimum of 8 feet of open sidewalk must be maintained at all times. Any additional signs or devices required to protect the motoring public from stored equipment, material, or Contractor employees' personal vehicles will be at Contractor's expense. No equipment or material storage will be allowed on a private property without written permission of the owner, or on recreational properties.

## **2.6. Traffic Control Devices**

All traffic control devices and their use will conform to the Michigan Manual of Uniform Traffic Control Devices (MMUTCD), 2011 edition as revised, and as specified herein. All traffic control devices, except lighted arrow boards and portable changeable message signs (PCMS), will be NCHRP 350 compliant. Mobile attenuators (MAs) on this project must meet NCHRP 350 TL-3 or MASH TL-3 requirements.

### **2.6.1 Temporary Signs**

Fabricate all signs utilizing prismatic retro-reflective sheeting in accordance with MDOT's 2020 Standard Specification for Construction and the MMUTCD. Place all signs with a minimum 5-foot bottom height on freeways and a 7-foot bottom height on surface streets on this project.

Remove or lay down temporary signs on portable supports that are not required for a particular work operation, with the feet off. Legs must be pointed away from the traffic flow. Do not utilize sign covers on signs with portable supports unless otherwise directed by the Project Manager.

### **2.6.2 Channelizing Devices**

Place plastic drums with high intensity sheeting in lead-in tapers and shifts. All channelizing devices must be kept in acceptable condition as defined by the American Traffic Safety Services Association (ATSSA).

Place plastic drums on all freeways at the following spacing:

- 100 feet on Tangents
- 50 feet on Tapers and Shifts
- 20 feet when tighter control is required by the Project Manager

Place plastic drums on all other streets at the following spacing:

- 50 feet on Tangents
- 25 feet on Tapers and Shifts
- 10 feet when tighter control is required by the Project Manager

Place Type III lighted barricades as directed by the Project Manager

The use of 42" channelizing devices is allowed to be used on this project in accordance with the MMUTCD. The use of 42" channelizing devices shall be approved by the Project Manager prior to implementation. 42" channelizing devices shall not be used for tapers. If approval is not granted all channelizing devices shall be plastic drums.

All channelizing devices use on this project shall have high intensity sheeting.

Roll up signs are not permitted during nighttime hours or closures that will be in place for 24 hours.

## **2.7. Maintenance of Traffic (MOT)**

Traffic shall be maintained in accordance with the current Standard Specifications for Construction, MDOT Maintaining Traffic Typical, the current edition of the Michigan Manual of Uniform Traffic Control

Devices (MMUTCD), and the current Maintenance Work Zone Traffic Control Guidelines. All operations shall be conducted in a manner that will not create a hazard, nor hinder, restrict, or impede trunkline traffic. The Contractor shall not operate equipment on the roadway or in a manner that requires unnecessary crossing of the roadway. Traffic control is to be adhered in accordance with Section 812 of MDOT's current Standard Specifications for Construction, and with MDOT's Traffic Standards, Typical, Special Details, and the current Maintenance Work Zone Traffic Control Guidelines. The Contractor shall not park equipment within the right of way of any state trunkline in a manner not permitted by posted traffic control devices. The Contractor shall not store equipment in the right of way of any state trunkline or on state property when not engaged in work operations.

The Contractor shall be required to routinely inspect traffic control devices at a frequency of twice per week unless otherwise noted by the MDOT Project Manager to ensure that the devices are relevant, in place, positioned, aligned, oriented, and replaced as necessary as required. Record inspections and make the records available to the MDOT Project Manager upon request. The cost for this effort shall be included in the cost of each proposed work method pay item.

Traffic set ups must be taken down within one (1) hour of notification from the MDOT Project Manager. Remove temporary traffic control devices from the project site if no longer required upon notification from the MDOT Project Manager within three (3) calendar days.

## **2.8. Deletion of Work**

MDOT may delete all, or any, portions of this Contract that cannot be completed in conformity as detailed within this document. If this Contract is terminated, or portions thereof deleted, payment will be made for all satisfactorily completed work at these Contract unit prices. This contract will be for as-needed work at the request of the Auburn Hills Maintenance Group.

