

CITY OF LINCOLN PARK

**2011 CONCRETE PAVEMENT
RESTORATION**

Advertisement, Instructions to Bidders, General Conditions
of Construction Contract, Contract, Specifications

Mayor and Council
City of Lincoln Park

Mayor Frank Vaslo

Council

Joseph Kaiser, President
Mario DiSanto
Mark Kandes

Donald Majors
Suzanne Moreno
Thomas Murphy

Donna Breeding
City Clerk

Steve Duchane – City Manager
Robert Bartok – Director of Public Services
Dennis Chegash – Building Official / City Engineer
Donald Cook – Director of Community Planning & Development

City of Lincoln Park
Department of Public Services
500 Southfield Road
Lincoln Park, MI 48146
(313) 386-9000
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PART I
BIDDING REQUIREMENTS

**INVITATION TO BID
CITY OF LINCOLN PARK, WAYNE COUNTY, MICHIGAN**

**The City of Lincoln Park is accepting proposals for the
2011 CDBG CONCRETE PAVEMENT RESTORATION**

In the City of Lincoln Park, Wayne County, Michigan

The City of Lincoln Park is accepting sealed bids for Contractors to provide concrete pavement replacement services on a project partly funded by CDBG Grants and subject to Prevailing Wage Regulations as dictated by the Davis-Bacon Act and Section 3 requirements.

The work for this project will be in various CDBG L/M areas and the scope will be designated by the Director of Public Services; to include, but not be limited to, the following:

- **Removal & Replacement of 4,700 Sq. Ft. 4" Concrete Pavement**
- **Removal & Replacement of 49,000 Sq. Ft. 8" Concrete Pavement**
- **Removal & Replacement of 7,700 Sq. Ft. 9" Concrete Pavement**
- **Reconstruction or repair of 75 manholes, catch basins, etc.**

All individual quantities above are approximate and estimated. Change in these quantities will not be considered adequate reason for alteration in any bid unit price.

The award of this contract will be made based on budgeted funds. Reduction of the overall size of the contract may occur if the low bid total exceeds the budgeted amount and shall not be a basis for a contractors varying of as-bid unit prices.

**Sealed bids will be received by: Donna Breeding, City Clerk, City of Lincoln Park
1355 Southfield Road
Lincoln Park, Michigan 48146**

Until 3:00 p.m. (local time), Friday, August 12, 2011. No late bids will be accepted. All sealed bids are to be clearly marked "2011 CDBG CONCRETE PAVEMENT RESTORATION".

Bids shall be opened and read at the regularly scheduled City Council meeting at:

7:30 p.m. (local time), Monday, August 15, 2011
City of Lincoln Park Municipal Office Building
1355 Southfield Road
Lincoln Park, Michigan 48146

The Contract Documents may be obtained after 12:00 noon on Tuesday, August 2, 2011; at the Lincoln Park Department of Building and Engineering at 1355 Southfield Road, Lincoln Park, Michigan 48146, for a non-refundable fee of \$25.00. Documents may be viewed on the city's web page found at citylp.com, but bids will only be received on documents purchased at the city Department of Building and Engineering (Telephone 313-386-1800, ext.256/296). Bid documents may be mailed for an additional fee of \$5.00 (upon receipt of payment).

Each bidder must deposit, with his bid, surety in the form of a certified check, bank draft, or bid bond, in the sum of five percent (5%) of the amount of the proposal.

The City of Lincoln Park reserves that right to waive any irregularity, accept or reject any or all bids, and to accept the proposals that, in the City's opinion, are in the best interest of and to the advantage of the City of Lincoln Park. No bidder may withdraw his bid within 90 days after the date of bid opening.

City of Lincoln Park
Donna Breeding, City Clerk

INSTRUCTIONS TO BIDDERS

1. DEFINED TERMS

Disputes of definitions of terms should be resolved as interpreted by the Engineer. The term "Successful Bidder" means the qualified Bidder, but not necessarily the lowest Bidder, to whom the Owner (on the basis of Owner's evaluation) makes an award.

2. COPIES OF BIDDING DOCUMENTS

2.1. Sets of the Bidding Documents in the number and for the deposit sum, if any, stated in the Advertisement or Invitation may be obtained from Engineer (unless another issuing office is designated in the Advertisement or Invitation to Bid).

2.2. Complete sets of Bidding Documents shall be used in preparing Bids. Every Bidder should check that every set the Bidder obtains from the Owner or Engineer is complete; neither Owner nor Engineer assume any responsibility for errors or misinterpretations resulting from the use of incomplete sets of Bidding Documents.

2.3. Owner and Engineer in making copies of Bidding Documents available on the above terms do so only for the purpose of obtaining Bids on the Work and do not confer a license or grant for any other use.

3. QUALIFICATIONS OF BIDDERS

To demonstrate qualifications to perform the Work, each Bidder must be prepared to submit within five days of Owner's or Engineer's request written evidence of any information deemed necessary by the Engineer for Bid evaluation, such as but not limited to financial data, previous experience, evidence of authority to conduct business in the jurisdiction where the Project is located, evidence of Bidder's qualification to do business in the state where the Project is located or covenant to obtain such qualification prior to award of the contract. Failure to submit any such data within the five days gives the Owner or the Engineer the right to finally reject the Contractor's Bid.

4. EXAMINATION OF CONTRACT DOCUMENTS AND SITE

4.1. Before submitting a Bid, each Bidder must (a) examine the Contract Documents thoroughly; (b) visit the site to familiarize himself with local conditions that in any manner affect cost, progress or performance of the Work; (c) familiarize himself with federal, state and local laws, ordinances, rules and regulations that may in any manner affect cost, progress or performance of the Work; and (d) study and carefully correlate Bidder's observations with the Contract Documents.

4.2. Reference may be made for the identification of those reports of investigations and tests of subsurface and latent physical conditions on the site or otherwise affecting cost, progress, or performance of the Work which have been relied upon by Engineer in preparing the Drawings and Specifications. Owner may make copies of such reports available to any Bidder requesting them. These reports are not guaranteed as to accuracy or completeness nor are they part of the Contract Documents. Before submitting his Bid each Bidder will, at his own expense, make sure additional investigations and tests as the Bidder may deem necessary to determine his Bid for performance of the Work in accordance with the time, place, and other terms and conditions of the Contract Documents.

4.3. On request, Owner will provide each Bidder access to the site to conduct investigations and tests as each Bidder deems necessary for submission of his Bid.

4.4. It is the responsibility of the Contractor to arrange for all lands other than the ones upon which the project will ultimately be constructed. Lands which the Contractor will be responsible to arrange include,

but are not limited to, land necessary to get access to the project, land for storage of material and equipment, etc.

4.5. The submission of a Bid will constitute an incontrovertible representation by the Bidder that he has compiled with every requirement of this Article 4 and all other Contract Documents and that the Contract Documents are sufficient in scope and detail to indicate and convey understanding of all terms and conditions for performance of the Work.

5. INTERPRETATIONS

All questions about the meaning or intent to the Contract Documents shall be submitted to Engineer in writing. Replies, if any, may be issued if Engineer decides it to be in the interest of the project, by Addenda mailed or delivered to all parties recorded by Engineer as having received the Bidding Documents. Engineer reserves the right not to answer questions received less than ten days prior to the date for opening of Bids. Only questions answered by formal written Addenda will be binding. Oral and other interpretations or clarifications will be without legal effect.

6. BID SECURITY

6.1. Bid Security shall be made payable to Owner in an amount of five percent of the Bidder's maximum Bid price and in the form of a certified or bank check or a Bid Bond (on form attached if a form is prescribed) issued by a Surety meeting the requirements of paragraph 5.1 of the General Conditions.

6.2. The Bid Security of the Successful Bidder will be retained until such Bidder has executed the Agreement and furnished the required Contract Security, whereupon it will be returned; if the Successful Bidder fails to execute and deliver the Agreement and furnish the required Contract Security with 10 days of the notice of Award, Owner may annul the Notice of Award and the Bid Security of that Bidder will be forfeited. The Bid Security of any Bidder whom Owner believes to have a reasonable chance of receiving the award may be retained by Owner until the earlier of the fourteenth day after the "effective date of the Agreement" (which term is defined in the General Conditions) by Owner to Contractor and the required Contract Security is furnished or the ninety-first day after the Bid opening. Bid Security of other Bidders will be returned within fourteen days of the Bid opening.

7. CONTACT TIME

The number of days within which, or the date by which, the Work is to be completed (the Contract Time) is set forth in the Bid Form and will be included in the Agreement.

8. LIQUIDATED DAMAGES

Provisions for liquidated damages, if any, are set forth in the Agreement.

9. SUBSTITUTE MATERIAL AND EQUIPMENT

The Contract, if awarded, will be on the basis of material and equipment described in the Drawings or specified in the Specifications without consideration of possible substitute or "or-equal" items. Whenever it is indicated in the Drawings or specified in the Specifications that a substitute or "or-equal" item of material or equipment may be furnished or used by Contractor if acceptable to Engineer, application for such acceptance will not be considered by Engineer until after the "effective date of the Agreement." The procedure for submittal of any such application by Contractor and consideration by Engineer is set forth in paragraph 6.7, 6.7.1 and 6.7.2 of the General Conditions, which may be supplemented in the General Requirements.

10. SUBCONTRACTORS, ETC.

10.1 The contractor shall not subcontract any or all of the work without prior written approval from the City. Any subcontractor so approved agrees to be bound by all conditions of the contract stated herein.

10.2 If the Engineer requires the identity of certain Subcontractors and other persons and organizations to be submitted to Owner in advance of the Notice of Award, the apparent Successful Bidder, and any other Bidder so requested, will within five days after the day of the Bid opening submit to Owner a list of all Subcontractors and other persons and organizations (including those who are to furnish the principal items of material and equipment) proposed for those portions of the Work as to which such identification is so required.

Such list shall be accompanied by an experience statement with pertinent information as to similar projects and other evidence of qualifications for each such Subcontractor, person, and organization if requested by Owner. If Owner or Engineer has any objection to any proposed Subcontractor, other person or organization, either may, before giving the Notice of Award, request the apparent Successful Bidder to submit an acceptable substitute without an increase in Bid price. If the apparent Successful Bidder declines to make any such substitution, the contract shall not be awarded to such Bidder, but his declining to make any such substitution will not constitute grounds for sacrificing his Bid Security. After giving the Notice of Award, if the Owner or Engineer, after due investigation, has reasonable objection to any Subcontractor, other person or organization, either may request the Successful Bidder to provide an acceptable substitute without an increase in the contract price. In such a case, neither the Owner nor the Engineer would be liable for any damages or remedies of either the Contractor or the Subcontractor or any other said person or organization. It is the responsibility of the Contractor to inform the Subcontractor, or other person or organization, to the provision of the contract prior to the parties being contractually bound.

11. BID FORM

11.1. The Bid Form is attached hereto; additional copies may be obtained from Engineer after payment of required charge.

11.2. Bid Forms must be completed in ink or by typewriter. The bid price of each item on the form must be stated in words and numerals; in case of a conflict, words will take precedence. However, if in the opinion of the Engineer, the conflict is a substantial one, then the Engineer has the full right to consider Contractor's Bid non-uniform and void and award the contract to another Bidder without the Engineer or Owner incurring any liability to the rejected Bidder.

11.3. Bids by corporations must be executed in the corporate name by the president or a vice president (or other corporate officer accompanied by evidence of authority to sign) and the corporate office must be affixed and attested by the secretary or an assistant secretary. The corporate address and state of incorporation shall be shown below the signature.

11.4 Bids by partnerships must be executed in the partnership name and signed by a partner whose title must appear under the signature, and the official address of the partnership must be shown below the signature.

11.5. All names must be typed or printed below the signature.

11.6. The Bid shall contain an acknowledgment of receipt of all Addenda (the numbers of which shall be filled in on the Bid Form.)

11.7. The address to which communications regarding the Bid are to be directed must be shown.

12. SUBMISSION OF BIDS

Bids shall be submitted at the time and place indicated in the Invitation to Bid and shall be included in an opaque sealed envelope marked with the Project title and name and address of the Bidder and accompanied by the Bid Security and other required documents. If the Bid is sent through the mail or other delivery system, the sealed envelope shall be enclosed in a separate envelope with the notation "BID ENCLOSED" on the face thereof.

13. MODIFICATION AND WITHDRAWAL OF BIDS

13.1. Bids may be modified or withdrawn by an appropriate document duly executed (in the manner that a Bid must be executed) and delivered to the place where Bids are to be submitted at any time prior to the opening of Bids.

13.2. If, within twenty-four hours after Bids are opened, any Bidder files a duly signed written notice with Owner and promptly thereafter demonstrates to the reasonable satisfaction of Owner that there was a material and substantial mistake in the preparation of his Bid, that Bidder may withdraw his Bid and the Bid Security will be returned. Thereafter, that Bidder will be disqualified from further Bidding on the Work.

14. OPENING OF BIDS

14.1. Bids will be opened Publicly, they will be read aloud and an abstract of the amounts of the base Bids and major alternates (if any) will be made available after the opening of Bids.

15. BIDS TO REMAIN OPEN

15.1 All Bids shall remain open for ninety days after the day of the Bid opening, but the Owner may, in his sole discretion, release any Bid and return the Bid Security prior to that date.

15.2 The contract shall commence upon its signing by all appropriate parties and shall remain in force for one construction season, or until December 1, 2011. The contract *may* be extended for an additional calendar year/construction season upon written agreement from both parties.

16. AWARD OF CONTRACT

16.1. Owner reserves the absolute right to reject any and all Bids, to waive any and all informalities and to negotiate contract terms with the Successful Bidder, and the right to disregard all nonconforming, non-responsive or conditional Bids. Discrepancies between the indicated sum of any column of figures and the correct sum thereof will be resolved in favor of the correct sum. However, if in the opinion of the Engineer, the conflict is a substantial one, then the Owner has the full right to consider the Contractor's Bid non-uniform and void and award the contract to another Bidder without the Engineer or Owner incurring any liability to the rejected Bidder.

16.2. In evaluating Bids, Owner and Engineer shall consider the qualifications of the Bidders, whether or not the Bids comply with the prescribed requirements and alternates and unit prices if requested in the Bid Forms and any other consideration the Owner or Engineer deems pertinent. Owner may accept alternates in any order or combination.

16.3. Owner and/or Engineer may consider the qualifications and experience of Subcontractors and

other person and organizations (including those who are to furnish the principal items of material or equipment) proposed for those portions of the Work as to which the identity of Subcontractors and other persons and organizations must be submitted as provided in Section 10 of Instructions to Bidders. Operating costs, maintenance considerations, performance data and guarantee of materials and equipment may also be considered by Owner and/or Engineer.

16.4. Owner and/or Engineer may conduct such investigations as they deem necessary to assist in the evaluations of any Bid and to establish the responsibility, qualifications, and financial ability of the Bidders, proposed Subcontractors and other persons and organizations to do the Work in accordance with the Contract Documents to Owner's satisfaction with the prescribed time.

16.5. Owner reserves the right to reject the Bid of any Bidder who does not pass any such evaluation to Owner's or Engineer's satisfaction.

16.6. If the contract is to be awarded, it will be awarded to the Bidder whose evaluation by Owner indicates to Owner that the award will be in the best interests of the Project.

16.7. If the contract is to be awarded, Owner will give the Successful Bidder a Notice of Award within ninety days after the day of the Bid opening.

17. PERFORMANCE AND OTHER BONDS

Paragraph 5.1 of the General Conditions sets forth Owner's requirements as to Performance and other Bonds. When the Successful Bidder delivers the executed Agreement to Owner, it shall be accompanied by the required Contract Security.

18. SIGNING OF AGREEMENT

When Owner gives a Notice of Award to the Successful Bidder, it will be accompanied by at least three unsigned counterparts of the Agreement and all other Contract Documents. Within ten days thereafter, Contractor shall sign and deliver at least three counterparts of the Agreement to the Owner with all other Contract Documents attached. Within fifteen days thereafter, Owner will deliver all fully signed counterparts to Contractor. Engineer will identify those portions of the Contract Documents not fully signed by Owner and Contractor and such identification shall be binding on all parties.

19.

20. These Instructions to Bidders are incorporated in the Contract and made part thereof.

SPECIAL INSTRUCTIONS TO BIDDERS

1. It is the intent of the Owner to do the areas identified in this document, however, the Owner reserves the right to delete said locations and to add other locations within the City of Lincoln Park.
2. In accordance with Article 11, Section 11.9 of the Contract Documents, no change in contract unit price will be required if the actual quantity of work is, in general, within Twenty-five percent (25%) of the quantity indicated in the Contract Documents.
3. If applicable, prior to the beginning of any work the successful bidder shall meet with city officials to discuss the maintenance of traffic during the work. The successful bidder will present his requests for complete or partial street closing areas to the city at the pre-construction meeting for approval. Decisions of the city on road closure will be final and no increase in bid unit prices will be considered as a result of the city's decision.
4. If any utility companies and/or governmental agencies require any fees for items such as plan review, inspection, permitting, testing, staking, etc., these fees shall be paid by the contractor, shall be included in the pay items of the contract, and at no additional cost to the city.
5. This project is to be funded through a Community Development Block Grant (CDBG) as well as with city funds. All work, however, is to comply with all Federal Regulations and the applicable Wage Decision. Refer to General Conditions - Article 19.
6. Locations for pavement sectioning & structure repair work on this project are as follows:
 - Cicotte, Porter to JA Papalas
 - Porter, Russell to College
 - Howard, N of Reo
7. Locations for structure repair work are generally indicated by address of adjacent buildings and are as follows:
 - 1813 & 1814 White
 - 1427 Richmond
 - 1531 Richmond
 - 2163 Richmond
 - NE corner, Ferris @ Southfield
 - 1592 Ferris
 - 1538 Philomene
 - White @ Abbott
 - 1380 Empire
 - 989 Winchester
 - 1592 Washington
 - 1608 Washington
 - 1080 Kaier
 - SE corner Lafayette @ Southfield
 - 1512 New York
 - Intersection New York @ Lafayette
 - 2157 New York
 - 1721 Riverbank
 - 1773 Riverbank
 - 2583 Porter
 - SW corner Moran @ Abbott
 - 4127 Howard
 - 1832 McLain

- 1309 College
- Outer Drive @ Vibra Hospital, east drive approach
- 1373 Russell
- 1527 Cleophus
- 2207 Fort Park
- 1339 Stewart
- 1358 Pagel
- 1336 Liberty
- 1729 Cleveland
- Champaign @ Lincoln Park H.S., 3 locations
- 2040 Reo
- SE corner Gohl @ Cloverlawn
- SW corner Gohl @ Cloverlawn
- E side Gohl S of Michigan
- W side Gohl N of Highland
- NW corner, Gohl @ Riverbank
- Alley W of Elliott, S of Southfield

The work identified above will be prioritized by the City of Lincoln Park Department of Public Services and given to the contractor at the pre-construction conference. The priority list will be based on the dollar value of the contract award, and will be necessary only if the lowest qualified bid exceeds the city's budgeted amount.

NOTE: A valid binding contract is not created until all parties execute underlying agreements.

BID BOND

KNOW ALL MEN BY THESE PRESENTS, that we, the undersigned,

_____ as Principal, and

_____ as Surety, are

hereby held and firmly bound unto _____

as owner in the penal sum of _____

for payment of which, well and truly to be made, we hereby jointly and severally bind ourselves, our

heirs, executors, administrators, successors and assigns.

Signed this _____ day of _____ 20 _____.

The Condition of the above obligation is such that whereas the Principal has submitted

to _____

a certain Bid, attached hereto and hereby made a part thereof to enter into a contract in writing for:

2011 CONCRETE PAVEMENT RESTORATION

NOW, THEREFORE,

- (a) If said Bid shall be rejected, or in the alternate,
- (b) If said Bid shall be accepted and the Principal shall execute and deliver a contract in the Form of Contract attached hereto (properly completed in accordance with said Bid) and shall furnish bonds for his faithful performance of said contract, and for the payment of all persons performing labor or furnishing materials in connecting therewith, and shall in all other respects perform the agreement created by the acceptance of said Bid,

then this obligation shall be void, otherwise the same shall remain in force and effect; it being expressly understood and agreed that the liability of the Surety for any and all claims hereunder shall, in no event, exceed the penal amount of this obligation as herein stated.

The surety, for value received, hereby stipulates and agrees that the obligations of said Surety and its bond shall be in no way impaired or affected by any extension of the time within which the owner may accept such Bid; and said Surety does hereby waive notice of any such extension.

IN WITNESS WHEREOF, the Principal and the Surety have hereunto set their hands and seals, and such of them as are corporations have caused their corporate seals to be hereto affixed and these presents to be signed by their proper officers, the day and year first set forth above.

(L.S.)

Principal

Surety

By: _____

IMPORTANT - Surety companies executing bonds must appear on the Treasury Department's most current list (Circular 570 as amended) and be authorized to transact business in the state where the project is located.

EXHIBIT A
PROPOSAL

FOR

2011 CONCRETE PAVEMENT RESTORATION

LINCOLN PARK, MICHIGAN

Bids will be Due on:

Friday, August 12, 2011, at 3:00 p.m. local time at the City Clerk's Office

Bids will be opened on:

Monday, August 15, 2011, at 7:30 p.m. local time at the City Council's Chamber

TO: Donna Breeding, City Clerk
City of Lincoln Park
1355 Southfield Road
Lincoln Park, Michigan 48146

Gentlemen: The undersigned has examined the plans, specifications, and locations of the above-described work and is fully informed as to the nature of the work and conditions relating to its performance and understands the quantities shown on the attached Itemized Bid Sheet are approximate only and are subject to either increases or decreases unless specifically mentioned otherwise in this Contract; the undersigned fully understands all the Contract Documents including but not limited to Article 5 (Bonds and Insurance) and Article 18 (Construction Follow Up) of the General Conditions.

The undersigned hereby proposes to furnish all necessary machinery, tools, equipment, and other means of construction to do all the work, furnish all materials, except as herein specified, and to complete the work in strict conformity with the requirements of the Proposal and Specifications, all at unit prices set forth in the Itemized Bid Sheet.

The undersigned further agrees, if awarded the contract, to deliver executed contract and bonds and furnish evidence of insurance within ten (10) days after the date of award.

The undersigned encloses a certified or cashiers check or bid bond in the amount of 5 percent of the bid payable to the order of the City of Lincoln Park of the County of Wayne, Michigan, as a guarantee of good faith and, if the contract is awarded to him, the undersigned agrees to forfeit as liquidated damages to the City of Lincoln Park, County of Wayne, Michigan, in the event of failure to enter into a contract and furnish satisfactory bonds to the City of Lincoln Park within ten (10) days after being notified of contract awarded.