## **3. Staffing**

### **3.1. Contractor Representative**

The Contractor must appoint one Project Manager and one Field Supervisor, individuals specifically assigned to State of Michigan accounts, who will respond to State inquiries regarding the Contract Activities. specifically assigned to State of Michigan accounts that will respond to State inquiries regarding the contract activities. Both employees will be specifically assigned to this Contract, be knowledgeable on the contractual requirements, have a technical background to perform requested work.

The Contractor must notify the Contract Administrator at least 7 calendar days before removing or assigning a new Contractor Representative.

1st a primary employee as the first point of contact

Project Manager

Employee Name: **Jesse Kerr**

Employee Title: **Branch Manager**

Employee Office phone: **586-842-1800**

Employee Cell phone: **989-324-1023**

Employee email: **jkerr@gebsafety.com**

2nd a secondary employee to support the primary, when needed for routine maintenance and or emergency calls.

Field Supervisor

Employee Name: **Jeff Boillat**

Employee Title: **Branch Manager**

Employee Office phone: **517-459-0643**

Employee Cell phone: **989-280-0541**

Employee email: **jboillat@gebsafety.com**

### **3.2. Key Personnel - Supervision**

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

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

### **3.3. 24/7 Telephone Number and Emergency Contact**

The Contractor must specify its 24 hours a day 7 days a week telephone number for MDOT to contact the Project Manager or Field Supervisor.

Employee Name: **Jesse Kerr**

Employee Title: **Branch Manager**

24/7 Telephone Number: **989-324-1023**

### **3.4. Disclosure of Subcontractors**

Subcontractors shall not be allowed for this contract.

## **4. Pricing**

### **4.1. Price Term**

Pricing is firm for the entire length of the Contract.

## **5. Ordering**

### **5.1. Authorizing Document**

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

## **6. Acceptance**

### **6.1. Acceptance, Inspection and Testing**

The State will use the following criteria to determine acceptance of the Contract Activities: Visual Inspection, compliance with American Traffic Safety Services Association (ATSSA) Quality Guidelines for Work Zone Traffic Control documentation specifying material compliance with MMUTCD and NCHRP-350, and timely removal of traffic control devices as specified.

The Contractor shall consult the MDOT PM, or their designee, for inspection and tentative approval of work being accomplished, so that, in the event of unsatisfactory work, sufficient time will be available to the Contractor to make corrections in a satisfactory manner within the time specified.

## **7. Invoice and Payment**

### **7.1. Invoice Requirements**

All invoices submitted to the State must include: (a) date; (b) purchase order; (c) quantity; (d) description of the Contract Activities; (e) unit price; (f) shipping cost (if any); and (g) total price. Overtime, holiday pay, and travel expenses will not be paid.

All invoices shall be submitted to the State for work on a contract with the Auburn Hills Maintenance Facility must be submitted via e-mail to [ladensackj@michigan.gov](mailto:ladensackj@michigan.gov)

All invoices should reflect actual work done on a monthly basis and be accompanied by the monthly report of work performed and all supporting documents.

### **7.2. Payment Methods**

The State will make payment for Contract Activities under this Contract through Electronic Funds Transfer (EFT). Public Act 533 of 2004 requires that payment on all State contracts for the purchase of goods or services be made by Electronic Funds Transfer (EFT). If you are not registered to receive EFT payments you must do so prior to the execution of the contract ([www.michigan.gov/SIGMAVSS](http://www.michigan.gov/SIGMAVSS)).

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

### **7.3. Procedure**

The Engineer is responsible for developing Lane Closure Requests before starting work. Start date shall be approved by the MDOT Program Manager.

The MDOT Program Manager will inform the Contractor of any deficiencies and allowed time to correct the deficiencies. If deficiencies continue, a formal Complaint to Vendor or Vendor Performance Report will be filed. For non-conformance to MOT requirements or other safety procedures the MDOT Program Manager or their designee has the right to shut down future operations until the issue is corrected.

## **8. Project Plan**

### **8.1. Project Plan**

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

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

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

Equipment failure **WILL NOT** constitute an acceptable reason for failure to provide the requested services in this contract. Adjustments to providing this service, including any weather-related deviations, must be approved by the Contract Compliance Inspector or designated representative.