Signed: _____ Address: _____

Firm Name: _____

Telephone: _____

_____ All erasures or alterations must be initialed by the bidder.

2011 CONCRETE PAVEMENT RESTORATION
LINCOLN PARK, MICHIGAN
ITEMIZED BID SHEET - TOTAL

ITEM	DESCRIPTION	ESTIMATED AMOUNT	UNIT	UNIT PRICE IN FIGURES	UNIT PRICE IN WORDS	AMOUNT
1	Remove & Replace 4" Concrete Sidewalk & Handicap Ramp	4,750	SQFT			
2	Remove & Replace 6" Concrete Drive Approach / Sidewalk	500	SQFT			
3	Remove & Replace 8" Concrete Pavement w/ Integral Curb & Gutter	49,000	SQFT			
4	Remove & Replace 9" Concrete Pavement w/ Integral Curb & Gutter	7,700	SQFT			
5	6" Compacted 21AA Subbase	7,700	SQFT			
6	Subgrade Undercutting (CIP)	1,500	CYD			
7	21A Stone Base (CIP)	2,000	TONS			
8	Remove & Replace 4 ft. Dia. Catch Basin Structures (greater or equal to 4 ft. depth)	27	EACH			
9	Partially Reconstruct 4 ft. Dia. Catch Basin Structures (2 ft. to 4 ft. depth)	23	EACH			
10	Repair / Adjust 4 ft. Dia. Catch Basin Structure (less than 2 ft. depth)	12	EACH			
11	Full Depth Sawcut	2,100	LFT			
12	Remove Existing Concrete Drive Approach	400	SQFT			

2011 CONCRETE PAVEMENT RESTORATION

LINCOLN PARK, MICHIGAN ITEMIZED BID SHEET - TOTAL

Page 1 of 2

ITEM	DESCRIPTION	ESTIMATED AMOUNT	UNIT	UNIT PRICE IN FIGURES	UNIT PRICE IN WORDS	AMOUNT
13	Casting Adjustment/Resetting (1 to 3 rows brick)	10	EACH			
14	Reconstruct 4 ft. Dia. Manhole / Gate Well Structure (3 ft. to 6 ft. depth)	20	EACH			
15	5/8" Hook Bolt & Anchor (Phillips "Red Heads or Approved Equal)	650	EACH			
16	Remove & Replace 12" C76-IV Storm Sewer	220	LFT			
17	Remove & Replace 8" SDR 23.5 HDPE Storm Sewer	160	LFT			
18	6" Dia. Perforated, Wrapped Edge Drain, Bedded in OGDC	900	LFT			
19	Horizontal Sawcut	150	LFT			
20	Restoration (3" Top Soil and Excelsior Mulch Blankets)	1	LSUM			
21	Traffic Maintenance & Control	1	LSUM			
22	Construction Follow-Up		DAYS	\$600.00	Six Hundred Dollars	

ITEMIZED BID SHEET – BID TOTAL:

\$ _____

2011 CONCRETE PAVEMENT RESTORATION

LINCOLN PARK, MICHIGAN

BIDDER'S NAME: _____
Print Name

BIDDER'S ADDRESS: _____
Street City State Zip Code

BIDDER'S PHONE/FAX NOS: _____
Phone Number Fax Number

BIDDER'S REPRESENTATIVE: _____
Print Name

BIDDER'S SIGNATURE: _____

DATE: _____

NOTE: *A valid binding contract is not created until all parties execute underlying agreements.*

PART II
FORMS

AGREEMENT

THIS AGREEMENT is dated as of the _____ day of _____

in the year 20____ by and between the **CITY OF LINCOLN PARK**

hereinafter called OWNER, and _____

hereinafter called CONTRACTOR. WHEREAS OWNER AND CONTRACTOR, in

consideration of the mutual covenants hereinafter set forth, agree as follows:

Article 1. WORK

CONTRACTOR shall complete all Work as specified or indicated in the Contract Documents. The Work is generally described as follows:

2011 CONCRETE PAVEMENT RESTORATION

Article 2. ENGINEER

The City of Lincoln Park, Director of Building and Engineering, which is hereinafter called ENGINEER, will have the right and authority assigned to ENGINEER in the Contract Documents in connection with completion of the Work in accordance with the Contract Documents.

Article 3. CONTRACT TIME

3.1. The Work shall be substantially completed within 45 days of the Notice to Proceed, as provided in Paragraph 2.3 of the General Conditions, and completed and ready for final payment in accordance with paragraph 14.13 of the General Conditions within 60 days of the Notice to Proceed.

3.2. Liquidated Damages. OWNER and CONTRACTOR recognize that time is of the essence of this Agreement and that OWNER will suffer financial loss if the Work is not substantially completed within the time specified in paragraph 3.1 above, plus any extensions thereof allowed in accordance with Article 12 of the General Conditions. They also recognize the delays, expense, and difficulties involved in providing in a legal or arbitration proceeding the actual loss suffered by OWNER if the Work is not substantially completed on time. Accordingly, instead of requiring any such proof, OWNER and CONTRACTOR agree that as liquidated damages for delay (but not as a penalty) CONTRACTOR shall pay OWNER, the City of LINCOLN PARK, \$1,000 (One Thousand Dollars) for each day that expires after the time specified in paragraph 3.1 for completion until the Work is completed.

Article 4. CONTRACT PRICE

Owner shall pay CONTRACTOR for performance of the Work in accordance with the Contract Documents in current funds as shown in Exhibit A - Proposal.

Article 5. PAYMENT PROCEDURES

CONTRACTOR shall submit Applications for Payment in accordance with Article 14 of the General Conditions. Applications for Payment will be processed by ENGINEER as provided in the General Conditions. CONTRACTOR is to use AIA Document G-702 for all Applications for Payment.

5.1. Progress Payments. OWNER shall make progress payments on account of the Contract Price on the basis on CONTRACTOR'S Applications for Payment as recommended by ENGINEER about 35 days after submittal of pay request by CONTRACTOR. Progress payments will be on the basis of the progress of the Work, the amount of which will be decided by the ENGINEER. Progress payments will be made in accordance with State Act 524.

5.2. Final Payment. Upon final completion and acceptance of the Work in accordance with paragraph 14.13 of the General Conditions, OWNER shall pay the remainder of the Contract Price as recommended by ENGINEER as provided in said paragraph 14.13.

Article 6. CONTRACTOR'S REPRESENTATIONS

In order to induce OWNER to enter into this Agreement, CONTRACTOR makes the following representations:

6.1. Whenever anywhere in these Contract Documents insurance is required, the name of the Owner and the name of its engineering consultant, if applicable, shall be added as additional names insured.

6.2. CONTRACTOR has fully and completely familiarized himself with the nature and extent of the Contract Documents, Work, locality, and with all local conditions and federal, state, and local laws, ordinances, rules and regulations that in any manner may affect cost, progress or performance of the Work.

6.3. CONTRACTOR has studied carefully all reports of investigation and tests of subsurface and latent physical conditions at the site or otherwise affecting cost, progress or performance of the Work which were relied upon by ENGINEER in the preparation of the Drawings and Specifications and which have been identified in the Supplementary Conditions.

6.4. CONTRACTOR has fully and completely made or caused to be made at CONTRACTOR'S expense, examinations, investigations, tests and studies of data, in addition to those referred to in paragraph 6.3 of the Agreement, including, but not limited to, subsurface conditions, soil and underground strength conditions, whether latent or not, and any underground utility structures or obstacles and any other data that may possibly be deemed pertinent to the performance of the Work at the Contract Price, within the Contract Time and in accordance with the other terms and conditions of the Contract Documents, and any additional examinations, investigations, tests, reports or similar data as will be required by CONTRACTOR's agent at CONTRACTOR's expense. Such work should be considered incidental to the Contract Price.

6.5. CONTRACTOR has correlated the results of all such observations, examinations, investigations, tests, reports, and data with the terms and conditions of the Contract Documents.

6.6. CONTRACTOR has given the ENGINEER written notice of all conflicts, errors, discrepancies that he has discovered in the Contract Documents and the written resolution thereof by the ENGINEER is acceptable to the CONTRACTOR.

6.7. The CONTRACTOR accepts all risk directly or indirectly connected with the performance of the Contract.

6.8. The CONTRACTOR warrants that he has not been influenced by an oral statement or promise of the OWNER or the ENGINEER, but only by the Contract Documents.

Article 7. CONTRACT DOCUMENTS

The Contract Documents which comprise the entire Agreement between OWNER and CONTRACTOR are attached to this Agreement, made a part thereof, and consist of the following:

- 7.1. This Agreement (pages 1 through 5 inclusive).
- 7.2. Exhibit A: Proposal and Itemized Bid Sheet.
- 7.3. All bonds identified as Exhibit B - Performance Bond, Exhibit C - Payment Bond, and Exhibit D - Maintenance and Guarantee Bond.
- 7.4. Notice of Award.
- 7.5. General Conditions.
- 7.6. Instructions to Bidders.
- 7.7. Special Provisions & Supplemental Specifications bearing the titles:

SPECIAL PROVISIONS & SUPPLEMENTAL SPECIFICATIONS

and consisting of ____ pages, as listed in the Table of Contents thereof.

7.8. Drawings numbered _____ inclusive each bearing the following general title:

2011 CONCRETE PAVEMENT RESTORATION

and Standard Drawings for: _____ numbered: _____

7.9. Addenda Numbers ____ to ____ Inclusive.

7.10. Contractor's Bid (pages ____ to ____ inclusive) marked Exhibit (attach bid form only in special circumstances).

7.11. Documentation submitted by CONTRACTOR prior to Notice of Award (pages ___ to ___ inclusive).

7.12. Any modification, including Change Orders, duly delivered after execution of Agreement.

There are no contract documents other than those listed above in Article 7 of this Agreement. The Contract Documents may only be altered, amended or repealed by a Modification (as defined in Section 1 of the General Conditions).

Article 8. MISCELLANEOUS

8.1. Terms used in this Agreement which are defined in Article 1 of the General Conditions shall have the meanings indicated in the General Conditions.

8.2. No assignment by the CONTRACTOR hereto of any rights under or interest in the Contract Documents will be binding on the OWNER hereto without the written consent of the part sought to be bound; and specifically any not be assigned without such consent (except to the extent that the effect of this restriction may be limited by law); and unless specifically stated to the contrary in any written consent to an agreement, no assignment will release or discharge the CONTRACTOR from any duty or responsibility under the Contract Documents.

8.3. OWNER and CONTRACTOR each binds himself, his partners, successors, assigns, and legal representatives to the other party hereto, his partners, successors, assigns, and legal representatives in respect to all covenants, agreements, and obligations contained in the Contract Documents.

Article 9. RESOLVING CONFLICTS

In resolving conflicts, errors, and discrepancies, the documents shall be given precedence in the following order: Agreement, Modification, Addenda, Supplementary Conditions, Instructions to Bidders, General Conditions, Special Provisions, Supplemental Specifications, Project Technical Specifications, Project Plan and Drawings, Standard Plans, Standard Specifications and Standard Notes. Figure dimensions on drawings shall govern over scale dimensions, and detailed drawings shall govern over general drawings.

IN WITNESS WHEREOF, the parties hereto have signed this Agreement in triplicate. One counterpart each has been delivered to OWNER, CONTRACTOR, and ENGINEER. All parties of the Contract Documents have been signed or identified by OWNER and CONTRACTOR or by ENGINEER or their behalf.

This Agreement will be effective on _____, 20__.

OWNER **CITY OF LINCOLN PARK**

CONTRACTOR _____

By: _____
(CORPORATE SEAL)

By: _____
(CORPORATE SEAL)

Attest _____

Attest _____

Attest _____

Attest _____

Address for giving notices:

Address for giving notices:

Telephone: _____

Telephone: _____

EXHIBIT B - PERFORMANCE BOND

KNOW ALL MEN BY THESE PRESENTS: that

(Name of Contractor)

(Address and Telephone Number of Contractor)

a _____,
(Corporation, Partnership, or Individual)

Hereinafter called Principal, and _____,
(Name of Surety)

(Address and Telephone Number of Surety)

hereinafter called Surety, are held and firmly bound unto:

(Name of Owner)

(Address and Telephone Number of Owner)

hereinafter called Owner, in the penal sum of _____ Dollars,
(\$_____) in lawful money of the United States, for the payment of which sum well and truly to be made, we bind ourselves, our heirs, executors, administrators and successors, jointly and severally, firmly by these presents.

THE CONDITION OF THIS OBLIGATION is such that whereas the Principal entered into a certain Contract with the Owner, dated the ____ day of ____, 20__, a copy of which is hereto attached and made a part hereof for the construction of:

2011 CONCRETE PAVEMENT RESTORATION

NOW THEREFORE, if the Principal shall well, truly and faithfully perform its duties, all the undertakings, covenants, terms, conditions and agreements of said Contract, including any change of Work which may be required by Owner, with or without notice to the Surety, during the original term thereof, any extensions thereof which may be granted by the Owner, with or without notice to the Surety, including any change of Work which may be required by Owner, with or without notice to the Surety, and if he shall satisfy all claims and demands incurred under such Contract, and shall fully indemnify and save harmless the Owner from all costs and damages which it may suffer by reason of failure to do so, and shall reimburse and repay the Owner all outlay and expense which the Owner may incur in making good any default, then this obligation shall be void; otherwise to remain in full force and effect.

PROVIDED, FURTHER, that the said surety, for value received hereby stipulates and agrees that no change, extension of time, alteration, or addition to the terms of the Contract or to work to be

performed thereunder or the specifications accompanying the same shall in any way affect its obligation on this bond, and it does hereby waive notice of any such change, extension of time, alteration or addition to the terms of the Contract or to the work or to the specifications.

PROVIDED, FURTHER, that no final settlement between the Owner and the Contractor shall abridge the right of any beneficiary hereunder, whose claim may be unsatisfied.

IN WITNESS WHEREOF, this instrument is executed in six (6) counterparts, each one of which shall be deemed an original, this the _____ day of _____, 20__.

ATTEST:

Principal

(Principal) Secretary

By: _____

(SEAL)

(Address)

(Witness as to Principal)

(Address)

(Telephone)

(Telephone)

Surety

ATTEST:

(Surety) Secretary

By: _____

Attorney-In-Fact

(SEAL)

(Address)

(Address)

(Telephone)

(Telephone)

NOTE: Date of Bond must not be prior to date of Contract. If Contractor is Partnership, all Partners should execute Bond.

EXHIBIT C - PAYMENT BOND

KNOW ALL MEN BY THESE PRESENTS: that

(Name of Contractor)

(Address and Telephone Number of Contractor)

a _____,
(Corporation, Partnership, or Individual)

Hereinafter called Principal, and _____,
(Name of Surety)

(Address and Telephone Number of Surety)

hereinafter called Surety, are held and firmly bound unto:

(Name of Owner)

(Address and Telephone Number of Owner)

hereinafter called Owner, in the penal sum of _____

Dollars, (\$ _____) in lawful money of the United States, for the payment of which sum well and truly to be made, we bind ourselves, our heirs, executors, administrators and successors, jointly and severally, firmly by these presents.

THE CONDITION OF THIS OBLIGATION is such that whereas the Principal entered into a certain Contract with the Owner, dated the _____ day of _____, 20____, a copy of which is hereto attached and made a part hereof for the construction of:

2011 CONCRETE PAVEMENT RESTORATION

NOW THEREFORE, if the Principal shall promptly make payment to all persons, firms, subcontractors, and corporations furnishing materials for or performing labor in the prosecution of the work provided for in such contract, and any authorized extensions or modification thereof, including all amounts due for materials, lubricants, oil, gasoline, coal and coke, repairs on machinery, equipment and tools, consumed or used in connection with the construction of such work, and all insurance premiums on said work, and for all labor, performed in such work whether by subcontractor or otherwise, then this obligation shall be void; otherwise to remain in full force and effect.

PROVIDED, FURTHER, that the said surety, for value received hereby stipulates and agrees that no change, extension of time, alteration, or addition to the terms of the Contract or to work to be performed thereunder or the specifications accompanying the same shall in any way affect its obligation on this bond, and it does hereby waive notice of any such change, extension of time, alteration or addition to the terms of the Contract or to the work or to the specifications.

PROVIDED, FURTHER, that no final settlement between the Owner and the Contractor shall abridge the right of any beneficiary hereunder, whose claim may be unsatisfied.

IN WITNESS WHEREOF, this instrument is executed in six (6) counterparts, each one of which shall be deemed an original, this the _____ day of _____, 20_____.

ATTEST:

Principal _____

(Principal) Secretary

By: _____

(SEAL)

(Address)

(Witness as to Principal)

(Address)

(Surety)

ATTEST:

(Surety) Secretary

By: Attorney-In-Fact

(SEAL)

(Address)

(Address)

(Telephone)

(Telephone)

NOTE: Date of Bond must not be prior to date of Contract. If Contractor is Partnership, all Partners should execute Bond.

EXHIBIT D

MAINTENANCE AND GUARANTEE BOND

KNOW ALL MEN BY THESE PRESENTS: that

_____, Contractor, as Principal, and

_____, as Surety,

are held and firmly bound into the _____

HEREINAFTER CALL THE Owner, in the sum of

_____ Dollars

(\$_____) good and lawful money of the United States of America, to be paid to said Owner, its legal representatives and assigns, for which payment well and truly to be made, we bind ourselves, our heirs, executors, administrators, successors and assigns, and each and every one of them jointly and severally firmly by these presents.

WHEREAS, the above named Principal has entered into a certain written Contract with the Owner, dated the _____ day of _____ A.D., 20____, for construction of work entitled:

2011 CONCRETE PAVEMENT RESTORATION

(hereinafter called the Contract). Which Contract and Specifications for said Work shall be deemed a part herein as fully as if set out herein.

NOW, THEREFORE, THE CONDITIONS OF THIS OBLIGATION ARE SUCH, that by and under said Contractor, the above named Principal has agreed with the Owner that for a period of two years from the date of payment of Final Estimate to keep in good order and repair any defect in all the work done under said Contract either by the Principal or his Subcontractor, or his material suppliers, that may develop during said period due to improper materials, defective equipment, workmanship or arrangements, and any other work affected in making good such imperfections, shall also be made good, all without expense to the Owner and that whenever directed so to do by the Owner by notice served in writing, either personally or by mail on the Principal at:

OR
legal representatives, or successors, or on the Surety at:

will proceed at once to make such repairs as directed by said OWNER and in case of failure to do so within one week from the date of service of such notice, or within reasonable time not less than one week, as shall be fixed in said notice, then the OWNER shall have the right to purchase such materials and employ such labor and equipment as may be necessary for the purpose, and to undertake, do and make such repairs, and charge the expense thereof to, and receive same from said Principal or Surety. If any repair is necessary to be made at once to protect life and property, then and in that case, the OWNER may take immediate steps to repair or barricade such defects without notice to the Contractor. In above accounting the OWNER shall not be held to obtain the lowest figures for the doing of the work, or any part thereof, but all sums actually paid therefore shall be charged to the Principal or Surety. In this connection, the judgment of the OWNER or ENGINEER is final and conclusive. If the said Principal for a period of two (2) years from the date of payment of Final Estimate shall keep said work so constructed under said Contract in good order and repair and shall whenever notice is given as hereinbefore specified, at once proceed to make repair as in said notice directed, or shall reimburse said OWNER for any expense incurred by making such repairs, should the Principal or Surety fail to do as hereinbefore specified, and shall fully indemnify, defend and save harmless the OWNER from all suits and actions for damages of every name and description brought or claimed against it for or on account of any injury or damage to person or property received or sustained by any party or parties by or from any of the acts or omissions or through the negligence of said Principal, servants, agents, or employees, in the prosecution of the work included in said Contract, then the above obligation shall be void, otherwise to remain in full force and effect. The Engineer's opinion as to whether the work performed is in good order and repair should be final.

IN WITNESS WHEREOF, the parties hereto have caused this instrument to be executed by their respective authorized officers this _____

day of _____ A.D., 20 _____.

Signed, Sealed and Delivered
in the Presence of:

Principal (Seal)

Surety (Seal)

CONTRACTOR'S AFFIDAVIT

Current Estimate

STATE OF _____

COUNTY OF _____

The undersigned, _____,
Hereinafter called the Contractor, hereby represents that on _____,
_____ he/it was awarded a Contract by

hereinafter called the Owner, to _____,

in accordance with the terms and conditions of Contract No. _____; and the undersigned further represent that all progress payments heretofore received from the Owner on account of the Work have been applied by the Contractor to discharge in full all of the Contractor's obligations incurred in connection with the Work by all prior estimates.

This affidavit is freely and voluntarily given with full knowledge of the facts, on this
_____ day of _____ A.D., 20_____.

Contractor

By _____

Title

Subscribed and sworn to before me this _____ day of _____,
in the year of our Lord, 20_____.

Notary Public

My Commission _____ expires _____ on:

CONTRACTOR'S AFFIDAVIT
Final Estimate

STATE OF _____

COUNTY OF _____

The undersigned, _____ hereby represents
that on _____, he/it was awarded a Contract by
_____, hereinafter called the Owner, to

in accordance with the terms and conditions of Contract No. _____; and the undersigned further represent that the subject work has now been accomplished, and the said Contract has now been completed.

The undersigned hereby warrants and certifies that all of his (its) indebtedness arising by reason of the said Contract has been fully paid or satisfactorily secured; and that all claims from subcontractors and others for labor and material used in accomplishing said project, as well as all other claims arising from the performance of the said Contract, have been fully paid or satisfactorily settled. The undersigned further agrees that, if any such claim should hereafter arise, he (it) shall assume responsibility for the same immediately upon request to do so by the Owner.

The undersigned, for a valuable consideration, the receipt of which is hereby acknowledged, does further hereby waive, release, and relinquish any and all claims or right of lien which the undersigned has or may hereafter acquire upon the subject premises for labor and material used in accomplishing said project owned by the Owner.

This affidavit is freely and voluntarily given with full knowledge of the facts, on this _____ day of _____ A.D., 20_____.

Contractor

By _____

Title

Subscribed and sworn to before me this _____ day of _____,
in the year of our Lord, 20_____.

Notary Public
My Commission expires on: _____

CONTRACTOR'S AFFIDAVIT

Construction Materials

STATE OF _____

COUNTY OF _____

The undersigned, _____,
Hereinafter called the Contractor, hereby represents that on _____,
_____ he/it was awarded a Contract by

hereinafter called the Owner, to _____,

in accordance with the terms and conditions of Contract; and the undersigned further represent that all materials used and installed on the project were received by a certified manufacturer's supplier and was installed per all applicable manufacturer's recommendations.

This affidavit is freely and voluntarily given with full knowledge of the facts, on this
_____ day of _____ A.D., 20_____.

Contractor

By _____

Title

Subscribed and sworn to before me this _____ day of _____,
in the year of our Lord, 20_____.

Notary Public
My Commission expires on: _____

PART III

CONDITIONS OF THE CONTRACT

GENERAL CONDITIONS

ARTICLE 1: DEFINITIONS

Whenever used in these General Conditions or in the other Contract Documents, the following terms have the meanings indicated which are applicable to both the singular and plural thereof:

Addenda: Written or graphic instruments issued prior to the opening of Bids which clarify, correct, or change the bidding documents or the Contract Documents.

Agreement: The written agreement between **OWNER** and **CONTRACTOR** covering the Work to be performed; other Contract Documents are attached to the Agreement and made a part thereof as provided therein.

Application for Payment: The form which is to be used by **CONTRACTOR** in requesting progress or final payment and which is to include such supporting documentation as is required by the Contract Documents.

Bid: The offer or proposal of the Bidder submitted on the prescribed form setting forth the prices for the Work to be performed.

Bonds: Bid, performance and payment bonds and other instruments of security submitted on forms as required by Contract Documents.

Change Order: A written order to **CONTRACTOR** signed by **OWNER** authorizing an addition, deletion or revision in the Work, or an adjustment in the Contract Price or the Contract Time issued after the effective date of the Agreement.

Contract Documents: The Agreement, Addenda (which pertain to the Contract Documents), **CONTRACTOR**'s Bid (including documentation accompanying the Bid and any post-Bid documentation submitted prior to the Notice of Award) when attached as an exhibit to the Agreement, the Bonds, these General Conditions, the Supplementary Conditions, the Specifications, the Drawings as the same are more specifically identified in the Agreement, together with all Modifications issued after the execution of the Agreement and the Instructions to Bidders.

Contract Price: The moneys payable by **OWNER** to **CONTRACTOR** under the Contract Documents as stated in the Agreement.

Contract Time: The number of calendar days (computed as provided in paragraph 17.2) of the date stated in the Agreement for the completion of the Work.

CONTRACTOR: The person, firm, or corporation with whom **OWNER** has entered into the Agreement.

day: A calendar day of twenty-four hours measured from midnight to the next midnight.

defective: An adjective which when modifying the word Work refers to Work that is unsatisfactory, faulty or deficient, or does not conform to the Contract Documents or does not meet the requirements of any inspection, test, or approval referred to in the Contract Documents, or has been damaged prior to **ENGINEER**'s recommendation of final payment.

Drawings: The drawings which show the character and scope of the Work to be performed and are referred to in the Contract Documents.

effective date of Agreement: The date indicated in the Agreement on which it becomes effective; but if no such date is indicated, it means the date on which the Agreement is signed and delivered by the last of the two parties to sign and deliver.

ENGINEER: The person, firm, or corporation named as such in the Agreement.

General Requirements: Section of Division 1 of the Specifications.

Modification: (a) A written amendment of the Contract Documents signed by both parties, (b) a Change Order. A modification may only be issued after the effective date of the Agreement.

Notice of Award: The written notice by **OWNER** to the apparent successful Bidder stating that upon compliance by the apparent successful Bidder with the conditions precedent enumerated therein, within the time specified **OWNER** will sign and deliver the Agreement.

OWNER: The public body or authority, corporation, association, partnership, or individual with whom **CONTRACTOR** has entered into the Agreement and for whom the Work is to be provided.

Project: The total construction of which the Work to be provided under the Contract Documents may be the whole or a part as indicated elsewhere in the Contract Documents.

Shop Drawings: All Drawings, diagrams, illustrations, schedules, and other data which are specifically prepared by **CONTRACTOR**, a Subcontractor, manufacturer, fabricator, supplier, or distributor to illustrate some portion of the Work and all illustrations, brochures, standard schedules, performance charts, instructions, diagrams, and other information prepared by a manufacturer, fabricator, supplier, or distributor and submitted by **CONTRACTOR** to illustrate material or equipment for some portion of the Work.

Specifications: Those portions of the Contract Documents consisting of written technical descriptions of materials, equipment, construction systems, standards and workmanship as applied to the Work and certain administrative details applicable thereto.

Subcontractor: An individual, firm, or corporation having a direct contract with **CONTRACTOR** or with any other Subcontractor for the performance of a part of the Work at the site.

Substantial Completion: The Work (or a specified part thereof) has progressed to the point where it is sufficiently complete, in accordance with the Contract Documents, so that the Work (or specified part) can be utilized for the purpose for which it was intended; or if there be no such point established, when final payment is due in accordance with paragraph 14.13. The terms "substantially complete" and "substantially completed" as applied to any Work refer to Substantial Completion thereof.

Work: The entire completed construction or the various separately identifiable parts thereof required to be furnished under the Contract Documents. Work is the result of performing services, furnishing labor, and furnishing and incorporating materials and equipment into the construction, all as required by the Contract Documents.

GENERAL CONDITIONS

ARTICLE 2: PRELIMINARY MATTERS

DELIVERY OF BONDS

2.1. When **CONTRACTOR** delivers the executed Agreements to **OWNER**, **CONTRACTOR** may be required to furnish in accordance with paragraph 5.1.

COPIES OF DOCUMENTS

2.2. **OWNER** shall furnish to **CONTRACTOR** up to five copies (unless otherwise specified in the General Requirements) of the Contract Documents as are reasonably necessary for the execution of the Work. Additional copies will be furnished, upon request, at the cost of reproduction.

COMMENCEMENT OF CONTRACT TIME: NOTICE TO PROCEED

2.3. The Contract Time will be presumed to commence to run on the first day after the effective date of the Notice to Proceed.

2.4. Blank

STARTING THE PROJECT

2.5. **CONTRACTOR** shall start to perform the Work on the date when the Contract Time commences to run, but no Work shall be done at the site prior to the date on which the Contract Time commences to run.

BEFORE STARTING CONSTRUCTION

2.6. Before undertaking each part of the Work, **CONTRACTOR** shall carefully study and compare the Contract Documents and check and verify pertinent figures shown thereon and all applicable field measurements. **CONTRACTOR** shall promptly report in writing to **ENGINEER** any conflict, error or discrepancy which **CONTRACTOR** may discover; however, **CONTRACTOR** shall not be liable to **OWNER** or **ENGINEER** for failure to report any conflict, error or discrepancy in the Drawings and Specifications, unless **CONTRACTOR** had actual knowledge thereof or should reasonable have know thereof.

2.7. Blank

2.8. Before Work at the site is started, **CONTRACTOR** shall deliver to **OWNER** certificates (and other evidence of insurance requested by **OWNER**) which **CONTRACTOR** is required to purchase and maintain in accordance with paragraphs 5.3. and 5.4.

PRECONSTRUCTION CONFERENCE

2.9. Within five (5) days after the effective date of the Agreement, but before the issuance of the Notice to Proceed and the **CONTRACTOR** starts the Work at the site, a conference will be held for review and acceptance of the schedules to establish procedures for handling Shop Drawings and other submittals and for processing Applications for Payment and to establish a working understanding among the parties as to the Work.

GENERAL CONDITIONS

ARTICLE 3: CONTRACT DOCUMENTS: INTENT AND REUSE

INTENT

3.1. The Contract Documents comprise the entire Agreement between **OWNER** and **CONTRACTOR** concerning the Work. They may be altered only by a modification.

3.2. The Contract Documents are complementary; what is called for by one is as binding as if called for by all. If during the performance of the Work, **CONTRACTOR** finds a conflict, error or discrepancy in the Contract Documents, he shall report it to **ENGINEER** in writing at once and before proceeding with the Work affected thereby; however, **CONTRACTOR** shall not be liable to **OWNER** or **ENGINEER** for failure to report any conflict, error or discrepancy in the Specifications or Drawings unless **CONTRACTOR** has actual knowledge thereof or should reasonably have known thereof.

3.3. It is the intent of the Specifications and Drawings to describe a complete Project (or part thereof) to be constructed in accordance with the Contract Documents. Any Work that may reasonably be inferred from the Specifications or Drawings as being required to produce the intended result shall be applied whether or not it is specifically called for. When words which have a well-known technical or trade meaning are used to describe Work, materials or equipment, such words shall be interpreted in accordance with such meaning. Reference to standard Specifications, manuals or codes of any technical society, organization or association, or to the code of any governmental authority, whether such reference be specific or by implication, shall mean the latest standard specification, manual or code in effect at the time of opening of Bids (or on the effective date of the Agreement if there were no Bids), except as may be otherwise specifically stated. However, no provision of any referenced standard specification, manual or code (whether or not specifically incorporated by reference in the Contract Documents) shall change the duties and responsibilities of **OWNER**, **CONTRACTOR** or **ENGINEER**, or any of their agents or employees from those set forth in the Contract Documents.

3.4. The Contract Documents will be governed by the law of the place of the Project.

REUSE OF DOCUMENTS

3.5. Neither **CONTRACTOR** nor any Subcontractor, manufacturer, fabricator, supplier or distributor shall have or acquire any title to or ownership rights in any of the Drawings, Specifications, or other documents (or copies of any thereof) prepared by or bearing the seal or logo of **ENGINEER**; and they shall not reuse any of them or part thereof on extensions of the Project or any other project without the written consent of **OWNER** and **ENGINEER** and specific written verification or adaptation by **ENGINEER**.

GENERAL CONDITIONS

ARTICLE 4: AVAILABILITY OF LANDS; PHYSICAL CONDITIONS; REFERENCE POINTS

AVAILABILITY OF LANDS

4.1. **CONTRACTOR** shall arrange for all lands and access thereto that may be required for temporary construction facilities or storage of materials and equipment.

PHYSICAL CONDITIONS - INVESTIGATIONS AND REPORTS

4.2. Reports of investigations and tests of subsurface and latent physical conditions at the site or otherwise affecting cost, progress or performance of the Work which have been relied upon by **ENGINEER** in preparation of the Drawings and Specifications - are not guaranteed as to accuracy or completeness and are not part of the Contract Documents.

UNFORESEEN PHYSICAL CONDITIONS

4.3. By signing the contract, the **CONTRACTOR** has represented that he has fully and completely made or caused to be made at **CONTRACTOR**'s expense examinations, investigations, tests, and studies of data in addition to those referred to in paragraph 6.2. of the Agreement, including but not limited to subsurface conditions, soil and underground strength conditions, whether latent or not, and any underground utility, structure or obstacle and any other data that may possibly be deemed pertinent to the performance of the Work at the Contract Price, within the Contract Time, and in accordance with the other terms and conditions of the Contract Documents; and any additional examinations, investigations, tests, reports or similar data as will be required by **CONTRACTOR** for such purposes will be performed by **CONTRACTOR** or **CONTRACTOR**'s agent at **CONTRACTOR**'s expense. Such work should be considered incidental to Contract Price.

REFERENCE POINTS

4.4. **OWNER** shall provide engineering surveys for construction to establish reference points which in his judgement are necessary to enable **CONTRACTOR** to proceed with the Work. **CONTRACTOR** shall be responsible for laying out the Work (unless otherwise specified in the General Requirements), shall protect and preserve the established reference points, and shall make no changes or relocations without the prior written approval of **OWNER**. **CONTRACTOR** shall report to **ENGINEER** wherever any reference point is lost or destroyed or requires relocation because of necessary changes in grades or locations and shall be charged for replacement or relocation of such reference points by the **ENGINEER**, such changes being deducted from **CONTRACTOR**'s payment estimate.

GENERAL CONDITIONS

ARTICLE 5: BONDS AND INSURANCE

PERFORMANCE AND OTHER BONDS

5.1. **CONTRACTOR** shall furnish performance, payment, and maintenance and guarantee Bonds, each in an amount at least equal to the Contract Price, as security for the faithful performance and payment of all **CONTRACTOR**'s obligations under the Contract Documents. These Bonds shall remain in effect at least until one year after the date of final payment. **CONTRACTOR** shall also furnish such Bonds as are required in this Article. All Bonds shall be in the forms prescribed by the bidding documents in the state where the Project is located. All Bonds signed by an agent must be accompanied by a certified copy of the authority to act.

5.1.1. The insurance and Bonds required herein may be increased after award of Project is said increase if found reasonably necessary or required for the proper performance of the Project. Said increase shall be at the **CONTRACTOR**'s expense.

5.1.2. The **CONTRACTOR** is under a continued obligation to submit insurance and Bonds as required herein. If at any time prior to final acceptance the **OWNER** discovers that any insurance or Bonds required herein were either not submitted by **CONTRACTOR** or not submitted in full compliance with the Contract Documents, then the **OWNER** has the option to require the **CONTRACTOR** to submit insurance and Bonds as required in the contract. In case of failure of **CONTRACTOR** to submit such bonds or insurance, the **OWNER** may elect any remedy that may reasonably protect the **OWNER**'s interest. However, the originally submitted Bonds and insurance would continue to have full effect and force.

5.1.3. All Bonds shall be in the forms prescribed by the bidding documents or Supplementary General Conditions and be executed by such Sureties as (I) are licensed to conduct business in the state where the Project is located, and (ii) are named in the current list of "Companies Holding Certificates of Authority as Acceptable Sureties on Federal Bonds and as Acceptable Sureties on Federal Bonds and as Acceptable Reinsuring Companies" as published in Circular 570 (amended) by the Audit Staff Bureau of Accounts, U.S. Treasury Department. All Bonds signed by an agent must be accompanied by a certified copy of the authority to act.

5.2. If the Surety on any Bond furnished by **CONTRACTOR** is declared a bankrupt or becomes insolvent or its right to do business is terminated in any state where any part of the Project is located or it ceases to meet the requirements of paragraph 5.1., **CONTRACTOR** shall within five days thereafter substitute another Bond and Surety, both of which shall be acceptable to the **OWNER**.

CONTRACTOR'S LIABILITY INSURANCE

5.3. The insurance certificates required herein form a part of this Contract and until such required certificates are delivered to **OWNER** and approved by the **OWNER** and **ENGINEER** no valid Contract shall exist between the parties hereto. **IT IS ABSOLUTELY NECESSARY THAT ALL CERTIFICATES BE APPROVED BY THE CORPORATION COUNSEL BEFORE ANY WORK IS STARTED PURSUANT TO THIS CONTRACT.**

CONTRACTOR shall purchase and maintain such comprehensive general liability and other insurance as will provide protection from claims set forth below which may arise out of or result from **CONTRACTOR**'s performance of the Work and **CONTRACTOR**'s other obligations under the Contract

Documents, whether such performance is by **CONTRACTOR**, by any Subcontractors, by anyone directly or indirectly employed by any of them, or by anyone for whose acts any of them may be liable.

THE CONTRACTOR SHALL FURNISH THREE CERTIFIED COPIES OF ALL CERTIFICATES OF INSURANCE POLICIES REQUESTED HEREIN. The OWNER and ENGINEER shall be names insured on each and every insurance policy required herein. The CONTRACTOR must furnish certificates for the following insurance:

5.3.1. Claims under workers' or workmen's compensation, disability benefits, and other similar employee benefit acts:

- | | |
|--------------------------|-----------|
| (1) State | Statutory |
| (2) Employer's Liability | Statutory |

5.3.2. Claims for damages because of bodily injury, occupational sickness or disease, or death of **CONTRACTOR's** employees:

- | | |
|--------------------------|-----------|
| (1) State | Statutory |
| (2) Employer's Liability | Statutory |

(1) Bodily Injury:

- | | |
|-------------|---|
| \$1,000,000 | Each Occurrence |
| \$1,000,000 | Annual Aggregate, Products and Completed Operations |

(2) Property Damage:

- | | |
|-------------|------------------|
| \$1,000,000 | Each Occurrence |
| \$1,000,000 | Annual Aggregate |

(3) Property Damage Liability Insurance will provide Explosion, Collapse and Underground Coverage where Applicable.

(4) Personal Injury, with employment exclusion deleted:

- | | |
|-------------|------------------|
| \$1,000,000 | Annual Aggregate |
|-------------|------------------|

This insurance required by this paragraph 5.3. shall include the specific coverage and be written for not less than the limits of liability and coverage's provided herein or in the Supplementary Condition, or required by law, whichever is greater. The comprehensive general liability insurance shall include completed operations insurance. All such insurance shall contain a provision that the coverage afforded will not be canceled, materially changed, or renewal refused until at least thirty days' prior written notice has been given to **OWNER and ENGINEER**. All such insurance shall remain in effect until final payment and at all times thereafter when **CONTRACTOR** may be correcting, removing or replacing defective Work in accordance with paragraph 13.12. In addition, **CONTRACTOR** shall maintain such completed operations insurance for at least two years after final payment and furnish **OWNER and ENGINEER** with evidence of continuation of such insurance at final payment and one year thereafter.

5.4. The comprehensive general liability insurance required to paragraph 5.3 will include contractual liability insurance applicable to **CONTRACTOR's** obligations under paragraph 6.30 and 6.31.

OWNER'S AND CONTRACTOR'S PROTECTIVE LIABILITY INSURANCE

5.5. The **CONTRACTOR** shall maintain during the life of this contract Owner's and Contractor's Protective Liability Coverage in the name of:

- (1) The **OWNER**
- (2) The **ENGINEER**
- (3) Others, if specifically required by special permission in the Contract Documents.

This coverage shall include the entire Work. The **CONTRACTOR** shall furnish a Certificate of Insurance certifying that his Owner's and Contractor's Protective Liability Insurance includes all Subcontractors engaged in the Work. The Owner's and Contractor's Protective Liability Coverage shall contain the following endorsement:

"It is hereby understood and agreed that such insurance as is afforded shall include specific coverage for the so-called Explosion, Collapse and Underground Hazards, which covers damage, or structural injury to buildings or adjacent structures arising from operations under this Contract, including excavation or tunneling and damage sustained by wires, conduits, mains, sewers, and the like, occasioned by the Contractor's sub-surface operations."

The minimum limits of liability for all coverage's in the above shall be as follows, unless specifically required by special provision in the Specifications:

(1) Bodily Injury Liability:

\$1,000,000	Each Person
\$1,000,000	Each Occurrence
\$1,000,000	Aggregate

(2) Property Damage Liability:

\$1,000,000	Each Occurrence
\$1,000,000	Aggregate (except Auto)

In the event that an Umbrella Liability Policy is used to meet the limit requirements of the Specifications, the total limits available under the underlying coverage and the umbrella coverage shall not be less than \$1,000,000.

PROPERTY INSURANCE

5.6. Unless otherwise provided in these General Conditions, **CONTRACTOR** shall purchase and maintain property insurance upon the Work at the site to the full insurable value thereof (subject to such deductible amounts as required by law). This insurance shall include the interests of **OWNER, ENGINEER, CONTRACTOR**, and Subcontractor in the Work, shall insure against the perils of fire and extended coverage, shall include "all risk" insurance for physical loss and damage, including theft, vandalism, and malicious mischief, collapse and water damage, and such other perils as may be provided in these General Condition, and shall include damages, losses and expenses arising out of or replacement of any insured loss or incurred in the repair or replacement of any property (including fees and charges of engineers, architects, attorneys, and other professionals). If not covered under the "all risk" insurance or otherwise provided in the Supplementary Conditions, **CONTRACTOR** shall purchase and maintain similar property insurance in transit when such portions of the Work are to be included in an Application for Payment. The policies of insurance required to be purchased and maintained by **CONTRACTOR** in accordance with paragraphs 5.6 and 5.7 shall contain a provision that the coverage afforded will no be canceled or materially changed until at least thirty days' prior written notice has been given to the **OWNER** and **ENGINEER**.

5.7. Blank.

5.8. **OWNER** shall not be responsible for purchasing and maintaining any property insurance to protect the interests of **CONTRACTOR** or Subcontractors in the Work to the extent of any deductible amounts that are provided in this contract. If **CONTRACTOR** wishes property insurance coverage within the limits of such amounts, **CONTRACTOR** may purchase and maintain it at his own expense.

5.9. Blank.

WAIVER OF RIGHTS

5.10. **OWNER** and **CONTRACTOR** waive all right against each other and the Subcontractor and their agents and employees and against **ENGINEER** and separate contractors (if any) and their Subcontractor's agents and employees for damages caused by fire or other perils to the extent covered by insurance provided under paragraph 5.6 or any other property insurance applicable to the Work, except such rights as they may have to the proceeds of such insurance held by **OWNER** as trustee. **CONTRACTOR** shall require similar written waivers from each Subcontractor (in accordance with paragraph 6.11 as applicable); each such waiver will be in favor of all other parties enumerated in this paragraph 5.10.

RECEIPT AND APPLICATION OF PROCEEDS

5.11. Any insured loss under the policies of insurance required by paragraph 5.6 shall be adjusted with **OWNER** and made payable to **OWNER** as trustee for the insured, as their interests may appear, subject to the requirements of any applicable mortgage clause and of paragraph 5.12. **OWNER** shall deposit in a separate account any money so received, and he shall distribute it in accordance with such agreement as the parties in interest may reach. If no other special agreement is reached, the damaged Work shall be repaired or replaced, the moneys so received applied on account thereof, and the Work and the cost thereof covered by an appropriate Change Order.

5.12. **OWNER** as trustee shall have power to adjust and settle any loss with the insurers unless one of the parties in interest shall object in writing within fifteen days after the occurrence of loss to **OWNER**'s exercise of this power. If such objection is made, **OWNER** as trustee shall make settlement with the insurers in accordance with such agreements as the parties in interest may reach. If required in writing by any party in interest, **OWNER** as trustee shall upon occurrence of an insured loss give bond for the proper performance of his duties.

ACCEPTANCE OF INSURANCE

5.13. If **OWNER** has any objection to the coverage afforded by or other provisions of the insurance required to be purchased and maintained by **CONTRACTOR** in accordance with paragraph 5.3 and 5.4 on the basis of its not complying with the Contract Documents, **OWNER** will notify the **CONTRACTOR** in writing thereof within thirty days of the date of delivery of such certificates to **OWNER** in accordance with paragraph 2.7.

PARTIAL UTILIZATION - PROPERTY INSURANCE

5.14. If **OWNER** finds it necessary to occupy or use a portion or portions of the Work prior to Substantial Completion of all Work, such use or occupancy may be accomplished in accordance with paragraph 14.10; provided that no such use or occupancy shall commence before the insurers providing the property insurance have acknowledged notice thereof and in writing effected the changes in coverage necessary thereby. The insurers provided the property insurance shall consent by endorsement on the policy or policies, but the property insurance shall not be canceled or lapse on account of any such partial use or occupancy.

QUALIFICATIONS OF INSURERS

5.15. In order to determine financial strength and reputation of insurance carriers, all companies providing the coverage's required shall be licensed or approved by the Insurance Bureau of the State of Michigan and

shall have a financial rating not lower than XI and a policyholder's service rating no lower than B+ as listed in A.M. Best's Key Rating Guide, current edition. Companies with ratings lower than B=:XI will be acceptable only upon written consent of the **OWNER**.

GENERAL CONDITIONS

ARTICLE 6: CONTRACTOR'S RESPONSIBILITIES

SUPERVISION AND SUPERINTENDENTS

6.1. **CONTRACTOR** shall supervise and direct the Work competently and efficiently, devoting such attention thereto and applying such skills and expertise as may be necessary to perform the Work in accordance with the Contract Documents. **CONTRACTOR** shall be solely responsible for the means, methods, techniques, sequences, and procedures of construction. **CONTRACTOR** shall be responsible to see that the finished Work complies accurately with the Contract Documents.

6.2. **CONTRACTOR** shall keep on the Work at all times during its progress a competent resident superintendent who shall not be replaced without written notice to **OWNER** and **ENGINEER** except under extraordinary circumstances. The superintendent will be **CONTRACTOR**'s representative at the site and shall have authority to act on behalf of **CONTRACTOR**. All communications given to the superintendent shall be as binding as if given to **CONTRACTOR**.