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

## **8.2. Meetings**

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

The Contractor must attend the following meetings:

- a) Pre-Bid Meeting
  - i. Prior to submission of proposal and bid the potential bidders are required to meet with MDOT and program leads
- b) Pre-Award Meeting and Equipment Inspection
  - i. Prior to award, the successful low bidder is required to meet with the MDOT Program Manager and/or designee at the Contractor's facility. The purpose of this meeting will be to discuss the scope of the Contract and for the bidder to submit an equipment list indicating description, age, manufacturer, model, and serial number of each piece that will be used on the Contract. All the equipment listed for use on the Contract must be available for visual and/or mechanical inspection at the pre-award meeting. All equipment must meet or exceed all requirements defined under "Equipment Requirements" document. All equipment must be in the Contractor's possession, available for use and fully operational for immediate use. The Contractor must also provide any lease Contracts for the equipment at the Pre-Award Meeting. MDOT reserves the right to inspect the Contractor's equipment prior to the Contract start date and at any time throughout the duration of the Contract.
- c) Kick Off Meeting
  - i. Prior to commencement of work the successful bidder is required to meet with MDOT program staff
- d) Annual Service Review and Progress Meeting
  - i. The Program Manager may request an audit of the services provided each year under the specifications, terms, and conditions of the Contract.
  - ii. An unsatisfactory audit may result in cancellation of the Contract under the terms of the Cancellation Clause in the Contract. Further, should the Contract be cancelled for cause, the Contractor so cancelled will not be allowed to participate in request(s) for continuation of this service.
  - iii. The audit will consist of an evaluation of the total service quality, including responsiveness, timeliness of required reporting, and any other specifics as required under the terms of the Contract. The results of the audit along with Contract recommendations will be published by Purchasing Operations and distributed to the respective Agency(s).
  - iv. Should the Contractor desire, a meeting will be arranged between all concerned parties within 10 (ten) calendar days of the date the Contractor received, or could have reasonably been expected to receive, his/her copy of the audit. This meeting will provide an opportunity for the Contractor to present his/her reactions to audit recommendations.

The State may request other meetings, as it deems appropriate.

## **8.3. Reporting**

The Contractor must submit to the Program Manager/Contract Compliance Inspector the following written reports on a monthly basis (to be included with invoice submission):

- a) Progress report

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

## **9. Licensing Agreement**

The Contractor must provide a copy of any applicable licensing agreement.

## **10. Liquidated Damages**

Late or improper completion of the Contract Activities will cause loss and damage to the State and it would be impracticable and extremely difficult to fix the actual damage sustained by the State. Therefore, if there is late or improper completion of the Contract Activities the State is entitled to collect liquidated damages in the amount located in the table below.

| <b>Indicator</b>                  | <b>Outcome Target</b>                                                                                                                                                          | <b>Consequence for non-conformance for all locations and materials used pursuant to this Contract</b>                                                                                                                                                                              |
|-----------------------------------|--------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| Traffic Control Remaining on site | The Contractor shall remove all temporary traffic control devices within 72 hours once notified by the MDOT Project Manager that the devices are no longer needed at the site. | Should traffic control devices remain at a specific location in excess of 72 hours from notification a deduction of payment of 25% of the corresponding pay item will be assessed. An additional 25% deduction will be assessed every 3 calendar days after the initial deduction. |
| Emergency Request Response Time   | The Contractor shall respond to emergency request within 4 hours.                                                                                                              | Should the Contractor fail to respond within 4 hours a deduction of payment of 25% of the corresponding pay item will be assessed. An additional 25% deduction will be assessed every hour after the initial deduction.                                                            |

## **11. Additional Requirements**

### **11.1. Environmental and Energy Efficiency Product Standards**

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

### **11.2. Hazardous Chemical Identification**

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

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

### **11.3. Mercury Content**

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

#### **11.4. Brominated Flame Retardants**

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

#### **12. Bonds**

The successful bidder must furnish performance and lien bonds each for not less than 25% of the total contract price. The bonds must be on the forms provided by the Department. The bonds must meet the requirements of Michigan law and the Department and include other items such as the Powers of Attorney and Endorsement as specified by the Department. The same surety responsible for writing the performance bond must write the lien bond. It is the successful bidder's responsibility to ensure that the lien bond conforms with the terms of MCL 570.101 et seq and bonds must be provided within five (5) days of requesting.