LABOR, MATERIALS, AND EQUIPMENT

6.3. **CONTRACTOR** shall provide competent, suitably qualified personnel to survey and lay out the Work and perform construction as required by the Contract Documents. **CONTRACTOR** shall at all times maintain good discipline and order at the site. Except in connection with the safety or protection of persons or the Work or property at the site or adjacent thereto, and except as otherwise indicated herein, all Work at the site shall be performed during regular working hours, and **CONTRACTOR** will not permit overtime work or the performance of Work on Saturday, Sunday, or any legal holiday without **OWNER**'s consent.

6.4. **CONTRACTOR** shall furnish all materials, equipment, labor, transportation, construction equipment and machinery, tools, appliances, fuel, power, light, heat, telephone, water and sanitary facilities, and all other facilities and incidentals necessary for the execution, testing, initial operation, and completion of the Work.

6.5. All materials and equipment shall be of good quality and new, except as otherwise provided in the Contract Documents. If required by **OWNER**, **CONTRACTOR** shall furnish satisfactory evidence (including reports of required tests) as to the kind and quality of materials and equipment.

6.6. All materials and equipment shall be applied, installed, connected, erected, used, cleaned and conditioned in accordance with the instructions of the applicable manufacturer, fabricator, supplier or distributor, except as otherwise provided in the Contract Documents.

EQUIVALENT MATERIALS AND EQUIPMENT

6.7. Whenever materials or equipment are specified or described in the Drawings or Specifications by using the name of a proprietary item or the name of a particular manufacturer, fabricator, supplier, or distributor, the naming of the item is intended to establish the type, function, and quality required. Unless the name is followed by words indicating that no substitution is permitted, materials or equipment of other manufacturers, fabricators, suppliers, or distributors may be accepted by **OWNER** if sufficient information is submitted by **CONTRACTOR** to allow **OWNER** to determine that the material or equipment proposed is equivalent to that named. The procedure for review will be as set forth in paragraphs 6.7.1 and 6.7.2 below as supplemented in the General Requirements.

6.7.1. Requests for review of substitute items of material and equipment will not be accepted by **OWNER** and **ENGINEER** from anyone other than **CONTRACTOR**. If **CONTRACTOR** wishes to furnish or use a substitute item of material or equipment,

CONTRACTOR shall make written application to **OWNER** through the **ENGINEER** for acceptance thereof, certifying that the proposed substitute will perform adequately the functions called for by the general design, be similar and of equal substance to that specified, and be suited to the same use and capable of performing the same functions that specified. The application will state whether in the Drawing or Specifications to adapt the design to the substitute and whether or not incorporation or use of the substitute in connection with the Work is subject to payment of any license fee or royalty. All variations of the proposed substitute from that specified shall be identified in the application, and available maintenance, repair, and replacement service will be indicated. The application will also contain an itemized estimate of all costs that will result directly or indirectly from acceptance of each substitute, including costs of redesign and claims of other contractors affected by the resulting change. **OWNER** may require **CONTRACTOR** to furnish at **CONTRACTOR**'s expense additional data about the proposed substitute. **OWNER** may require **CONTRACTOR** to furnish at **CONTRACTOR**'s expense a special performance guarantee or other surety with respect to any substitute.

6.7.2 **ENGINEER** will record time required by **ENGINEER** and **ENGINEER**'s consultants in evaluating substitutions proposed by **CONTRACTOR** and in making changes in the Drawings or Specifications occasioned thereby. Whether or not **ENGINEER** accepts a proposed substitute, **CONTRACTOR** shall reimburse **OWNER** for the charges of **ENGINEER** and **ENGINEER**'s consultants for evaluating any proposed substitute.

CONCERNING SUBCONTRACTORS

6.8. **CONTRACTOR** shall not employ any Subcontractor or other person or organization (including those who are to furnish the principal items of materials or equipment), whether initially or as a substitute, against whom **OWNER** may have any objection. Acceptance of any Subcontractor, other person or organization by **OWNER** shall not constitute a waiver of any rights of **OWNER** to reject defective Work. After the giving of the Notice of Award, if the **OWNER**, after the investigation, has reasonable objection to any Subcontractor, other persons or organization, the **OWNER** may request the Successful Bidder to provide an acceptable substitute without an increase in the Contract Price. In such a case, neither the **OWNER** nor the **ENGINEER** would be liable for any damages or remedies of either the **CONTRACTOR** or Subcontractor or any other said person or organization. It is the responsibility of the **CONTRACTOR** to inform the Subcontractor or other person or organization to the provision of the contract prior to the parties being contractually bound.

6.9. **CONTRACTOR** shall be fully responsible for all acts and omissions of his Subcontractors and of persons and organizations directly or indirectly employed by them and of persons and organizations for whose acts any of them may be liable to the same extent that **CONTRACTOR** is responsible for the acts and omissions of persons directly employed by **CONTRACTOR**. Nothing in the Contract Documents shall create any contractual relationship between **OWNER** and **ENGINEER** and any Subcontractor or other person or organization having a direct contract with **CONTRACTOR** nor shall it create any obligation on the part of the **OWNER** or **ENGINEER** to pay or to see to the payment of any moneys due any Subcontractor or other persons or organizations.

6.10. The divisions and sections of the Specifications and the identifications of any Drawings shall not control **CONTRACTOR** in dividing the Work among Subcontractors or delineating the Work to be performed by any specific trade.

6.11. All work performed for **CONTRACTOR** by a Subcontractor will be pursuant to an appropriate agreement between **CONTRACTOR** and the Subcontractor which specifically binds the Subcontractor to the applicable terms and conditions of the Contract Documents for the benefit of **OWNER** and **ENGINEER** and contains waiver provisions as required by paragraph 5.10. **CONTRACTOR** shall pay each Subcontractor a just share of any insurance moneys received by **CONTRACTOR** on account of losses under policies issued pursuant to paragraph 5.6. through 5.8.

PATENT FEES AND ROYALTIES

6.12. **CONTRACTOR** shall pay all license fees and royalties and assume costs incident to the use in the performance of the Work or the incorporation in the Work of any invention, design, process, product, or device which is the subject of patent rights or copyrights held by others.

The **CONTRACTOR** shall familiarize himself with any such possible costs prior to bidding. **CONTRACTOR** hereby indemnifies and holds harmless **OWNER** and **ENGINEER** and anyone directly or indirectly employed by either of them from and against all claims, damages, losses and expenses (including attorney's fees) arising out of any infringement of patent rights or copyrights incident to the use in the performance of the Work or resulting from the incorporation of the Work of any invention, design, process, product, or device, and shall defend all such claims in connection with any alleged infringement of such rights.

PERMITS

6.13. Unless otherwise provided herein, **CONTRACTOR** shall obtain and pay for all construction permits and licenses. **CONTRACTOR** shall pay all governmental charges and inspection fees necessary for the prosecution of the Work which are applicable at the time of opening of Bids. **CONTRACTOR** shall pay all charges of utility service companies for connections to the Work and for capital costs related thereto.

LAWS AND REGULATIONS

6.14. **CONTRACTOR** shall give all notices and comply with all laws, ordinances, rules, and regulations applicable to the Work. If **CONTRACTOR** observes that the Specifications or Drawings are at variance therewith, **CONTRACTOR** shall give **ENGINEER** prompt written notice thereof, any necessary changes shall be adjusted by an appropriate Modification. If **CONTRACTOR** performs any work knowing or having reasons to know that it is contrary to such laws, ordinances, rules and regulations, the **CONTRACTOR** shall bear all costs arising therefrom. It shall be the **CONTRACTOR's** responsibility to make certain that the Specifications and Drawings are in accordance with such laws, ordinances, rules and regulations.

TAXES

6.15. **CONTRACTOR** shall pay all sales, consumer, use and other similar taxes required to be paid by him in accordance with the law of the place of the Project.

USE OF PREMISES

6.16. **CONTRACTOR** shall confine construction equipment, the storage of materials and equipment, and the operations of workmen to areas permitted by law, ordinances, permits or the requirements of the Contract Documents and shall not reasonably encumber the premises with construction equipment or other materials or equipment.

6.17. During the progress of the Work, **CONTRACTOR** shall keep the premises free from accumulation of waste materials, rubbish and other debris resulting from the Work. At the completion of the Work, **CONTRACTOR** shall remove all waste materials, rubbish and debris from and about the premises as well as all tools, appliances, construction equipment and machinery, and surplus materials, and shall leave the site clean and ready for occupancy by **OWNER**. **CONTRACTOR** shall restore to their original condition those portions of the site not designated for alteration by the Contract Documents.

6.18. **CONTRACTOR** shall not load and permit any part of any structure to be loaded in any manner that will endanger the structure nor shall **CONTRACTOR** subject any part of the Work or adjacent property to stresses or pressures that will endanger it.

RECORD DOCUMENTS

6.19. **CONTRACTOR** shall keep one record copy of all Specifications, Drawings, Addenda, Modifications, Shop Drawings and samples at the site in good order and annotated to show all changes made during the construction process. These shall be available to **ENGINEER** for examination and shall be delivered to **ENGINEER** for **OWNER** upon completion of the Work.

SAFETY AND PROTECTION

6.20. **CONTRACTOR** shall be solely responsible for initiating, maintaining and supervision all safety precautions and programs in connection with the Work. **CONTRACTOR** shall take all necessary precautions for the safety of and shall provide the necessary protection to prevent damage, injury or loss to (but not limited to) the following:

6.20.1. all employees on the Work and other persons who may be affected thereby,

6.20.2. all the Work and all materials or equipment to be incorporated therein, whether in storage on or off the site, and

6.20.3. other property at the site or adjacent thereto, including trees, shrubs, lawns, walks, pavements, roadways, structures and utilities not designated for removal, relocation or replacement in the course of construction.

CONTRACTOR shall comply with all applicable laws, ordinances, rules, regulations and orders of any public body having jurisdiction for the safety of persons or property or to protect them from damage, injury or loss and shall erect and maintain all necessary safeguards for such safety and protection. **CONTRACTOR** shall notify owners of adjacent property and utilities when prosecution of the Work may affect them. All damage, injury or loss to any property referred to in paragraph 6.20.2 or 6.20.3 caused, directly or indirectly, in whole or in part, by **CONTRACTOR**, any Subcontractor or anyone directly or indirectly employed by any of them or anyone for whose acts any of them may be liable, shall be remedied by **CONTRACTOR**. **CONTRACTOR**'s duties and responsibilities for the safety and protection of the Work shall continue until such time as the Work is completed and **ENGINEER** has issued a notice to **OWNER** and **CONTRACTOR** in accordance with paragraph 14.13. that the Work is acceptable.

6.21. **CONTRACTOR** shall designate a responsible member of his organization at the site whose duty shall be the prevention of accidents. This person shall be **CONTRACTOR**'s superintendent unless otherwise designated in writing by **CONTRACTOR** to **OWNER**.

EMERGENCIES

6.22. In emergencies affecting the safety or protection of persons or the Work or property at the site or adjacent thereto, **CONTRACTOR**, without special instruction or authorization from **ENGINEER** or **OWNER**, is obligated to act to prevent threatened damage, injury or loss. **CONTRACTOR** shall give **ENGINEER** prompt written notice of any significant changes in the Work or deviations from the Contract Documents caused thereby. SHOP DRAWINGS AND SAMPLES

6.23. After checking and verifying all field measurements, **CONTRACTOR** shall submit to **ENGINEER** for review, in accordance with the accepted schedule of Shop Drawings submission (see paragraph 2.8), five copies (unless otherwise specified in the General Requirements) of all Shop Drawings, which shall have been

checked by **CONTRACTOR**. The data shown on the Shop Drawings will be complete with respect to dimensions, design criteria, materials of construction and like information to enable **ENGINEER** to review the information as required. The review by the **ENGINEER** is for the purpose of familiarizing the **ENGINEER** with the Work of the **CONTRACTOR** and does not constitute an approval by the **ENGINEER** of any of the submitted material. The **CONTRACTOR** is solely responsible for the correctness and accuracy of all submitted material.

6.24. **CONTRACTOR** shall also submit to **ENGINEER** for review, with such promptness as to cause no delay in Work, all samples required by the Contract Documents. All samples will have been checked by and stamped with the approval of **CONTRACTOR**, identified clearly as to material, manufacturer, any pertinent catalog numbers and the use for which intended. The review by the **ENGINEER** is for the purpose of familiarizing the **ENGINEER** with the Work of the **CONTRACTOR** and does not constitute an approval by the **ENGINEER** of any of the submitted materials. The **CONTRACTOR** is solely responsible for the correctness and accuracy of all submitted material.

6.25. At the time of each submission, **CONTRACTOR** shall in writing call **ENGINEER**'s attention to any deviations that the Shop Drawings or samples may have from the requirements of the Contract Documents.

6.26. **ENGINEER** will review the Shop Drawings and samples, but **ENGINEER**'s review shall be only for general and approximate conformance with the design concept of the Project and for general and approximate compliance with the information given in the Contract Documents and shall not extend to means, methods, sequences, techniques or procedures of construction or to safety precautions or programs incident thereto. The review of a separate item as such will not indicate a review of the assembly in which the item functions. **CONTRACTOR** shall make any corrections required by **ENGINEER** and shall return the required number of corrected copies of Shop Drawings and resubmit new samples for review (as stated above for general and approximate compliance). **CONTRACTOR** shall direct specific attention in writing to revisions other than the correction called for by **ENGINEER** on previous submittals. **CONTRACTOR**'s stamp of approval on any Shop Drawing or samples shall constitute a representation to **OWNER** and **ENGINEER** that **CONTRACTOR** has determined and verified all quantities, dimensions, field construction criteria, materials, catalog numbers, and similar data and assumes full and sole responsibility for doing so, and that **CONTRACTOR** has reviewed or coordinated each Shop Drawing or sample with the Requirements of the Work and the Contract Documents.

6.27. Where a Shop Drawing or sample is required by the Specifications, no related Work shall be commenced until the submittal has been reviewed by **ENGINEER**.

6.28. **ENGINEER**'s review of Shop Drawings or samples shall not relieve **CONTRACTOR** from any responsibility for any deviations from the Contract Documents unless **CONTRACTOR** has in writing called **ENGINEER**'s attention to such deviation at the time of submission and **ENGINEER** has given written concurrence and approval to the specific deviation nor shall any concurrence or approval by **ENGINEER** relieve **CONTRACTOR** from his sole responsibility for errors or omissions in the Shop Drawings.

CONTINUING THE WORK

6.29. **CONTRACTOR** shall carry on the Work and maintain the progress schedule during all disputes or disagreements with **OWNER**, including but not limited to disputes and disagreements concerning change of conditions, change of quantities, or change of scope of work. No Work shall be delayed or postponed pending resolution of any damages or disagreements, except as **CONTRACTOR** and **OWNER** may otherwise agree in writing.

INDEMNIFICATION

6.30. To the fullest extent permitted by law, **CONTRACTOR** agrees to indemnify, defend, and save harmless the **OWNER**, their officials, employees, and agents, from and against all claims, damages, loss or expense (including but not limited to costs and attorney fees) by reason of any liability asserted or imposed

upon the **OWNER**, their officials, agents or employees, for damages because of bodily injury, including death, at any time resulting therefrom, sustained by any person or persons or on account of damage to property, including loss of use thereof, arising out of or in consequence of the performance of the Work described herein, whether such injuries to persons or damage to property is due, or claimed to be due, directly or indirectly, to the negligence or omission of the **CONTRACTOR**, any Subcontractor, the **OWNER**, their officials, employees, or agents.

6.31. In any and all claims against **OWNER** and **ENGINEER** or any of their agents or employees by any employee of **CONTRACTOR**, any Subcontractor, anyone directly or indirectly employed by any of them or anyone for whose acts any of them may be liable, the indemnification obligation under paragraph 6.30 shall not be limited in any way by any limitation on the amount or type of damages, compensation or benefits payable by or for **CONTRACTOR** or any Subcontractor under workers' or workmen's compensation acts, disability benefit acts or other employee benefit acts.

6.32. Blank.

GENERAL CONDITIONS

ARTICLE 7: WORK BY OTHERS

7.1. **OWNER** may perform additional work related to the Project by himself or have additional work performed by utility service companies or let other direct contracts therefore which shall contain General Conditions similar to these. **CONTRACTOR** shall afford the utility service companies and the other contractors who are parties to such direct contracts (or **OWNER**, if **OWNER** is performing the additional work with **OWNER'S** employees) all possible opportunity for the introduction and storage of materials and equipment and the execution of Work and shall properly connect and coordinate his Work with theirs.

7.2. If any part of **CONTRACTOR'S** Work depends for proper execution of results upon the work of any such other contractor or utility service company (or **OWNER**), **CONTRACTOR** shall inspect and promptly report to **ENGINEER** in writing defects or deficiencies in such work that render it unsuitable for such proper execution and results. **CONTRACTOR'S** failure so to report shall constitute an acceptance of the other work as fit and proper for integration with **CONTRACTOR'S** Work except for latent or non-apparent defects and deficiencies in the other work.

7.3. **CONTRACTOR** shall do all cutting, fitting, and patching of his Work that may be required to make its several parts come together properly and integrate with such other work. **CONTRACTOR** shall not endanger any work of others by cutting, excavating or otherwise altering their work.

7.4. If the performance of additional work by other contractors or utility service companies or **OWNER** was not noted in the Contract Documents, written notice thereof shall be given to **CONTRACTOR** prior to starting any such additional work.

GENERAL CONDITIONS

ARTICLE 8: OWNER'S RESPONSIBILITY

- 8.1. **OWNER** shall issue all communications to **CONTRACTOR** through **ENGINEER**.
- 8.2. The **ENGINEER** is designated as the representative of the **OWNER** during the period of the contract.

GENERAL CONDITIONS

ARTICLE 9: ENGINEER'S STATUS DURING CONSTRUCTION

OWNER'S REPRESENTATIVE

9.1. **ENGINEER** will be **OWNER**'s representative during the construction period, but authority to bind the **OWNER** is limited as set forth in Article 10.2 of these General Conditions.

VISITS TO SITE

9.2. **ENGINEER** through the **ENGINEER**'s inspector and construction engineer will make visits to the site at intervals appropriate to the various stages of construction, and possibly on a daily basis, to observe the progress and quality of the executed Work. **ENGINEER**'s inspector will not be required to make exhaustive or continuous on-site inspections to check the quality or quantity of the Work. **ENGINEER**'s efforts will be directed toward providing for **OWNER** a greater degree to confidence that the completed Work will conform to the Contract Documents. On the basis of such visits and on-site observations, **ENGINEER** will keep **OWNER** informed of the progress of the Work. Limitations on responsibility of **ENGINEER** stated above shall not be deemed altered even if **ENGINEER** has full-time inspector on the site.

CLARIFICATIONS AND INTERPRETATIONS

9.3. **ENGINEER** may issue within a reasonable time such written clarifications or interpretations of the Contract Documents (in the form of Drawings or otherwise) as **ENGINEER** may determine necessary. No increase in Contract Price or Contract Time is justified or allowed if the clarification or interpretation of the Contract Documents is inferable from the overall intent of the Contract Documents.

9.4. Blank.

9.5. Blank.

9.6. Blank.

9.7. Blank.

PROJECT PRESENTATION

9.8. If **OWNER** and Engineer agree, **ENGINEER** will furnish an inspector to assist **OWNER** in observing the performance of the Work. The duties, responsibilities and limitations of authority of any such inspectors, construction engineers, and assistants will be as provided in Article 9.2. above.

DECISIONS ON DISAGREEMENTS

9.9. **ENGINEER** will be the initial interpreter of the requirements of the Contract Documents. Claims, disputes and other matters relating to the acceptability of the Work or the interpretation of the requirements of the Contract Documents pertaining to the execution and progress of the Work shall be referred initially to **ENGINEER** in writing with a request for a formal decision in accordance with this paragraph, which **ENGINEER** will render within the time the **ENGINEER** deems required to complete any related investigation of the claim. Written notice of each such claim, dispute and other matter shall

be delivered by the claimant to **ENGINEER** and the other party to the Agreement within fifteen days of the occurrence of the event giving rise thereto, together with any supporting data. In his capacity as interpreter, **ENGINEER** will not be liable in connection with any interpretation or decision rendered in good faith in such capacity.

9.10. The rendering of a decision by **ENGINEER** pursuant to paragraph 9.9 with respect to any such claim, dispute or other matter (except any which have been waived by the making or acceptance of final payment as provided in paragraph 14.16) will be a condition precedent to any exercise by **OWNER** or **CONTRACTOR** of such rights or remedies as either may otherwise have under the Contract Documents or at law in respect of any such claim, dispute or other matter.

LIMITATIONS ON ENGINEER'S RESPONSIBILITY

9.11. Neither **ENGINEER**'s authority to act under this Article 9 or elsewhere in the Contract Documents nor any decision made by **ENGINEER** either to exercise or not exercise such authority shall give rise to any duty or responsibility of **ENGINEER** to **CONTRACTOR**, or any Subcontractor, any manufacturer, fabricator, supplier or distributor, or any of their agents or employees or any other person performing any of the Work.

9.12. Whenever in the Contract Documents the terms "as ordered," "as directed," "as required," "as allowed" or terms of like effect or import are used, or the adjectives "reasonable," "suitable," "acceptable," "proper" or "satisfactory" or adjectives of like effect or import are used to describe requirement, direction, review or judgment of **ENGINEER** as to the Work, it is intended that such requirement, direction, review or judgment will be solely to evaluate the Work for compliance with the Contract Documents. The use of any such term or adjective never indicates that **ENGINEER** shall have authority to supervise or direct performance of the Work or authority to undertake responsibility contrary to the provisions of paragraph 9.13. or 9.14.

9.13. **ENGINEER** will not be responsible for any of **CONTRACTOR**'s means, methods, techniques, sequences or procedures of construction, or the safety precautions and programs incident thereto, and **ENGINEER** will not be responsible for any of **CONTRACTOR**'s failure to perform the Work in accordance with the Contract Documents. The **CONTRACTOR** shall be solely responsible for any of **CONTRACTOR**'s means, methods, techniques, sequences, or procedures, or the safety precautions and programs incidents thereto.

9.14. **ENGINEER** will not be responsible for the acts or omissions of **CONTRACTOR** or of any Subcontractors or of the agents or employees of any **CONTRACTOR** or Subcontractor or of any persons at the site or otherwise performing any of the Work. The **CONTRACTOR** will be solely responsible for the acts or omissions of **CONTRACTOR** or of any Subcontractors or of any other persons at the site or otherwise performing any of the Work.

GENERAL CONDITIONS

ARTICLE 10: CHANGES IN THE WORK

10.1. Without invalidating the Agreement, **OWNER** may, at any time or from time to time, order additions, deletions or revisions in the Work; these will be authorized by Change Orders. Upon receipt of a Change Order, **CONTRACTOR** shall proceed with the Work involved. All such Work shall be executed under the applicable conditions of the Contract Documents. If any Change Order causes a decrease in the Contract Price or a shortening of the Contract Time, an equitable adjustment will be made.

10.2. Engineer may authorize changes in the Work which, in his judgment, are reasonably required for the proper fulfillment of the contract.

10.3. Additional Work performed without authorization will not entitle **CONTRACTOR** to an increase in the Contract Price or an extension of the Contract Time, except in the case of an emergency as provided in paragraph 6.22 and except as provided in paragraphs 10.2.

10.4. **OWNER** shall execute appropriate Change Orders prepared by **ENGINEER** covering changes in the Work which are required by **OWNER** or required because of emergencies or because of uncovering Work found not to be defective or as provided in paragraph 11.9 or 11.10 or because of any other claim of **CONTRACTOR** for a change in the Contract Time or the Contract Price which is recommended by **ENGINEER**.

10.5. If notice of any change affecting the general scope of the Work or change in the Contract Price is required by the provisions of any Bond to be given to the Surety, it will be **CONTRACTOR**'s sole responsibility to so notify the Surety, and the amount of each applicable Bond shall be adjusted accordingly. **CONTRACTOR** shall furnish proof of such adjustment to **OWNER** and **ENGINEER** without the need for either **OWNER** or **ENGINEER** requesting such proof.

GENERAL CONDITIONS

ARTICLE 11: CHANGE OF CONTRACT PRICE

11.1. The Contract Price constitutes the total compensation (subject to authorized adjustments) payable to **CONTRACTOR** for performing the Work. All duties, responsibilities and obligations assigned to or undertaken by **CONTRACTOR** shall be at this expense without change in the Contract Price.

11.2. The Contract Price may only be changed by a Change Order. Any claim for an increase in the Contract Price shall be based on written notice delivered to **OWNER** and **ENGINEER** within fifteen days of the occurrence of the event giving rise to the claim. Notice of the amount of the claim with supporting data shall be delivered within thirty days of such occurrence unless **ENGINEER** allows an additional period of time to ascertain accurate cost data. All claims for adjustment in the Contract Price shall be determined by **ENGINEER** if **OWNER** and **CONTRACTOR** cannot otherwise agree on the amount involved.

11.3. The value of any Work covered by a Change Order or of any claim for an increase or decrease in the Contract Price shall be determined in one of the following ways:

11.3.1. Where the Work involved is covered by unit prices contained in the Contract Documents, by application of unit prices to the quantities of the items involved (subject to the provisions of paragraph 11.9).

11.3.2. By mutual acceptance of a lump sum.

11.3.3. On the basis of the Cost of the Work (determined as provided in paragraphs 11.4 and 11.5) plus a **CONTRACTOR's** Fee for overhead and profit (determined as provided in paragraph 11.6).

COST OF THE WORK

11.4. The term Cost of the Work means the sum of all costs necessarily incurred and paid by **CONTRACTOR** in the proper performance of the Work. Except as otherwise may be agreed to in writing by **OWNER**, such costs shall be in amounts no higher than those prevailing in the locality of the Project, shall include only the following items, and shall not include and of the costs itemized in paragraph 11.5:

11.4.1. The payroll costs for employees necessary for efficient and acceptable production in the direct employ of **CONTRACTOR** in the performance of the Work under schedules of job classifications agreed upon by **OWNER** and **CONTRACTOR**. Payroll costs for employees not employed full time on the Work shall be apportioned on the basis of their time spent on the Work. Payroll costs shall include, but not be limited to, salaries and wages, plus the cost of fringe benefits which shall include social security contributions, unemployment, excise and payroll taxes, workers' or workmen's compensation, health and retirement benefits, bonuses, sick leave, vacation and holiday pay applicable thereto. Such employees shall include superintendents and foremen at the site. The expenses of performing Work after regular working hours, on Sunday or legal holidays, shall be included in the above to the extent authorized by **OWNER**.

11.4.2. Cost of materials and equipment furnished and incorporated in the Work provided those materials and equipment are necessary for efficient and acceptable production as determined by **ENGINEER**.

11.4.3. Payments made by **CONTRACTOR** to the Subcontractors for Work performed by Subcontractors. If required by **OWNER**, **CONTRACTOR** shall obtain competitive bids from Subcontractors acceptable to **CONTRACTOR** and shall deliver such bids to **OWNER** who will then determine, with the advice of **ENGINEER**, which bids will be acceptable. If a subcontract provides that the Subcontractor is to be paid on the basis of Cost of the Work Plus a Fee, the Subcontractor's Cost of the Work shall be determined in the same manner as **CONTRACTOR**'s Cost of the Work. All subcontracts shall be subject to the other provisions of the Contract Documents insofar as applicable.

11.4.4. Blank.

11.4.5. Blank.

11.4.5.1. Blank.

11.4.5.2. Blank.

11.4.5.3. Blank.

11.4.5.4. Blank.

11.4.5.5. Blank.

11.4.5.6. Blank.

11.4.5.7. Blank.

11.4.5.8. Blank.

11.4.5.9. Blank.

11.5. The term Cost of the Work shall not include any of the following:

11.5.1. Payroll costs and other compensation of **CONTRACTOR**'s officers, executives, principals (of partnership and sole proprietorships), general managers, engineers, architects, estimators, lawyers, auditors, accountants, purchasing and contracting agents, expeditors, timekeepers, clerks and other personnel employed by **CONTRACTOR** whether at the site or in his principal or a branch office for general administration of the Work and not specifically included in the agreed upon schedule of job classifications referred to in subparagraph 11.4.1--all of which are to be considered administrative costs covered by the **CONTRACTOR**'s Fee.

11.5.2. Expenses of **CONTRACTOR**'s principal and branch offices other than **CONTRACTOR**'s office at the site.

11.5.3. Any part of **CONTRACTOR**'s capital expenses, including interest on **CONTRACTOR**'s capital employed for the Work and charges against **CONTRACTORS** for delinquent payments.

11.5.4. Cost of premiums for all Bonds and for all insurance whether or not **CONTRACTOR** is required by the Contract Documents to purchase and maintain the same including additional Bonds and insurance required because of changes in the Work.

11.5.5. Costs due to the negligence of **CONTRACTOR**, any Subcontractor, or anyone directly or indirectly employed by any of them or for whose acts any of them may be liable, including but not limited to, the correction of defective Work, disposal of materials or equipment wrongly applied and making good any damage to property.

11.5.6. Other overhead or general expense costs of any kind and the costs of any item not specifically and expressly included in paragraph 11.4.

11.6. The **CONTRACTOR**'s fee allowed to **CONTRACTOR** for overhead and profit shall not exceed 15 percent of cost of labor and material.

11.6.1. Blank.

11.6.2. Blank.

11.6.2.1. Blank.

11.6.2.2. for costs incurred under paragraph 11.4.3, the Contractor's Fee shall be five percent; and if a subcontract is on the basis of Cost of the Work Plus a Fee, the maximum allowable to the Subcontractor as a fee for overhead and profit shall be ten percent.

11.6.2.3. Blank.

11.7. The amount of credit to be allowed by **CONTRACTOR** to **OWNER** for any such charge which results in a net decrease in cost will be the amount of the actual net decrease. When both additions and credits are involved in any one change, the combined overhead and profit shall be figured on the basis of the net increase, if any.

11.8. Whenever the cost of any Work is to be determined pursuant to paragraphs 11.4 and 11.5, **CONTRACTOR** will submit in form acceptable to **ENGINEER** an itemized cost breakdown together with supporting data.

ADJUSTMENT OF UNIT PRICES

11.9. Where the quantity of Work with respect to any item that is covered by a unit price differs materially and significantly from the quantity of such Work indicated in the Contract Documents, an appropriate Change Order may be issued on recommendation of **ENGINEER** to adjust the unit price.

In general, if the actual quantity of Work is within 25 percent of the quantity indicated in the Contract Documents (whether more or less), the difference shall not be considered material or significant. For larger differences, the **ENGINEER**'s decision as to whether the amount of actual quantity of Work is materially and significantly different from the quantity indicated on the Contract Documents is final.

CASH ALLOWANCES

11.10. It is understood that **CONTRACTOR** has included in the Contract Price all allowances so named in the Contract Documents and shall cause the Work so covered to be done by such Subcontractors, manufacturers, fabricators, suppliers, or distributors and for such sums within the limit of the allowances as may be acceptable to **ENGINEER**. **CONTRACTOR** agrees that the original Contract Price includes such sums as **CONTRACTOR** deems proper for costs and profit on account of cash allowances. No demand for additional cost or profit in connection therewith will be valid.

GENERAL CONDITIONS

ARTICLE 12: CHANGE OF CONTRACT TIME

12.1. The Contract Time may only be changed by a Change Order. Any claim for an extension in the Contract Time shall be based on written notice delivered to **OWNER** and **ENGINEER** within fifteen days of the occurrence of the event giving rise to the claim. Notice of the extent of the claim with supporting data shall be delivered within thirty days of such occurrence unless **ENGINEER** allows an additional period of time to ascertain more accurate data. All claims for adjustment in the Contract Time shall be determined by **ENGINEER** if **OWNER** and **CONTRACTOR** cannot otherwise agree. Any change in the Contract Time resulting from any such claim shall be incorporated in a Change Order.

12.2. The Contract Time will be extended in an amount equal time lost due to delays beyond the control of **CONTRACTOR** if a claim is made therefore as provided in paragraph 12.1. Such delays shall include, but not be limited to, acts or neglect by **OWNER** or others performing additional Work as contemplated by Article 7 or to fires, floods, epidemics, or acts of God, but not labor disputes or severe weather conditions.

12.3. All time limits for **CONTRACTOR** stated in the Contract Documents are of the essence to the **OWNER** and are incorporated as such in the contract.

GENERAL CONDITIONS

ARTICLE 13: WARRANTY AND GUARANTEE

TESTS AND INSPECTIONS

CORRECTION, REMOVAL OR ACCEPTANCE OF DEFECTIVE WORK

WARRANTY AND GUARANTEE

13.1 **CONTRACTOR** warrants and guarantees to **OWNER** and **ENGINEER** that all Work will be in accordance with the Contract Documents and will not be defective. All defective Work, whether or not in place, may be rejected, corrected, or accepted as provided in this Article 13.

13.2. Blank.

TESTS AND INSPECTIONS

13.3. **CONTRACTOR** shall give **OWNER's** representative timely notice of readiness of the Work for all required inspections, tests or approvals.

13.4. If any law, ordinance, rule, regulation, code, or order of any public body having jurisdiction requires any Work (or part thereof) to specifically be inspected, tested or approved, **CONTRACTOR** shall assume full responsibility therefore, pay all costs in connection therewith, and furnish **OWNER** the required certificates of inspection, testing or approval. **CONTRACTOR** shall also be responsible for and shall pay all costs in connection with any inspection or testing required in connection with **OWNER's** acceptance of a manufacturer, fabricator, supplier or distributor of materials or equipment submitted for approval prior to **CONTRACTOR's** purchase thereof for incorporation in the Work.

13.5. Blank.

13.6. If any Work that is to be inspected, tested or approved is covered without concurrence of **OWNER's** representative, it must, if required by **OWNER**, be uncovered for observation. Such uncovering shall be at **CONTRACTOR's** expense.

13.7. Neither observations by **ENGINEER** nor inspections, tests, or approvals by **ENGINEER, OWNER,** or others shall relieve **CONTRACTOR** from any of his obligations to perform the Work in accordance with the Contract Documents.

13.8. Blank.

13.9. Blank.

OWNER MAY STOP THE WORK

13.10. If the Work is defective or **CONTRACTOR** fails to supply sufficient skilled workmen or suitable materials or equipment, **OWNER** may order **CONTRACTOR** to stop the Work, or any portion thereof, until the cause for such order has been eliminated. **CONTRACTOR** shall incur all the expenses related directly or indirectly to such Work stoppage.

CORRECTION OR REMOVAL OF DEFECTIVE WORK

13.11. If required by **OWNER**, **CONTRACTOR** shall promptly, without cost to **OWNER**, either correct any defective Work, whether or not fabricated, installed or completed, or, if the Work has been rejected by **ENGINEER**, remove it from the site and replace it with non-defective Work without any change in Contract Price.

TWO YEAR CORRECTION PERIOD

13.12 If within one year after the date of Substantial Completion or such longer period of time as may be prescribed by law or by the terms of any applicable special guarantee required by the Contract Documents or by any specific provision of the Contract Documents, any Work is found to be defective, **CONTRACTOR** shall promptly, without cost to **OWNER**, and in accordance with **OWNER**'s written instructions, either correct such defective Work or, if it has been rejected by **OWNER**, remove it from the site and replace it with non-defective Work. If **CONTRACTOR** does not promptly comply with the terms of such instructions, or in an emergency where delay would cause serious risk of loss or damage, **OWNER** may have the defective Work corrected or the rejected Work removed and replaced, and all direct and indirect costs of such removal and replacement, including compensation for additional professional services, shall be paid by **CONTRACTOR**.

ACCEPTANCE OF DEFECTIVE WORK

13.13. If, instead of requiring correction or removal and replacement of defective Work, **OWNER** prefers to accept it, **OWNER** may do so. In such case, if acceptance occurs prior to **ENGINEER**'s recommendation of final payment, a Change Order shall be issued incorporating the necessary revisions in the Contract Documents, including appropriate reduction in the Contract Price or, if the acceptance occurs after such recommendation, an appropriate amount shall be paid by **CONTRACTOR** to **OWNER**.

OWNER MAY CORRECT DEFECTIVE WORK

13.14. If **CONTRACTOR** fails within a reasonable time after written notice to proceed to correct and to correct defective Work or to remove and replace rejected Work in accordance with paragraph 13.11, or if **CONTRACTOR** fails to perform the Work in accordance with the Contract Documents (including any requirements of the progress schedule), **OWNER** may, after seven days' written notice to **CONTRACTOR**, correct and remedy any such deficiency. **OWNER** may exclude **CONTRACTOR** for all or part of the site, take possession of all or part of the Work, and suspend **CONTRACTOR**'s services related thereto, take possession of **CONTRACTOR**'s tools, appliances, construction equipment and machinery at the site and incorporated in the Work all materials and equipment stored at the site or for which **OWNER** has paid **CONTRACTOR** but which are stored elsewhere. **CONTRACTOR** shall allow **OWNER**, **OWNER**'s representatives, agents and employees such access to the site as may be necessary to enable **OWNER** to exercise his rights under this paragraph. All direct and indirect costs of **OWNER** in exercising such rights shall be charged against **CONTRACTOR**, and a Change Order shall be issued incorporating the necessary revisions in the Contract Documents and a reduction in the Contract Price. Such direct and indirect costs shall include, in particular but without limitation, compensation for additional professional services required and all costs of repair and replacement of work of others destroyed or damaged by correction, removal or replacement of **CONTRACTOR**'s defective Work. **CONTRACTOR** shall not be allowed an extension of the Contract Time because of any delay in performance of the Work attributed to the exercise by **OWNER** of **OWNER**'s rights hereunder.

GENERAL CONDITIONS

ARTICLE 14: PAYMENTS TO CONTRACTOR AND COMPLETION

SCHEDULES

14.1 At least ten (10) days prior to submitting the first Application for a progress payment, **CONTRACTOR** shall (except as otherwise specified in the General Requirements) submit to **OWNER** a progress schedule, a final schedule of Shop Drawing submission and, where applicable, a schedule of values of the Work. These schedules shall be satisfied in form and substance to **OWNER**. The schedule of values shall include quantities and unit prices aggregating the Contract Price and shall subdivide the Work into component parts. These schedules are submitted strictly as information that may help the **OWNER** in scheduling and shall not be construed as binding the **OWNER** to pay the **CONTRACTOR** in accordance with such values if used in the progress payment.

APPLICATION FOR PROGRESS PAYMENT

14.2 At least ten (10) days before progress payment falls due (but not more often than once a month), **CONTRACTOR** shall submit to **ENGINEER** for review an Application for Payment filled out and signed by **CONTRACTOR** covering the Work completed as of the date of the Application and accompanied by supporting documentation. Each subsequent Application for Payment shall include an affidavit of **CONTRACTOR** stating that all previous progress payments received on account of the Work have been applied to discharge in full all of **CONTRACTOR**'s obligations reflected in prior Applications for Payment. Retainage with respect to progress payments will be at least 10 percent, unless state law required otherwise. Certified payrolls must be submitted with Contractor's Application for Payment (CDBG projects only).

CONTRACTOR'S WARRANTY OF TITLE

14.3 **CONTRACTOR** warrants and guarantees that title to all Work, materials and equipment covered by any Application for Payment, whether incorporated in the Project or not, will pass to **OWNER** at the time of payment free and clear of all liens, claims, security interests and encumbrances (hereafter in these General Conditions referred to as "Liens").

REVIEW OF APPLICATIONS FOR PROGRESS PAYMENT

14.4 **ENGINEER** will, within fifteen (15) days after receipt of each Application for Payment, either indicate in writing a recommendation of payment and present the Application to **OWNER** or return the Application to **CONTRACTOR** indicating in writing **ENGINEER**'s reasons for refusing to recommend payment. In the latter case, **CONTRACTOR** may make the necessary corrections and resubmit the Application. **OWNER** shall, within twenty-five (25) days of presentation to him of the Application for Payment with **ENGINEER**'s recommendation, submit payment recommendation to City Council for consideration.

14.5 By recommending any payments to the **CONTRACTOR**, **ENGINEER** will not thereby be deemed to have represented that exhaustive or continuous on-site inspections have been made to check the quality or the quantity of the Work or that the means, methods, techniques, sequences, and procedures of construction have been reviewed or that any examination has been made to ascertain how or for what purpose **CONTRACTOR** has used the moneys paid or to be paid to **CONTRACTOR** on account of the Contract Price or that title or any Work, materials or equipment has passes to **OWNER** free and clear of any Liens.

14.6 Blank.

14.7 **ENGINEER** may refuse to recommend the whole or any par of any payment if, in his opinion, it would be incorrect to make such recommendation to Owner. He may also refuse to recommend any such

payment or, because of subsequently discovered evidence or the results of subsequent inspections or tests, nullify such payment previously recommended to such extent as may be reasonable in **ENGINEER's** opinion to protect **OWNER** from loss because:

14.7.1. the Work is defective or completed Work has been damaged requiring correction or replacement,

14.7.2. written claims have been made against **OWNER** or Liens have been filed in connection with the Work,

14.7.3. the Contract Price has been reduced because of Modifications,

14.7.4. **OWNER** has been required to correct defective Work or complete the Work in accordance with paragraph 13.14,

14.7.5. of **CONTRACTOR's** unsatisfactory prosecution of the Work in accordance with the Contract Documents or

14.7.6. of **CONTRACTOR's** failure to make payment to Subcontractors or for labor, materials or equipment,

14.7.7. of previous overpayments to **CONTRACTOR**.

SUBSTANTIAL COMPLETION

14.8. When Contractor considers the entire Work ready for its intended use, **CONTRACTOR** shall, in writing to **OWNER** and **ENGINEER**, certify that the entire Work is substantially complete and request that **ENGINEER** issue a certificate of Substantial Completion. Within a reasonable time thereafter, **CONTRACTOR**, **ENGINEER**, and/or **OWNER** shall make an inspection of the Work to determine the status of completion. If **ENGINEER** does not consider the Work substantially complete, **ENGINEER** will notify **CONTRACTOR** giving his reasons therefore. If **ENGINEER** considers the Work substantially complete, **ENGINEER** may prepare and deliver to **OWNER** a statement of Substantial Completion which may fix the date of Substantial Completion. There may also be attached to the statement a tentative list of items to be completed or corrected before final payment. **OWNER** shall have twenty-one days after receipt to the tentative certificate during which he may make written objection to **ENGINEER** as to any provisions of the certificate or attached list. If, after considering such objections, **ENGINEER** concludes that the Work is not substantially complete, **ENGINEER** will within twenty-one days notify **CONTRACTOR** in writing, stating his reasons therefore.

14.9. **OWNER** shall have the right to exclude **CONTRACTOR** from the Work after the date of Substantial Completion, but **OWNER** shall allow **CONTRACTOR** reasonable access to complete or correct items on the tentative list.

PARTIAL UTILIZATION

14.10. Use of **OWNER** of completed portions of the Work may be accomplished prior to Substantial Completion of all the Work subject to the following:

14.10.1. **OWNER** at any time may request **CONTRACTOR** in writing to permit **OWNER** to use any part of the Work which **OWNER** believes to be substantially complete and which may be so used without significant interference with construction of the other parts of the Work.

14.10.2. In lieu of the issuance of a certificate of Substantial Completion as to part of the Work, **OWNER** may take over operation of a facility constituting part of the Work whether or not it is substantially complete if such facility is functionally and separately

useable; provided that prior to any such takeover, **OWNER** and **CONTRACTOR** have agreed as to the division of responsibilities between **OWNER** and **CONTRACTOR** for security, operation, safety, maintenance, correction period, heat, utilities and insurance with respect to such facility.

FINAL INSPECTION

14.11. Blank.

FINAL APPLICATION FOR PAYMENT

14.12 After **CONTRACTOR** has completed all the Work and delivered all maintenance and operating instructions, schedules, guarantees, Bonds, certificates of inspection, marked-up record documents and other documents--all as required by the Contract Documents--and after **ENGINEER** has indicated that the Work appears to be acceptable (subject to the provisions of paragraph 14.16), **CONTRACTOR** may make application for final payment following the procedure for progress payments. The final Application for Payment shall be accompanied by all documentation called for in the Contract Documents and such other data and schedules as **OWNER** may reasonably require, together with complete and legally effective releases or waivers (satisfactory to **OWNER**) of all Liens arising out of or filed in connection with the Work. In lieu thereof and as approved by **OWNER**, **CONTRACTOR** may furnish receipts or releases in full; an affidavit of **CONTRACTOR** that the releases and receipts include all labor, services, material and equipment for which a Lien could be filed; and that all payrolls, material and equipment bills, and other indebtedness connected with the Work for which **OWNER** or his property might in any way be responsible have been paid or otherwise satisfied; and consent of the Surety, if any, to final payment. If any Subcontractor, manufacturer, fabricator, supplier or distributor fails to furnish a release or receipt in full, **CONTRACTOR** may furnish a Bond or other collateral satisfactory to **OWNER** to indemnify **OWNER** against any Lien.

FINAL PAYMENT AND ACCEPTANCE

14.13. If, on the basis of **ENGINEER**'s review of the final Application for Payment and accompanying documentation--all as required by the Contract Documents--**ENGINEER** is satisfied that the Work has been completed and **CONTRACTOR** has fulfilled his obligations under the Contract Documents, **ENGINEER** may, within twenty days after receipt of the final Application for Payment, indicate in writing his recommendation of payment and present the Application to **OWNER** for payment. Thereupon **ENGINEER** will give written notice to **OWNER** and **CONTRACTOR** that the Work is acceptable subject to the provisions of paragraph 14.16. Otherwise, **ENGINEER** will return the Application to **CONTRACTOR**, indicating in writing the reasons for refusing to recommend final payment, in which case **CONTRACTOR** shall make the necessary corrections and resubmit the Application. If the Application and accompanying documentation are appropriate as to form and substance, **OWNER** shall, within thirty days after receipt thereof, pay **CONTRACTOR** the amount recommended by **ENGINEER**.