# STATE OF MICHIGAN

Contract

230000000960

As-Needed Traffic Control Services within Oakland and Macomb Counties

Auburn Hills Maintenance

SCHEDULE B

PRICING MATRIX

1. The Contractor must provide a pricing schedule for the proposed Contract Activities using the Pay Items listed below. The pricing schedule should be submitted in a modifiable format (e.g. Microsoft Word or Excel); however, you may also submit an additional pricing schedule in a non-modifiable format (e.g., PDF). Failure to complete the pricing schedule as requested may result in disqualification of your proposal.
2. Price proposals must include all costs, including but not limited to, any one-time or set-up charges, fees, and potential costs that Contractor may charge the State (e.g., shipping and handling, per piece pricing, and palletizing).
3. By submitting its proposal, the Contractor certifies that the prices were arrived at independently, and without consultation, communication, or agreement with any other Contractor.
4. The following schedule shows estimated quantity of work for a three-year period.

| ITEM DESCRIPTION                                        | UNIT | QUANTITY<br>* | PRICE PER<br>UNIT | TOTAL COST   |
|---------------------------------------------------------|------|---------------|-------------------|--------------|
| Freeway Single Lane Closure                             | Ea   | 54            | \$4,866.70        | \$262,801.80 |
| Freeway Double Lane Closure                             | Ea   | 40            | \$6,216.80        | \$248,672.00 |
| Freeway Shoulder Closure                                | Ea   | 10            | \$3,632.40        | \$36,324.00  |
| Freeway Triple Lane Closure                             | Ea   | 2             | \$7,661.70        | \$15,323.40  |
| Freeway Total Closure                                   | Ea   | 1             | \$5,485.00        | \$5,485.00   |
| Ramp Closure, Freeway to Freeway                        | Ea   | 10            | \$4,480.00        | \$44,800.00  |
| Ramp Closure, Entrance                                  | Ea   | 5             | \$1,208.90        | \$6,044.50   |
| Ramp Closure, Exit Ramp                                 | Ea   | 5             | \$1,701.70        | \$8,508.50   |
| Nonfreeway Single Lane Closure, Undivided, 1/2 Mile     | Ea   | 3             | \$2,239.60        | \$6,718.80   |
| Nonfreeway Double Lane Closure, Undivided, 1/2 Mile     | Ea   | 3             | \$5,395.20        | \$16,185.60  |
| Nonfreeway Single Lane Closure, Divided, 1/2 Mile       | Ea   | 5             | \$2,716.80        | \$13,584.00  |
| Nonfreeway Double Lane Closure, Divided, 1/2 Mile       | Ea   | 5             | \$3,965.70        | \$19,828.50  |
|                                                         |      | 0             |                   |              |
| Mobile Attenuator                                       | Ea   | 100           | \$1,990.00        | \$199,000.00 |
| Mobile Attenuator, Operated                             | Hr   | 100           | \$105.00          | \$10,500.00  |
| Barricade, Type III, High Intensity, Lighted, Inclusive | Ea   | 276           | \$60.00           | \$16,560.00  |
| Lighted Arrow, Type C, Inclusive                        | Ea   | 12            | \$300.00          | \$3,600.00   |
| Plastic Drum, High Intensity, Inclusive                 | Ea   | 1200          | \$12.00           | \$14,400.00  |
| Channelizing Device, 42inch, Fluorescent, Inclusive     | Ea   | 1200          | \$11.00           | \$13,200.00  |

|                                                   |     |     |            |                       |
|---------------------------------------------------|-----|-----|------------|-----------------------|
| Sign Cover                                        | Ea  | 5   | \$20.00    | \$100.00              |
| Sign Portable Changeable Message, Inclusive       | Ea  | 20  | \$1,000.00 | \$20,000.00           |
| Sign, Type A, Temp, Prismatic, Inclusive          | Sft | 3   | \$3.00     | \$9.00                |
| Sign, Type B, Temp, Prismatic, Inclusive          | Sft | 100 | \$3.00     | \$300.00              |
| Sign, Type B, Temp, Prismatic, Special, Inclusive | Sft | 3   | \$9.00     | \$27.00               |
| Pedestrian Type II Channelizer, Temp              | Ft  | 3   | \$10.00    | \$30.00               |
| Emergency Response, Mobilization                  | Ea  | 20  | \$2,760.00 | \$55,200.00           |
| Emergency Response, Closure Maintenance           | Ea  | 20  | \$690.00   | \$13,800.00           |
|                                                   |     |     |            |                       |
| 3 Years Total                                     |     |     |            | <b>\$1,031,002.10</b> |

\*Quantities are estimates for three (3) years of service. Exact quantities are unknown.