14.14. Blank.

CONTRACTOR'S CONTINUING OBLIGATION

14.15. **CONTRACTOR**'s obligation to perform and complete the Work in accordance with the Contract Documents shall be absolute. Neither recommendation of any progress or final payment by **ENGINEER** nor the recommendation of any progress or final payment by **ENGINEER** nor the issuance of a certificate of Substantial Completion nor any payment by **OWNER** nor any failure to do so nor the issuance of a notice of acceptability by **ENGINEER** pursuant to paragraph 14.13. nor any correction of defective Work by **OWNER** shall constitute an acceptance of Work not in accordance with the Contract Documents or a release of Contractor's obligation to perform the Work in accordance with the Contract Documents.

WAIVER OF CLAIMS

14.16. The making and acceptance of final payment shall:

14.16.1. not constitute any waiver of any claims by **OWNER** against **CONTRACTOR**, including claims arising from unsettled Liens, from defective Work appearing after final inspection or from failure to comply with the Contract Documents or the terms of any special guarantees specified therein; also, it shall not constitute a waiver by **OWNER** of any rights in respect of **CONTRACTOR**'s continuing obligations under the Contract Documents; and

14.16.2. constitute a waiver of all claims by **CONTRACTOR** against **OWNER** other than those previously made in writing and still unsettled.

GENERAL CONDITIONS

ARTICLE 15: SUSPENSION OF WORK AND TERMINATION

OWNER MAY SUSPEND WORK

15.1 **OWNER** may at any time and without cause suspend the Work or any portion thereof for a period of not more than one hundred and twenty days by notice in writing to **CONTRACTOR**. **CONTRACTOR** shall resume the Work on two weeks' notice by **OWNER**. **CONTRACTOR** will be allowed an increase in the Contract Price only as attributable to demobilization and remobilization cost and not to any other expense, including rental fee during suspension. The **CONTRACTOR** shall have the sole duty of informing in advance all Subcontractors and any interested parties about the provision. **OWNER** and **ENGINEER** are not liable for any loss of any party arising out of invoking this section.

OWNER MAY TERMINATE

15.2. Upon the occurrence of any one or more of the following events:

15.2.1. if **CONTRACTOR** is adjudged a bankrupt or insolvent,

15.2.2. if **CONTRACTOR** makes a general assignment for the benefit of creditors,

15.2.3. if a trustee or receiver is appointed for **CONTRACTOR** or for any of **CONTRACTOR**'s property,

15.2.4. if **CONTRACTOR** files a petition to take advantage of any debtor's act or to reorganize under the bankruptcy or similar laws,

15.2.5. if **CONTRACTOR** repeatedly fails to supply sufficient skilled workmen or suitable materials or equipment,

15.2.6. if **CONTRACTOR** fails to make payments to Subcontractors or for labor, materials or equipment within sixty days of receiving said payment from **OWNER**,

15.2.7. if **CONTRACTOR** disregards laws, ordinances, rules, regulations or orders of any public body having jurisdiction,

15.2.8. if **CONTRACTOR** disregards the authority of **ENGINEER** or,

15.2.9. if **CONTRACTOR** otherwise violates in any substantial way any provisions of the Contract Documents. Restoration work shall always be deemed as a substantial provision of the Contract Documents.

OWNER may, after giving **CONTRACTOR** and his Surety seven days' written notice, terminate the services of **CONTRACTOR**, exclude **CONTRACTOR** from the site and take possession of the Work and of all **CONTRACTOR**'s tools, appliances, construction equipment and machinery at the site and use the same to the full extent they could be used by **CONTRACTOR** (without liability to **CONTRACTOR** for trespass or conversion), incorporate in the Work all materials and equipment stored at the site or for which **OWNER** has paid **CONTRACTOR** but which are stored elsewhere, and finish the Work as **OWNER** may deem expedient. In such case **CONTRACTOR** shall pay the difference to **OWNER**. Such costs incurred by **OWNER** shall be verified by **ENGINEER** and incorporated in a Change Order; but in finishing the Work, **OWNER** shall not be required to obtain the lowest figure for the Work performed.

15.3. Where **CONTRACTOR**'s services have been so terminated by **OWNER**, the termination shall not affect any rights of **OWNER** against **CONTRACTOR** then existing or which may thereafter accrue. Any retention or payment of moneys due **CONTRACTOR** by **OWNER** will not release **CONTRACTOR** from liability.

15.4. Upon seven days' written notice to **CONTRACTOR**, **OWNER** may, without cause and without prejudice to any of the **OWNER**'s other rights or remedies, elect to abandon the Work and terminate the Agreement with the **CONTRACTOR**. In such case, **CONTRACTOR** shall be paid for Work executed and demobilization expenses only.

GENERAL CONDITIONS

ARTICLE 16: BLANK

GENERAL CONDITIONS

ARTICLE 17: MISCELLANEOUS

GIVING NOTICE

17.1. Whenever any provision of the Contract Documents requires the giving of written notice to the **CONTRACTOR**, it shall be deemed to have been validly given if delivered in person to the individual or to a member of the firm or to an officer of the corporation for whom it is intended, or if delivered at or sent by mail to the last business address known to the giver of the notice. Notice to the **ENGINEER** is validly given if mailed by certified mail to his business office.

COMPUTATION OF TIME

17.2. When any period of time is referred to in the Contract Documents by days, it shall be computed to exclude the first and include the last day of such period. If the last day of any such period falls on a Saturday or Sunday or on a day made a legal holiday by the law of the applicable jurisdiction, such day shall be omitted from the computation.

GENERAL

17.3. Blank.

17.4. The duties and obligations imposed by these General Condition upon the **CONTRACTOR** and, in particular but without limitation, the warranties, guarantees and obligations imposed upon **CONTRACTOR** by paragraphs 6.30, 13.1, 13.11, 13.14, 14.3, and 15.2 and all of the rights and remedies available to either **ENGINEER** or **OWNER** which are otherwise imposed or available by law or contract, by special warranty or guarantee or by other provisions of the Contract Documents, and the provisions of this paragraph shall be as effective as if repeated specifically in the Contract Documents in connection with each particular duty, obligation, right and remedy to which they apply. All representations, warranties and guarantees made in the Contract Documents by **CONTRACTOR** shall survive final payment and termination or completion of the Agreement.

GENERAL CONDITIONS

ARTICLE 18: CONSTRUCTION FOLLOW-UP

The ENGINEER shall supply construction observer(s) during construction, and it shall be the responsibility of the bidder to include cost of construction follow-up time in his Bid. Cost of the follow-up will be computed by multiplying the number of construction follow-up days times \$440. Construction follow-up day shall be determined from the tabulation listed below for the time each observer will be assigned to each work unit determined by the CONTRACTOR and as required to complete the Project. Follow-up time may be charged to the contract for each day for the availability of an observer on the Project until such time as the CONTRACTOR is ready for final payment. Charges for each observer assigned to the Project shall be made in accordance with the following schedule:

Chargeable Inspection Hours

- | | | |
|----|---|---------|
| 1. | For a working day of less than 4 hours | 4 |
| 2. | For a working day of more than 4 hours but less than 8 hours | 8 |
| 3. | For each working hour or fraction thereof in excess of 8 hours and on Saturdays.
(No work is permitted on Sundays and/or Holidays) | 1 x 1.5 |

An inspector day shall be computed by adding the above listed total chargeable hours, and dividing such total number of chargeable by eight (8). When the CONTRACTOR elects not to work, the minimum show-up time for each inspector shall be four (4) hours. Notwithstanding any other provision in this contract, the show-up time will be charged against the CONTRACTOR and deducted from the CONTRACTOR's payment invoice recommended to the OWNER,. No Show-up time will be charged against the CONTRACTOR when the CONTRACTOR gives the ENGINEER at least one day's notice of his intent not to work. The CONTRACTOR shall give the ENGINEER at least 72 hours' notice before beginning each operation, such as installing materials or restoring operations. The amount included in the Bid for construction follow-up time for this Project is in the Itemized Bid Sheet.

None of this amount would be paid to the CONTRACTOR. Rather, the ENGINEER shall submit monthly construction follow-up fee invoices to the OWNER that would be paid out of the above amount. If the construction shall need less than the indicated days, the OWNER shall retain the unused fee. If the construction shall need more than the indicated days, the payment for the construction follow-up fee in excess of the amount allocated shall be deducted from the CONTRACTOR's invoices.

GENERAL CONDITIONS

ARTICLE 19: FEDERAL GOVERNMENT REGULATIONS

The Contractor must comply with the following governmental laws and regulations:

1. The CONTRACTOR will hold harmless the federal and the local units of government from any and all claims, actions, suits, charges or judgments whatsoever that arise out of the contractors failure to properly perform under the contract.
2. The CONTRACTOR will comply with federal, state and local civil rights laws and regulations and with Title VI of the Civil Rights Act of 1964, as amended, Title VIII of the Civil Rights Act of 1968 as amended, Section 104(b) and Section 109 of Title I of the Housing and Community Development Act of 1973, the Americans with Disabilities Act of 1990, the Age Discrimination Act of 1975, Executive Order 11063 and with Executive Order 11246 as amended by Executive Orders 11375 and 12086.
3. The CONTRACTOR will not discriminate against any employee or applicant for employment because of race, color, creed, religion, ancestry, national origin, sex, disability or other handicap, age, marital/family status, or status with regard to public assistance.
4. The CONTRACTOR will use its best efforts to afford minority and women owned business enterprises the maximum practicable opportunity to participate in the performance of this contract. As used in the contract, the term “**minority and female business enterprise**” means a business at least fifty-one (51%) percent owned or controlled by minority groups or women. For the purposes of this definition, “**minority group members**” are Afro-Americans, Spanish-speaking, Spanish surnamed or Spanish heritage Americans, Asian-Americans and American Indians.
5. The CONTRACTOR understands that the work performed under this contract is subject to review and inspection by representatives of HUD and/or other federal, state and local agencies.
6. The CONTRACTOR must be an Equal Opportunity and Affirmative Action Employer.
7. The CONTRACTOR agrees to comply with the requirements of the Secretary of Labor in accordance with the **Davis-Bacon Act** as amended, the provisions of the **Contract Work Hours and Safety Standards Act**, the **Copeland “Anti-Kickback” Act** (40 USC 276a-5; 40 USC 327 and 40 USC 276c) and all other applicable federal, state and local laws and regulations pertaining to labor standard insofar as those acts apply to the performance of this contract. The contractor shall maintain documentation which demonstrates compliance with hour and wage requirements of the law.
8. The federal copyrights laws will be adhered to and that the CONTRACTOR will comply with the **Clean Water Act** (42 USC 7401 et. seq.), **Federal Water Pollution Control Act**, as amended, 33 USC 1251 et. seq., as amended, 1318 relating to inspection monitoring, entry, reports, and information, as well as other requirements specified in said section 114 and section 308, and all regulations and guidelines issued thereunder, and the **Environmental Protection Agency** (EPA) regulations pursuant to 40 CFR Part 50, as amended.
9. In accordance with the requirements of the **Flood Disaster Protection Act** of 1973, (42 USC 4001), the CONTRACTOR shall assure that for activities located in an area identified by **FEMA** as having special flood hazards, flood insurance under the **National Flood Insurance Program** is obtained and maintained as a condition of financial assistance for acquisition or construction purposes.
10. The CONTRACTOR agrees to comply with the Historic Preservation requirements set forth in the **National Historic Preservation Act** of 1966, as amended (16 USC 470) and the procedures set forth in 36 CFR, Part 800, Advisory Council of Historic Preservation Procedures for Protection of Historic Properties, insofar as they apply to the performance of this contract.

GENERAL CONDITIONS

The Contractor must comply with the following governmental laws and regulations:

1. The CONTRACTOR will hold harmless the federal and the local units of government from any and all claims, actions, suits, charges or judgments whatsoever that arise out of the contractors failure to properly perform under the contract.
2. The CONTRACTOR will comply with federal, state and local civil rights laws and regulations and with Title VI of the Civil Rights Act of 1964, as amended, Title VIII of the Civil Rights Act of 1968 as amended, Section 104(b) and Section 109 of Title I of the Housing and Community Development Act of 1973, the Americans with Disabilities Act of 1990, the Age Discrimination Act of 1975, Executive Order 11063 and with Executive Order 11246 as amended by Executive Orders 11375 and 12086.
3. The CONTRACTOR will not discriminate against any employee or applicant for employment because of race, color, creed, religion, ancestry, national origin, sex, disability or other handicap, age, marital/family status, or status with regard to public assistance.
4. The CONTRACTOR will use its best efforts to afford minority and women owned business enterprises the maximum practicable opportunity to participate in the performance of this contract. As used in the contract, the term "**minority and female business enterprise**" means a business at least fifty-one (51%) percent owned or controlled by minority groups or women. For the purposes of this definition, "**minority group members**" are Afro-Americans, Spanish-speaking, Spanish surnamed or Spanish heritage Americans, Asian-Americans and American Indians.
5. The CONTRACTOR understands that the work performed under this contract is subject to review and inspection by representatives of HUD and/or other federal, state and local agencies.
6. The CONTRACTOR must be an Equal Opportunity and Affirmative Action Employer.
7. The CONTRACTOR agrees to comply with the requirements of the Secretary of Labor in accordance with the **Davis-Bacon Act** as amended, the provisions of the **Contract Work Hours and Safety Standards Act**, the **Copeland "Anti-Kickback" Act** (40 USC 276a-5; 40 USC 327 and 40 USC 276c) and all other applicable federal, state and local laws and regulations pertaining to labor standard insofar as those acts apply to the performance of this contract. The contractor shall maintain documentation, which demonstrates compliance with hour and wage requirements of the law.
8. The federal copyrights laws will be adhered to and that the CONTRACTOR will comply with the **Clean Water Act** (42 USC 7401 et. seq.), **Federal Water Pollution Control Act**, as amended, 33 USC 1251 et. seq., as amended, 1318 relating to inspection monitoring, entry, reports, and information, as well as other requirements specified in said section 114 and section 308, and all regulations and guidelines issued thereunder, and the **Environmental Protection Agency** (EPA) regulations pursuant to 40 CFR Part 50, as amended.
9. In accordance with the requirements of the **Flood Disaster Protection Act** of 1973, (42 USC 4001), the CONTRACTOR shall assure that for activities located in an area identified by **FEMA**

as having special flood hazards, flood insurance under the **National Flood Insurance Program** is obtained and maintained as a condition of financial assistance for acquisition or construction purposes.

10. The CONTRACTOR agrees to comply with the Historic Preservation requirements set forth in the **National Historic Preservation Act** of 1966, as amended (16 USC 470) and the procedures set forth in 36 CFR, Part 800, Advisory Council of Historic Preservation Procedures for Protection of Historic Properties, insofar as they apply to the performance of this contract.
11. The CONTRACTOR agrees to comply with the Section 3 Clause of the Housing and Urban Development Act of 1968, as amended, 12 U.S.C. 1701u (section 3) as follows:
 - a. The work to be performed under this contract is subject to the requirements of section 3 of the Housing and Urban Development Act of 1968, as amended, 12 U.S.C. 1701u (section 3). The purpose of section 3 is to ensure that employment and other economic opportunities generated by HUD assistance or HUD-assisted projects covered by section 3, shall, to the greatest extent feasible, be directed to low- and very low-income persons, particularly person who are recipients of HUD assistance for housing.
 - b. The parties to this to this contract agree to comply with HUD's regulations in 24 CFR part 135, which implement section 3. As evidenced by their execution of this contract, the parties to this contact certify that they are under no contractual or other impediment that would prevent them from complying with the part 135 regulations.
 - c. The CONTRACTOR agrees to send to each labor organization or representative of workers with which the CONTRACTOR has a collective bargaining agreement or other understanding, if any, a notice advising the labor organization or workers' representative of the CONTRACTOR'S commitments under this section 3 clause, and will post copies of the notice in conspicuous places at the work site where both employees and applicants for training and employment positions can see the notice. The notice shall describe the section 3 preference, shall set forth minimum number and job titles subject to hire, availability of apprenticeship and training positions, the qualifications for each; and the name and location of the person(s) taking applications for each of the positions; and the anticipated date the work shall begin.
 - d. The CONTRACTOR agrees to include this section 3 clause in every subcontract subject to compliance with regulations in 24 CFR part 135, and agrees to take appropriate action, as provided in an applicable provision of the subcontract or in this section 3 clause, upon a finding that the subcontractor is in violation of the regulations in 24 CFR part 135. The CONTRACTOR will not subcontract with any subcontractor where the CONTRACTOR has notice or knowledge that the subcontractor has been found in violation of the regulations in 24 CFR part 135.
 - e. The CONTRACTOR will certify that any vacant employment positions, including training positions, that are filled (1) after the CONTRACTOR is selected but before the contract is executed, and (2) with persons other than those to whom the regulations of 24 CFR part 135 require employment opportunities to

be directed, were not filled to circumvent the CONTRACTOR'S obligations under 24 CFR part 135.

- f. Noncompliance with HUD's regulations in 24 CFR part 135 may result in sanctions, termination of this contract for default, and debarment or suspension from future HUD assisted contracts.

Community Development Block Grant (CDBG) Requirements

EQUAL EMPLOYMENT OPPORTUNITY — COMPLIANCE REQUIREMENT

All bid documents and contracts must include the following, with no modifications or changes:

1. Executive Order 11246 — Equal Employment Opportunity Clause/Certification
2. Notice of Requirement for Affirmative Action to Ensure Equal Employment Opportunity
3. Standard Federal Equal Employment Opportunity Construction Contract Specifications
4. Applicable forms
5. Section 3 Clause and Section 3 Affirmative Action Plan

Two forms must be completed by each contractor/subcontractor and forwarded to the County prior to reimbursement of CDBG funds:

- CONTRACTOR's Certification Concerning Equal Employment Opportunity Requirements: must be incorporated in each fully executed contract/subcontract over \$10,000 and signed by the CONTRACTOR prior to award date (Form 1.EEO).
- Section 3 Affirmative Action Plan: Upon award of a Section 3 covered contract, a preliminary statement of workforce needs to be completed (Form 2.EEO and Forms 3A.EEO, 3B.EEO and 3C.EEO).

Certification of Pre-Construction Conference Agenda

An Agenda for pre-construction conference (EEO.G) can be used as a procedural guide to ensure your compliance with EEO requirements. The conferences should be held with the prime and all subcontractors to be utilized on the job.

At the end of each pre-construction conference held for construction projects exceeding \$10,000, the conductor of each meeting is required to certify that all items contained in the "Agenda for a Pre-Construction Conference Re: EEO" have been covered. This certification is contained in the Pre-Construction Conference Minutes and makes up part of the Davis-Bacon documentation.

(EEO.REQ)
REV. 2/97

Equal Opportunity Clause (Executive Order 11246)

During the performance of this contract, the CONTRACTOR agrees as follows:

1. The CONTRACTOR will not discriminate against any employee or applicant for employment because of race, color, religion, sex or national origin. The CONTRACTOR will take affirmative action to ensure that applicants are employed, and that employees are treated during employment without regard to their race, color, religion, sex or national origin. Such action shall include, but not be limited to, the following: employment, upgrading, demotion or transfer, recruitment or recruitment advertising, layoff or termination, rates of pay or other forms of compensation and selection for training, including apprenticeship. The CONTRACTOR agrees to post, in conspicuous places available to employees and applicants, provisions of this non-discrimination clause.
2. The CONTRACTOR will, in all solicitations or advertisements for employees placed by or on behalf of the CONTRACTOR, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex or national origin.
3. The CONTRACTOR will send to each labor union or representative works with which he has a collective bargaining agreement or other contract or understanding, a notice, to be provided by the agency contracting officer, advising the labor union or workers representative of the CONTRACTOR's commitments under Section 202 of Executive Order No. 11246 of September 24, 1965, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.
4. The CONTRACTOR will comply with all provisions of Executive Order No. 11246 of September 24, 1965, and of the rules, regulations and relevant orders of the Secretary of Labor.
5. The CONTRACTOR will furnish all information and reports required by Executive Order No. 11246 of September 24, 1965, and by the rules, regulations, and orders of the Secretary of Labor, pursuant thereto, and will permit access of his/her books, records and accounts by the contracting agency and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations and orders.
6. In the event of the CONTRACTOR's noncompliance with the non-discrimination clauses of this contract or with any of such rules, regulations or orders, this contract may be canceled, terminated or suspended in whole or in part and the CONTRACTOR may be declared ineligible for further government contracts in accordance with procedures authorized in Executive Order No. 11246 of September 25, 1965, and such other sanctions may be imposed and remedies invoked as provided in Executive Order No. 11246 of September 24, 1965, or by rule, regulations or order of the Secretary of Labor, or as otherwise provided by law.
7. The CONTRACTOR will include the provisions of Paragraphs 1 through 7 in every subcontract or purchase order unless exempted by rules, regulations or orders of the Secretary of Labor issues pursuant to Section 204 of Executive Order No. 11246 of September 24, 1965, so that such provisions will be binding upon each SUBCONTRACTOR or vendor. The CONTRACTOR will take such action with respect to any subcontract or purchase order as the contracting agency may direct as a means of enforcing such provision including sanctions for noncompliance; provided, however, that in the event the CONTRACTOR becomes involved in, or is threatened with, litigation with a SUBCONTRACTOR or vendor as a result of such directions by the contracting agency, the CONTRACTOR may request the United States to enter into such litigation to protect the interests of the United States.

(EEO.A) REV. 3/01

**NOTICE OF REQUIREMENT
FOR AFFIRMATIVE ACTION
TO ENSURE
EQUAL EMPLOYMENT OPPORTUNITY
(EXECUTIVE ORDER 11246)**

1. The offerer's or bidder's attention is called to the "Equal Employment Clause" and the "Standard Federal Equal Employment Opportunity Construction Contract Specifications" set forth herein.
2. The goals and timetables for minority and female participation, expressed in percentage terms for the CONTRACTOR's aggregate workforce in each trade on all construction work in the covered area, are as follows:

Goals for Minority Participation in Each Trade

TIMETABLE	TRADE	GOAL (%)
Until Further Notice	Electricians	17.0-19.0
Until Further Notice	Operating Engineers	16.9-18.0
Until Further Notice	Lathers	18.6-19.6
Until Further Notice	Painters	15.0-17.7
Until Further Notice	Riggers	16.8-17.7
Until Further Notice	Roofers	15.3-16.6
Until Further Notice	Tile, Terrazzo & Marble Workers	16.0-18.5
Until Further Notice	Tile & Marble Helpers	16.0-18.5
Until Further Notice	Tarrazzo Helpers	17.8-19.5
Until Further Notice	All other trades	18.6-20.4

Goals for Female Participation in Each Trade

TIMETABLE	TRADE	GOAL (%)
Until Further Notice	All Trades	17.0-19.0

These goals are applicable to all CONTRACTOR's construction work (whether or not it is Federal or federally assisted) performed in the covered area. The CONTRACTOR'S compliance with the Executive Order and the regulations in 41 CFR Part 60-4 shall be based on its implementation of the Equal Opportunity Clause, specific affirmative action obligations required by the specifications set forth in 41 CFR 60.4.3 (a), and its efforts to meet the goals established for the geographical area where the contract resulting from this solicitation is to be performed. The hours of minority and female employment and training must be substantially uniform throughout the length of the contract, and in each trade, and the CONTRACTOR shall make a good faith effort to employ minorities and women evenly on each of its projects. The transfer of minority or female employees or trainees from CONTRACTOR to CONTRACTOR or from project to project for the sole purpose of meeting the CONTRACTOR's goals shall be a violation of the contract, the Executive Order, and the regulations in 41 CFR Part 60-4. Compliance with the goals will be measured against the total work hours performed.

3. The CONTRACTOR shall provide written notification to the Director of the Office of Federal Contract Compliance Programs within ten (10) working days of award of any construction

subcontract in excess of \$10,000 at any tier for construction work under the contract resulting from this solicitation. The notification shall list the name, address and telephone number of the SUBCONTRACTOR; employer identification number; estimated dollar amount of the subcontract; estimated starting and completion dates of the subcontract and the geographical area in which the contract is to be performed.

4. As used in this Notice, and in the contract resulting from this solicitation, the "covered area" is (cty.nam), Michigan.

(EEO.B)
REV. 3/01

**U.S. DEPARTMENT OF
HOUSING AND URBAN DEVELOPMENT
STANDARD FEDERAL EQUAL EMPLOYMENT
OPPORTUNITY CONSTRUCTION
CONTRACT SPECIFICATIONS
(EXECUTIVE ORDER 11246)**

1. As used in these specifications:
 - a. "Covered area" means the geographical area described in the solicitation from which this contract resulted;
 - b. "Director" means Director, Office of Federal Contract Compliance Programs, United States Department of Labor, or any persons to whom the Director delegates authority;
 - c. "Employer identification number" means the Federal Social Security number used on the Employer's Quarterly Federal Tax Return, U.S. Treasury Department Form 941;
 - d. "Minority" includes:
 - i. Black (all persons having origins in any of the Black African racial groups not of Hispanic origin);
 - ii. Hispanic (all persons of Mexican, Puerto Rican, Cuban, Central or South American or other Spanish Culture or origin, regardless of race);
 - iii. Asian and Pacific Islander (all persons having origins in any of the original peoples of the Far East, Southeast Asia, the Indian Subcontinent, or the Pacific Islands); and
 - iv. American Indian or Alaskan Native (all person having origin in any of the original membership and participation or community identification).
2. Whenever the CONTRACTOR, or any other SUBCONTRACTOR at any tier, subcontracts a portion of the work involving any construction trade, it shall physically include in each subcontract in excess of \$10,000 the provisions of these specifications and the Notice which contains the applicable goals for minority and female participants and which is set forth in the solicitations from which this contract resulted.
3. If the CONTRACTOR is participating (pursuant to 41 CFR 60-4.5) in a Hometown Plan approved by the U.S. Department of Labor in the covered area either individually or through an association, its affirmative action obligations on all work in the Plan area (including goals and timetables) shall be in accordance with that Plan for those trades which have unions participating in the Plan. CONTRACTORS must be able to demonstrate their participation in and compliance with the provisions of any such Hometown Plan. Each CONTRACTOR or SUBCONTRACTOR participating in an approved Plan is individually required to comply with its obligations under the EEO clause, and to make a good faith effort to achieve each goal under the Plan in each trade in which it has employees. The overall good faith performance by other CONTRACTORS or SUBCONTRACTORS toward a goal in an approved Plan does not excuse any covered CONTRACTOR's or SUBCONTRACTOR's failure to take good faith efforts to achieve the Plan goals and timetables.
4. The CONTRACTOR shall implement the specific affirmative action standards provided in paragraphs 7a through p of these specifications. The goals set forth in the solicitation from which this contract resulted are expressed as percentages of the total hours of employment and training of minority and female utilization the CONTRACTOR should reasonably be able to achieve in each construction trade in which it has employees in the covered area. The CONTRACTOR is

expected to make substantially uniform progress toward its goals in each craft during the period specified.

5. Neither the provisions of any collective bargaining agreement, nor the failure by a union with whom the CONTRACTOR has a collective bargaining agreement, to refer either minorities or women shall excuse the CONTRACTOR's obligations under these specifications, Executive Order 11246, or the regulations promulgated pursuant thereto.
6. In order for the nonworking training hours of apprentices and trainees to be counted in meeting the goals, such apprentices and trainees must be employed by the CONTRACTOR during the training period, and the CONTRACTOR must have made a commitment to employ the apprentices and trainees at the completion of their training, subject to the availability of employment opportunities. Trainees must be trained pursuant to training programs approved by the U.S. Department of Labor.
7. The CONTRACTOR shall take specific affirmative actions to ensure equal employment opportunity. The evaluation of the CONTRACTOR's compliance with these specifications shall be based upon its effort to achieve maximum results from its actions. The CONTRACTOR shall document these efforts fully, and shall implement affirmative action steps at least as extensive as the following:
 - a. Ensure and maintain a working environment free of harassment, intimidation and coercion, at all sites, and in all facilities at which the CONTRACTOR's employees are assigned to work. The CONTRACTOR, where possible, will assign two or more women to each construction project. The CONTRACTOR shall specifically ensure that all foreman, superintendents, and other on-site supervisory personnel are aware of and carry out the CONTRACTOR's obligation to maintain such a working environment, with specific attention to minority or female individuals working at such sites or in such facilities.
 - b. Establish and maintain a current list of minority and female recruitment sources, provide written notification to minority and female recruitment sources and to community organizations when the CONTRACTOR or its unions have employment opportunities available, and maintain a record of the organizations' responses.
 - c. Maintain a current file of the names, addresses and telephone numbers of each minority and female off-the-street applicant and minority or female referral from a union, a recruitment source or community organization and of what action was taken with respect to each such individual. If such individual was sent to the union hiring hall for referral and was not referred back to the CONTRACTOR by the union or, if referred, not employed by the CONTRACTOR, this shall be documented in the file with reasons, therefore, along with whatever additional actions the CONTRACTOR may have taken.
 - d. Provide immediate written notification to the Director when the union or unions with which the CONTRACTOR has collective bargaining agreement has not referred to the CONTRACTOR a minority person or woman sent by the CONTRACTOR, or when the CONTRACTOR has other information that the union referral process has impeded the CONTRACTOR's efforts to meet its obligations.
 - e. Develop on-the-job training opportunities and/or participate in training programs for the area which expressly include minorities and women, including upgrading programs and apprenticeship and trainee programs relevant to the CONTRACTOR's employment needs, especially those programs funded or approved by the Department of Labor. The CONTRACTOR shall provide notice of these programs to the sources compiled under 7b above.
 - f. Disseminate the CONTRACTOR's EEO policy by providing notice of the policy to unions and training programs and requesting their cooperation in assisting the CONTRACTOR in meeting its EEO obligations; by including it in any policy

- manual and collective bargaining agreement; by publicizing it in the company newsletter, annual report, etc.; by specific review of policy with all management personnel and with all minority and female employees at least once a year; and by posting the company EEO policy on bulletin boards accessible to all employees at each location where construction work is performed.
- g. Review, at least manually, the company's EEO policy and affirmative action obligations under these specifications with all employees having any responsibility for hiring, assignment, layoff, termination or other employment decisions including specific review of these items with on-site supervisory personnel such as Superintendents, General Foreman, etc., prior to the initiation of construction work at any job site. A written record shall be made and maintained identifying the time and place of these meetings, persons attending, subject matter discussed and disposition of the subject matter.
 - h. Disseminate the CONTRACTOR's EEO policy externally by including it in any advertising in the news media, specifically including minority and female news media, and providing written notification to and discussing the CONTRACTOR's EEO policy with other CONTRACTORS and SUBCONTRACTORS with whom the CONTRACTOR does or anticipates doing business.
 - i. Direct its recruitment efforts, both oral and written, to minority, female and community organizations to schools with minority and female students and to minority and female recruitment and training organizations serving the CONTRACTOR's recruitment area and employment needs. Not later than one month prior to the date for the acceptance of applications for apprenticeship or other training by any recruitment source, the CONTRACTOR shall send written notification to organizations such as the above, describe the openings, screening procedures and tests to be used in the selection process.
 - j. Encourage present minority and female employees to recruit other minority persons and women and, where reasonable, provide after school, summer and vacation employment to minority and female youth, both on the site and in other areas of a CONTRACTOR's workforce.
 - k. Validate all test and other selection requirements where there is an obligation to do so under 41 CFR Part 60-3.
 - l. Conduct, at least annually, an inventory and evaluation at least of all minority and female personnel for promotional opportunities and encourage these employees to see or to prepare for, through appropriate training, etc., such opportunities.
 - m. Ensure that seniority practices, job classifications, work assignments and other personnel practices, do not have a discriminatory effect by continually monitoring all personnel and employment related activities to ensure that the EEO policy and the CONTRACTOR's obligations under these specifications are being carried out.
 - n. Ensure that all facilities and company activities are nonsegregated except that separate or single-user toilet and necessary changing shall be provided to assure privacy between the sexes.
 - o. Document and maintain a record of all solicitations of offers for subcontracts from minority and female construction CONTRACTORS and suppliers, including circulation of solicitations to minority and female CONTRACTOR associations and other business associations.
 - p. Conduct a review, at least annually, of all supervisors' adherence to and performance under the CONTRACTOR's EEO policies and affirmative action obligations.
8. CONTRACTORS are encouraged to participate in voluntary associations which assist in fulfilling one or more of their affirmative action obligations (7a through p). The efforts of a CONTRACTOR association, joint CONTRACTOR-union, CONTRACTOR-community, or other

similar group of which the CONTRACTOR is a member and participant, may be asserted as fulfilling any one or more of its obligations under 7 a through p of these Specifications provided that the CONTRACTOR actively participates in the group, makes every effort to assure that the group has a positive impact on the employment of minorities and women in the industry, ensures that the concrete benefits of the program are reflected in the CONTRACTOR's minority and female workforce participation, makes a good faith effort to meet its individual goals and timetables, and can provide access to documents which demonstrates the effectiveness of actions taken on behalf of the CONTRACTOR. The obligation to comply, however, is the CONTRACTOR's and failure of such a group to fulfill an obligation shall not be a defense for the CONTRACTOR's noncompliance.

9. A single goal for minorities and a separate single goal for women have been established. The CONTRACTOR, however, is required to provide equal employment opportunity and to take affirmative action for all minority groups, male and female, and all women, both minority and nonminority. Consequently, the CONTRACTOR may be in violation of the Executive Order if a particular group is employed in a substantially disparate manner (for example, even though the CONTRACTOR has achieved its goals for women generally, the CONTRACTOR may be in violation of the Executive Order if a specific minority group of women is underutilized).
10. The CONTRACTOR shall not use the goals and timetables or affirmative action standards to discriminate against any person because of race, color, religion, sex or national origin.
11. The CONTRACTOR shall not enter into any subcontract with any person or firm debarred from government contracts pursuant to Executive Order 11246.
12. The CONTRACTOR shall carry out such sanctions and penalties for violation of these specifications and of the Equal Opportunity Clause, including suspension, termination and cancellation of existing subcontracts as may be imposed or ordered pursuant to Executive Order 11246, as amended, and its implementing regulations, by the Office of Federal Contract Compliance Programs. Any CONTRACTOR who fails to carry out such sanctions and penalties shall be in violation of these specifications and Executive Order 11246, as amended.
13. The CONTRACTOR, in fulfilling its obligations under these specifications, shall implement specific affirmative action steps, at least as extensive as those standards prescribed in Paragraph 7 of these specifications, so as to achieve maximum results from its efforts to ensure equal employment opportunity. If the CONTRACTOR fails to comply with the requirements of the Executive Order, the implementing regulations, or these specifications, the Director shall proceed in accordance with 41 CFR 60-4.8.
14. The CONTRACTOR shall designate a responsible official to monitor all employment-related activity to ensure that the company EEO policy is being carried out, to submit reports relating to the provisions hereof as may be required by the government and to keep records. Records shall at least include for each employee the name, address, telephone numbers, construction trade, union affiliation if any, employee identification number when assigned, social security number, race, sex, status (e.g., mechanic, apprentice trainee, helper or laborer), dates of changes in status, hours worked per week in the indicted trade, rate of pay and locations at which the work was performed. Records shall be maintained in an easily understandable and retrievable form; however, to the degree that existing records satisfy this requirement, CONTRACTORS shall not be required to maintain separate records.
15. Nothing herein provided shall be construed as a limitation upon the application of other laws which establish different standards of compliance or upon the application of requirements for the hiring of local or other area residents (e.g., those under the Public Works Employment Act of 1977 and the Community Development Block Grant Program).

(EEO.C)
REV. 3/01
HUD-9819C (9-79)

**ATTACHMENT A
SECTION 3 CLAUSE
24 CFR PART 135.20 AND
HUD GRANT AGREEMENT**

Every applicant, recipient, contracting party, CONTRACTOR and SUBCONTRACTOR shall incorporate, or cause to be incorporated, in all contracts for work in connection with a Section 3 covered project, the following clause (referred to as a Section 3 clause):

- A. The work to be performed under this contract is on a project assisted under a program providing direct Federal financial assistance from the Department of Housing and Urban Development and is subject to the requirements of Section 3 of the Housing and Urban Development Act of 1968, as amended, 12 U.S.C. 1701u. Section 3 requires that, to the greatest extent feasible, opportunities for training and employment be given lower income residents of the project area and contracts for work in connection with the project be awarded to business concerns which are located in or owned in substantial part by persons residing in the area of the project.
- B. The parties to this contract will comply with the provisions of said Section 3 and the regulations issued pursuant thereto by the Secretary of Housing and Urban Development set forth in 24 CFT 135, and all applicable rules and orders of the Department issued thereunder prior to the execution of this contract. The parties to this contract certify and agree that they are under no contractual or other disability which would prevent them from complying with these requirements.
- C. The CONTRACTOR will send to each labor organization or representative of workers with which he has a collective bargaining agreement or other contract or understanding, if any, a notice advising the said labor organization or workers' representative of his commitments under this Section 3 clause and shall post copies of the notice in conspicuous places available to employees and applications for employment or training.
- D. The CONTRACTOR will include this Section 3 clause in every subcontract for work in connection with the project and will, at the direction of the applicant for, or recipient of Federal financial assistance, take appropriate action pursuant to the subcontract upon a finding that the SUBCONTRACTOR is in violation of regulations issued by the Secretary of Housing and Urban Development, 24 CFR 135. The CONTRACTOR will not subcontract with any SUBCONTRACTOR where it has notice or knowledge that the latter has been found in violation of regulations under 24 CFR 135 and will not let any subcontract unless the SUBCONTRACTOR has first provided it with a preliminary statement of ability to comply with the requirements.
- E. Compliance with the provisions of Section 3, the regulations set forth in 24 CFR 135, and all applicable rules and orders of the department issued thereunder prior to the execution of the contract, shall be a condition of the Federal financial assistance provided to the project, binding upon the applicant or recipient, its CONTRACTORS and SUBCONTRACTORS, its successors, and assigns to those sanctions specified by the grant or loan agreement or contract through which Federal assistance is provided and to such sanctions as are specified by 24 CFR 135.

(EEO.D)
REV. 1/93

ATTACHMENT B RESPONSIBILITIES OF COOPERATING MUNICIPALITIES

To fulfill its responsibility in the implementation of Section 3 and the Section 3 Affirmative Action Program of Part C, the cooperating municipalities of Wayne County will take the following steps with respect to Section 3 covered projects to see that opportunity for training and employment be given to lower income residents of the community; and, that contract work be awarded to eligible business concerns that are located in or owned in substantial part by persons residing in the community:

- A. Determination by the municipality of the initial award of a Section 3 covered project contract shall (1) be based in part upon the number of low income residents in the project area trained or employed by the CONTRACTOR and shall (2) be based in part upon whether the business is located in or is substantially owned by residents of the project area as defined in the general paragraph that serves as an introduction to this plan.
- B. The inclusion in Section 3 covered project bid solicitation advertisements of a statement of Section 3 Affirmative Action Policy. Section 3 Affirmative Action Plans are required as part of the bid.
- C. The encouragement of CONTRACTORS to pre-qualify their Section 3 Affirmative Action Plans by stating in bid solicitation advertisements that the relative merits of Section 3 Plans will be considered in determining the lowest and best bids.
- D. The provision of technical assistance by the municipality to CONTRACTORS to facilitate their obligations to meet the Section 3 requirements. Assistance shall include, but not be limited to, the following:
 - External dissemination by the municipality and CONTRACTOR of their Section 3 obligations through (1) media advertisement; (2) the posting of Section 3 notice contained in Part C, Section 2 of this Plan in at least two public places; and (3) notification of Section 3 obligations to local community groups, sponsors of certified apprenticeship training programs, labor unions, local school placement offices and other employment and training institutions that serve the project area.

ATTACHMENT C
GUIDELINES FOR CONTRACTOR'S WRITTEN
SECTION 3 AFFIRMATIVE ACTION PLAN

1. Write out an equal opportunity statement for your company. The policy should include, at a minimum, the following statement:

It is the policy of (name of firm) to provide equal opportunity in its employment and subcontracting. The goals is to prohibit discrimination in employment because of race, color, age, national origin, sex, height, weight, marital status, etc., and to promote the full realization of equal opportunity through a continuing program of affirmative action designed to increase representation in employment to lower income residents.
2. Appoint a top management official of your company to be the equal opportunity employment representative to coordinate company communications, to advise and assist your staff, to serve as contact for any inquiries regarding your affirmative action program and to submit reports as required.
3. Indicate the name, position, address and telephone number of the person appointed.
4. Indicate what steps you have taken or will take to eliminate nondiscrimination in your company in connection with (a) recruitment, (b) hiring, (c) training, (d) placement and promotion, (e) compensation, (f) demotion, layoff or termination, and (g) subcontracting.
5. Complete the following forms:
 - Goals and Timetables (Forms 1A-EEO)
 - Table I — Project Workforce Breakdown (Form 1B-EEO)
 - Table II — Project Workforce Breakdown (Form 1C-EEO)
6. If union agreements are involved, state what action your company will take to gain its cooperation with your affirmative action program. If you do not have union contracts, indicate N/A.
7. This written affirmative action Section 3 Program is to be signed by the company president or his designee above the typed name of the company.

(EEO.F)
REV. 1/93

PART IV

TECHNICAL SPECIFICATIONS

CITY OF LINCOLN PARK

STANDARD GENERAL NOTES

1. All workmanship and materials shall be in accordance with the current standards and specifications of the City of Lincoln Park.
2. The contractor and his subcontractors shall attend a pre-construction meeting at a time and place arranged by the engineer in which various utility companies and governmental agency representatives will be present.
3. After a pre-construction meeting is held, the contractor shall notify the City a minimum of 48 hours prior to the start of construction for inspection.
4. Contractor shall notify Miss Dig for existing utility stake out 72 hours in advance of construction. The project will be billed for excessive stakeouts.
5. Locations and elevations of existing underground utilities as shown on the plans are approximate. No guarantee is either expressed or implied as to the completeness or accuracy thereof. The contractor shall be exclusively responsible for determining and verifying the location, depth, and elevation of existing utilities, and proposed utilities crossing the construction area prior to start of construction. Contractor shall notify engineer if any conflicts are apparent or if locations and depth differ significantly from the plans.
6. All properties or facilities in the surrounding areas, public or private, destroyed or otherwise damaged by the contractors operations shall be replaced or repaired to the satisfaction of the authority having jurisdiction of the property or facility by the contractor at his own expense.
7. Contractor shall provide and maintain all necessary barricades and traffic control devices required by the current standards and specifications of the City of Lincoln Park, other agencies having jurisdiction, and the Michigan Manual of Uniform Traffic Control Devices (MMUTCD).
8. All required soil erosion and sedimentation control measures must be in place prior to starting construction. All installation and maintenance of soil erosion and sedimentation control measures are incidental to the contract.
9. All trenches under or within three (3) feet of existing or proposed pavement, curb, sidewalks, and driveways shall be backfilled with 21A stone (Trench B) and compacted in one (1) foot layers to minimum 95 percent of maximum unit weight. (Modified Proctor).
10. All trenches within or parallel and adjacent to right-of-way, except where 21A stone (Trench B) backfill is required, shall be backfilled with suitable excavated material (excluding blue clay) compacted in one (1) foot layers to minimum 95 percent of maximum unit weight (Modified Proctor). This trench shall be designated Trench "A".
11. All public improvements and private improvements connecting to a public utility and/or right of way shall be field staked under the supervision of a professional engineer or land surveyor licensed to practice in the State of Michigan. **All field staking and layout is to be provided by the Contractor and is to be incidental to the contract.**
12. Four (4) inches of 2NS or pea pebble bedding shall be placed under all utilities and to one (1) foot above the top of the pipe.
13. All public improvements and private improvements connecting to a public utility and/or right of way shall be field staked under the supervision of a professional engineer or land surveyor licensed to practice in the State of Michigan. **All field staking and layout is to be provided by the Contractor and is to be incidental to the contract.**
14. All work within Wayne County and State of Michigan rights-of-way shall be in accordance with County & State specifications. Permits may be required.
15. All disturbed lawn areas shall be restored with 3 inches of topsoil and Excelsior mulch blankets. All mulch blankets are to be supplied and installed as per 2003 MDOT Standards Specifications for Construction under Section 816.

CITY OF LINCOLN PARK

STANDARD SOIL EROSION AND SEDIMENTATION CONTROL NOTES

1. No grubbing, stripping, site balancing, excavation or other earth movement shall begin until an approved soil erosion permit has been obtained from the city building official, a pre-construction meeting has been held, and all temporary soil erosion control measures are in place.
2. All soil erosion control measures shall comply with the current Lincoln Park ordinances, Wayne County Erosion Control Manual, and Part 91, Soil Erosion and Sedimentation Control of 1994, PA 451.
3. All soil, miscellaneous debris, and other material eroded from the site, spilled, dumped, or otherwise deposited on public streets during transit to and from the construction site shall be promptly removed.
4. Discharge waters from pumping operations must be pumped to silt traps or heavily grassed areas.
5. The contractor shall adhere to the following general construction principals:
 - a. Whenever feasible, natural vegetation shall be retained and protected
 - b. Where inadequate vegetation exists, temporary or permanent vegetation shall be established
6. All temporary erosion control measures shall be removed once permanent control measures are fully functional unless ordered by the Engineer to be left in place. Care shall be taken during removal to minimize siltation in nearby drainage courses.
7. All temporary measures shall be left in place until the area is stabilized with permanent measures and/or ordered to be removed by the Engineer.

CITY OF LINCOLN PARK
STANDARD STORM SEWER NOTES

1. Joints for all storm sewer pipe shall be premium joints (rubber O-ring).
2. Joints for all storm sewers 30 inches and larger shall be inside cement pointed and shall have premium joints (rubber O-Ring).
3. All storm sewer pipe 8 inches or larger in diameter shall be ASTM D-3034, pipe stiffness per ASTM D-2412, minimum thickness Solid Wall Pipe SDR 23.5 (153psi). Where storm sewer replacement occurs, connection of the new storm sewer piping to the existing storm sewer piping shall be made with appropriately sized Fernco couplings (or equal). All work for the connection of the new storm sewer piping to the existing storm sewer piping shall be incidental to the storm sewer piping payment items.
4. All road catchbasins and inlets shall have 6 inch edgedrains 10 feet each way from the structure parallel to the curb in a 24 inch wide trench, filled with pea gravel from a minimum of 4 inches below the pipe to the pavement base. The pipe shall be a minimum of 1 ½ feet below the bottom of the pavement and wrapped in an approved soil filtration fabric. All edgedrains shall have a plug or cap at the upstream end.
5. All construction shall conform to current City of Lincoln Park Detailed Specifications for Storm Sewer.
6. All storm sewer catch basin castings shall be East Jordan Iron Works Model No. 5080 with type M1 grate.
7. Any catch basin or manhole structures that are covered by steel plates, the steel plates shall be collected by the Contractor and transported to City of Lincoln Park Department of Public Services yard. This work shall be incidental to the contract.

CITY OF LINCOLN PARK

STANDARD PAVING AND PAVEMENT REPLACEMENT NOTES

1. All construction shall conform to current City of Lincoln Park Specifications for Paving.
2. Compaction of all pavement subbase to be minimum 95% of maximum unit weight (Modified Proctor) prior to placement of concrete pavement. No paving shall take place prior to the successful testing of the compaction of the backfill and/or subbase.
3. All radii at intersections are to be 25 feet unless otherwise noted or as directed by the City Engineer.
4. All concrete shall have a minimum cement content of six (6) sacks per cubic yard, a slump of 2 to 4 inches, an air content of 5.5 ± 1.5 percent and a 28 day minimum compressive strength of 3,500 psi. The concrete shall consist of 6AA coarse aggregate, 2NS fine aggregate and Type 1A (Air-Entrained) Portland Cement conforming to ASTM C-150. Slag is not permitted.
5. The contractor shall submit, prior to the pre-construction meeting, a concrete mix design from the supplier and a 21A stone sample for approval by the City Engineer.
6. New road pavement shall be as described in the plans and/or specifications. New driveway pavement shall be 6" thick concrete with thickened edges unless otherwise noted.
7. Contractor must give residents advance notice prior to the removal of driveways.
8. Existing concrete pavement and curb sections shall be saw cut the full depth of the pavement prior to their removal.
9. Any excavation necessary to install replacement pavement at the proposed grades shall be performed by the contractor.
10. If the pavement is being replaced, the minimum thickness of replacement concrete allowed for roadways is 8 inches.
11. If the drive approach or sidewalk located in the approach is being replaced, the minimum thickness of replacement concrete is 6 inches. If the sidewalk is located outside the approach, the minimum thickness of concrete allowed is 4 inches.
12. All replacement pavement for roadways be placed on 8 inches of 21A stone; 6 inches of 21A stone for driveways and sidewalks located in drive approaches, and 4 inches of Class II Sand for sidewalks not located in drive approaches.
13. Before placing the replacement pavement, the contractor shall install ½" diameter hook bolts and anchors (Philip Red Heads or approved equal) into the existing pavement. These bolts shall be placed at a minimum of 2 feet (center to center).
14. 21A stone, compacted in place to minimum 95% of maximum unit weight (Modified Proctor), shall be placed where additional base is required to meet proposed pavement grades.

CITY OF LINCOLN PARK

STANDARD PAVING AND PAVEMENT REPLACEMENT NOTES

15. The contractor shall remove unsatisfactory subgrade as determined by the City Engineer and replace the unsatisfactory subgrade with 21A stone compacted to minimum 95% of maximum unit weight (Modified Proctor). This item to be compensated as “Subgrade Undercutting (CIP)” as described in the proposal.
16. All joints in concrete pavement areas, including curb and gutter, shall be sealed with hot-poured, elastic-type compound, approved by the City Engineer and is incidental to the contract.
17. Contractor shall protect all trees and shall be responsible for replacing any trees damaged by his operations.
18. All disturbed lawn areas shall be restored with 3 inches of topsoil and Excelsior mulch blankets. All mulch blankets are to be supplied and installed as per 2003 MDOT Standards Specifications for Construction under Section 816.
19. It shall be the responsibility of the paving contractor to adjust the top of all existing structures (sewers, manholes, catch basins, inlets, gatewells, etc., except hydrants) to the final grade as required by the City of Lincoln Park or as directed by the City Engineer.

PART V
SPECIAL PROVISIONS

**SPECIAL PROVISION
FOR
UTILITY COORDINATION**

1 OF 1

DECEMBER 1997

Description

For protection of underground utilities and in conformance with Public Act 53, the contractor shall dial 1-800-482-7171 a minimum of three working days, excluding Saturdays, Sundays, and holidays prior to beginning each excavation in areas where public utilities have not been previously located. Members will thus be routinely notified. This does not relieve the contractor of the responsibility of notifying utility owners who may not be a part of the "Miss Dig" alert system.

Public Utilities

The following Public utilities have facilities located within the Right-of-Way:

City of Lincoln Park	313/386-9000
DTE Energy	734/397-4343
DTE Energy – Michcon	313/388-6114
Ameritech	313/389-9829

The owners of existing service facilities that are within grading or structure limits will move them to locations designated by the Engineer or will remove them entirely from the street Right-of-Way. Owners of Public Utilities will not be required by the County/City to move additional poles or structures in order to facilitate the operation of construction equipment unless it is determined by the Engineer that such poles or structures constitute a hazard to the public or are extraordinarily dangerous to the Contractor's operations.

No additional compensation will be paid to the Contractor for delays due to material shortages or other reasons beyond the control of the County/City, or for delays on construction due to the encountering of existing utilities that are, or are not, shown on the plans.

Work stoppages by employees of utility companies which result in a delay of utility revisions on any portion of this project may be considered the basis for a claim for an extension of time for completion, but will not be considered the basis for a claim for extra compensation or an adjustment in contract unit prices.

If any utility companies and/or governmental agencies require any fees for items such as plan review, inspection, permitting, testing, staking, etc., these fees shall be paid by the contractor, shall be included in the unit prices of the contract, and at no additional cost to the city.

PART VI

MEASURE & METHOD OF PAYMENT

MEASURE & METHOD OF PAYMENT

GENERAL

A. PRICES AND MEASUREMENTS:

Payment for work under this contract will be based on a unit price or lump sum for work actually completed. Final measurements of the work will be made and recorded by the Engineer to determine the amount of work done and thereby determine the total cost. The method of applying the unit prices to measured quantities will be as herein specified. Payment will include the cost of all labor, tools, materials, and equipment necessary to do the work.

Several items may have been included in the bid form but may be deemed unnecessary during the construction process. These items have been included in order to establish a unit price in the event that the item of work is necessary. The Contractor should be aware that these items may increase, decrease, or be zero based on field conditions, or Owner direction. No alteration of unit price will be considered as a result of the reduction of any bid items.

B. INCIDENTAL ITEMS:

Any items of work indicated as incidental or included shall be considered as part of the project work and shall be completed at no additional expense to the Owner. Incidental or included items shall include labor, materials, and equipment that may not be specifically listed in the Bid Form or in the drawings or specifications, but which are necessary to complete the work.

REMOVE & REPLACE CONCRETE SIDEWALK & HANDICAP RAMPS (all thicknesses)

Item will be measured by square feet, or fraction thereof, which price per square foot shall be considered payment in full for all necessary excavation, removal, and proper disposal of the existing pavement and surplus materials as directed by the Engineer. Replacement of any existing base material removed when removing pavement will be completed at the Contractor's expense. The limits for the sidewalk replacement are to be to the key flag, including the key flag, at each corner of the intersection or as marked in the field by the OWNER.

Concrete sidewalks will be measured and paid for on the basis of the in-place area in square feet. The payment for installing handicap ramps will not be paid for separately, but shall be included in the price for "Remove & Replace Sidewalk (typ.)". This shall include all labor, material, and equipment required to complete the work as specified.

The installation of the 21A crushed lime stone base (CIP) under the sidewalk including all labor, material, and equipment, shall not be paid separately, but shall be included in the pay item "Remove & Replace Sidewalk (typ.)."

The costs associated with striping and disposing of existing vegetation and topsoil and excavating and installing the sidewalk and base as specified will not be paid for separately, but shall be included in the pay item "Remove & Replace Sidewalk (typ.)". The costs shall then include all labor, material, and equipment required to complete the work as specified.

The installation and sealing of all joints for the sidewalk including all labor, material, and equipment, shall be incidental to the contract and included in the pay item "Remove & Replace Sidewalk (typ.)".

Sidewalk ramp installation shall be per current Americans with Disabilities Act (ADA) standards and shall include the installation of the Detectible Warning Devices.

MEASURE & METHOD OF PAYMENT

REMOVE & REPLACE CONCRETE SIDEWALK (all thicknesses) – CONT'D

All costs associated with installing sidewalks, including ramps, that were removed as part of the project, with new concrete pavement, will not be paid separately, but shall be included in the pay item "Remove & Replace Sidewalk (typ)."

<u>Pay Item</u>	<u>Pay Unit</u>
Remove & Replace Drive Sidewalk (Thickness)	SFT
Remove & Replace Sidewalk & Handicap Ramps (Thickness)	SFT

REMOVE & REPLACE CONCRETE PAVEMENT, 8" W/INTEGRAL CURB & GUTTER REMOVE & REPLACE CONCRETE PAVEMENT, 9" W/INTEGRAL CURB & GUTTER

"Remove & Replace Concrete Pavement, 8" w/Integral Curb & Gutter" and "Remove & Replace Concrete Pavement, 9" w/Integral Curb & Gutter" shall be considered payment in full for all necessary sawcutting excavation, removal, and proper disposal of the existing concrete pavement, asphalt cap, integral curb and surplus materials as directed by the Engineer. Replacement of any existing base material removed when removing pavement will be completed at the Contractor's expense. The limits for the pavement replacement for each intersection are to be to the spring point in each direction or as marked by the OWNER in the field.

All costs associated with the removal of pavement shall not be paid separately, but shall be included in the pay items "Remove & Replace Concrete Pavement, 8"/9" w/Integral Curb & Gutter (typ)."

"Remove & Replace Concrete Pavement, 8"/9" w/Integral Curb & Gutter" of the type specified, will be measured by area in square yards in place. The contract unit price each shall be payment in full for all labor, materials, and equipment required to complete the work as specified.

Payment for work associated with backfilling behind the curb with approved clay material and as shown in the plans and directed by the engineer will not be paid for separately, but shall be included in the pay item "Remove & Replace Concrete Pavement, 8" w/Integral Curb & Gutter (typ)."

Payment for work associated with the installation of expansion, contraction, and transverse expansion joints will not be paid for separately, but shall be included in the pay item Remove & Replace Concrete Pavement, 8"/9" w/Integral Curb & Gutter (typ)". Joints for the intersection shall be installed per the City Standard Details.

Payment for work associated with the construction and sealing of all other longitudinal and transverse joints will not be paid separately, but shall be included in the pay item "Remove & Replace Concrete Pavement, 8"/9" w/Integral Curb & Gutter (typ)."

Payment for work associated with the installation of transverse end-of-pour joints, including sealants, at concrete pavement gaps and temporary transition tapers will not be separately, but shall be included in the pay item "Remove & Replace Concrete Pavement, 8"/9" w/Integral Curb & Gutter (typ)."

Payment for work associated with the installation of transverse plane of weakness joints, including sealants, will not be paid for separately, but shall be included in the pay item "Remove & Replace Concrete Pavement, 8"/9" w/Integral Curb & Gutter (typ)."

Payment for work associated with the installation of external Longitudinal Joints, including sealants, will not be paid for separately, but shall be included in the pay item "Remove & Replace Concrete Pavement, 8"/9" w/Integral Curb & Gutter (typ)."

The price for final adjustment of the structures located in the pavement will not be paid for separately, but shall be included in the pay item "Remove & Replace Concrete Pavement, 8"/9" w/Integral Curb & Gutter (typ)".

Concrete pavement gapping, as directed by the Engineer, will not be paid for separately and shall be included in the pay item "Remove & Replace Concrete Pavement, 8" w/Integral Curb & Gutter (typ)."

<u>Pay Item</u>	<u>Pay Unit</u>
Remove & Replace Concrete Pavement, 8" w/Integral Curb & Gutter (typ)	SYD
Remove & Replace Concrete Pavement, 9" w/Integral Curb & Gutter (typ)	SYD

SUBGRADE UNDERCUTTING (CIP)

"Subgrade Undercutting (CIP)" shall be the removal and disposal of existing earth located immediately beneath or within the influence of pavement to be removed as part of this project. The limits of the subgrade undercutting will be as determined by the City Engineer and shall include soils deemed unsuitable as subbase material, such as topsoil, blue clay, peat or other organics or saturated soils. Upon removal and disposal of undercut soils, the Contractor shall backfill the undercut area with 21A stone as described herein.

The pay item for subgrade undercutting includes only the removal and disposal of unsuitable soils. Fill shall be paid for under the "21A Stone" pay item.

<u>Pay Item</u>	<u>Pay Unit</u>
Subgrade Undercutting (CIP)	CYD

21A STONE

"21A Stone" shall be considered payment in full for all labor, materials, and equipment necessary to place, grade and compact the aggregate base course materials, including any necessary surplus materials as directed by the Engineer. Any earth excavation, subgrade preparation, or material disposal that is required for the aggregate base course material placement shall be considered as incidental to the work unless separate pay items have been included in the Bid Form.

"21A Stone" shall be measured in tons based upon certified weight delivery tickets. The aggregate base course material shall consist of 21A stone aggregate, placed in two (2) foot lifts, and compacted to minimum 95% of maximum unit weight, as directed by the Engineer.

<u>Pay Item</u>	<u>Pay Unit</u>
21A Stone	TON

REMOVE & REPLACE CATCH BASIN STRUCTURES (3' DIAM)

"Remove & Replace Catch Basin Structures (3' Diam.)" will provide for complete removal and disposal of existing brick/block drainage structures and replacement with 3 foot diameter pre-cast concrete catch basins, with 2 foot sumps. Existing castings will be salvaged by the Contractor and delivered to the City of Lincoln Park Department of Public Services yard at no additional cost to the City.

Construction of the new pre-cast concrete structures shall comply with City of Lincoln Park standard storm sewer details for 3 foot diameter pre-cast catch basins. Installation of 20 lineal feet of 6-inch edgedrain,

wrapped and bedded in peastone shall be included in this work item and shall be incidental to the price of this item.

Removal and replacement of up to 6 lineal feet of existing storm sewer lead to each respective structure shall be included in the price for "Remove & Replace Catch Basin Structures (3' Diam.)", including connection to existing sewer pipe with Fernco couplings (or equal). Catch basins shall be constructed to the location and elevations noted on the drawing outlining construction of the Ford & Abbott intersection which is part of these bid documents.

Installation of 6-inch edgedrain shall be constructed in accordance with Section 404 of the 2003 Michigan Department of Transportation Standard Specifications for Construction, except as herein provided:

a. **Materials**

Granular Material Class 1A, Pea Pebble, specified below, shall be used as trench fill material with Edgedrain, 6 inch, Modified as called for as described herein or as directed by the Engineer.

Granular Material Class 1A, Pea Pebble GRADING REQUIREMENTS								
Material	Total Percent Passing (Sieve Size)							
	3"	2 1/2"	2"	1"	1/2"	No. 4	No. 8	Loss by Washing
Class 1A	*	*	100	95-100	75-100	0-65	0-15	0-5

Crushed material shall be limited to 5% maximum.

b. **Construction**

Edgedrain, 6 inch, modified, shall be constructed per the detail shown on plan or as directed by the Engineer.

Backfill material shall consist of 21A stone aggregate, placed in two (2) foot lifts, compacted to a minimum 95% of maximum unit weight, as directed by the City Engineer and shall be incidental to the cost of "Remove & Replace Catch Basin Structures (3' Diam.)".

Pay Item

Pay Unit

Remove & Replace Catch Basin Structures (3' Diam.)

EA

REMOVE & REPLACE CATCH BASIN STRUCTURES (4' DIAM)

"Remove & Replace Catch Basin Structures (4' Diam.)" will provide for complete removal and disposal of existing brick/block drainage structures and replacement with 4 foot diameter pre-cast concrete catch basins, with 2 foot sumps. Existing castings will be salvaged by the Contractor and delivered to the City of Lincoln Park Department of Public Services yard at no additional cost to the City.

Construction of the new pre-cast concrete structures shall comply with City of Lincoln Park standard storm sewer details for 4 foot diameter pre-cast catch basins. Installation of 20 lineal feet of 6-inch edgedrain, wrapped and bedded in peastone shall be included in this work item and shall be incidental to the price of this item.

Removal and replacement of up to 6 lineal feet of existing storm sewer lead to each respective structure shall be included in the price for "Remove & Replace Catch Basin Structures (4' Diam.)", including connection to existing sewer pipe with Fernco couplings (or equal). Catch basins shall be constructed to the location and elevations noted on the drawing outlining construction of the Ford & Abbott intersection which is part of these bid documents.

Installation of 6-inch edgedrain shall be constructed in accordance with Section 404 of the 2003 Michigan Department of Transportation Standard Specifications for Construction, except as herein provided:

a. **Materials**

Granular Material Class 1A, Pea Pebble, specified below, shall be used as trench fill material with Edgedrain, 6 inch, Modified as called for as described herein or as directed by the Engineer.

Granular Material Class 1A, Pea Pebble GRADING REQUIREMENTS								
Material	Total Percent Passing (Sieve Size)							
	3"	2 1/2"	2"	1"	1/2"	No. 4	No. 8	Loss by Washing
Class 1A	*	*	100	95-100	75-100	0-65	0-15	0-5

Crushed material shall be limited to 5% maximum.

b. **Construction**

Edgedrain, 6 inch, modified, shall be constructed per the detail shown on plan or as directed by the Engineer.

Backfill material shall consist of 21A stone aggregate, placed in two (2) foot lifts, compacted to a minimum 95% of maximum unit weight, as directed by the City Engineer and shall be incidental to the cost of "Remove & Replace Catch Basin Structures (4' Diam.)".

Pay Item

Pay Unit

Remove & Replace Catch Basin Structures (4' Diam.)

EA

CASTING REPLACEMENT

“Casting Replacement” shall be considered payment in full for all necessary excavation, removal, proper disposal of the existing structure casting, and replacement of new structure casting and surplus materials as directed by the Engineer. Where required, new castings including frames and grates or lids as described herein shall be furnished and placed on new or existing structures in full mortar beds set to the required elevation or as directed by the City Engineer. All storm sewer catch basin castings shall be East Jordan Iron Works Model No. 5080 with Type M1 grate.

<u>Pay Item</u>	<u>Pay Unit</u>
Casting Replacement	EA

CASTING ADJUSTMENT / RESETTING

“Casting Adjustment / Resetting” shall be considered payment in full for all necessary excavation, removal, and proper adjustment of existing casting structure to the required elevation, including any necessary surplus materials, as directed by the Engineer. Where required, existing castings including frames and grates or lids as described herein shall be removed and replaced on appropriate structures in full mortar beds set to the required elevation or as directed by the City Engineer.

<u>Pay Item</u>	<u>Pay Unit</u>
Casting Adjustment / Resetting	EA

STRUCTURE STEP REPLACEMENT

"Structure Step Replacement" will be measured by each step replaced and/or installed inside of each structure, as herein before specified or as directed by the Engineer. The contract unit price shall be payment in full for all labor, material and equipment necessary to completely remove the existing structure step, replace the step and any other grouting, chiseling and cutting shall be considered incidental to the unit price. The steps shall be made of colypolymer polypropylene plastic with ½” steel reinforcement installed 16 inches on center. The steps shall be installed as directed by the City Engineer.

<u>Pay Item</u>	<u>Pay Unit</u>
Structure Step Replacement	EA

REPLACE 8-INCH DIAM. STORM SEWER, SDR 23.5

"Replace 8-Inch Diam. Storm Sewer, SDR 23.5" will be measured in linear feet for that portion of existing 8-inch storm sewer requiring replacement due full structure replacement.

"Replace 8-Inch Diam. Storm Sewer, SDR 23.5" will be paid for at the contract unit price per linear foot, which price shall be payment in full for furnishing the materials and fittings and for all necessary excavation, backfilling, disposal of surplus material, and clean out, as herein before specified or directed by the Engineer.

<u>Pay Item</u>	<u>Pay Unit</u>
Replace 8-Inch Diam. Storm Sewer, SDR 23.5	LFT

REPLACE 12-INCH DIAM. STORM SEWER, C-76-IV

"Replace 12-Inch Diam. Storm Sewer, C-76-IV" will be measured in linear feet for that portion of existing 12-inch storm sewer requiring replacement due full structure replacement.

"Replace 12-Inch Diam. Storm Sewer, C-76-IV" will be paid for at the contract unit price per linear foot, which price shall be payment in full for furnishing the materials and fittings and for all necessary excavation, backfilling, disposal of surplus material, and clean out, as herein before specified or directed by the Engineer.

<u>Pay Item</u>	<u>Pay Unit</u>
Replace 12-Inch Diam. Storm Sewer, C-76-IV	LFT

RESTORATION

Restoration shall be per lump sum over the entire project. The completed work shall include all materials, labor, equipment required to install furnished topsoil (3 inches), and Excelsior mulch blankets. All mulch blankets are to be supplied and installed as per 2003 MDOT Standards Specifications for Construction under Section 816.

Payment for work associated with adjusting or relocating sprinkler heads or monument boxes will not be paid separately, but will be included in the costs for "Restoration (type)."

Payment work associated with backfilling and restoring of the area of a drive approach that was removed with the project will not be paid separately, but shall be included in the pay item "Restoration (type)."

<u>Pay Item</u>	<u>Pay Unit</u>
Restoration (type)	LSUM

TRAFFIC MAINTENANCE AND CONTROL

"Traffic Maintenance and Control," as herein specified, will be paid for with a lump sum price. This price shall include the installation, operation, inspection, maintenance (cleaning), repositioning, and removal of all devices.

It is the contractor's responsibility to determine the estimate of quantities for traffic maintenance and control for this project and any additional signing or maintaining traffic devices required to expedite the construction shall be at the Contractor's expense. Payment for "Traffic Maintenance and Control" will be based upon the percent completion of the entire project as approved by the Engineer and shall not exceed 10% of the total project bid amount. This approval will be based upon the review and approval of the Contractor's Application for Payment.

<u>Pay Item</u>	<u>Pay Unit</u>
Traffic Maintenance and Control	LSUM

MDOT 21AA SUBBASE (CIP)

“MDOT 21AA” Subbase shall be considered payment in full for all labor, materials, and equipment necessary to place, grade and compact the aggregate subbase material, as directed by the Engineer. Any earth excavation, subgrade preparation, or material disposal that is required for the placement of the aggregate subbase material shall be considered as incidental to the work unless separate pay items have been included in the Bid Form.

“MDOT 21AA Subbase” shall be measured in square feet as measured after placement and compaction, by the engineer. The aggregate base course material shall consist of 21AA stone aggregate and compacted to minimum 95% of maximum unit weight, as directed by the Engineer.

<u>Pay Item</u>	<u>Pay Unit</u>
MDOT 21AA Subbase	SFT

SOIL EROSION AND SEDIMENTATION CONTROL

Payment for this work shall be included in the pay items of the contract and include all labor, material, and equipment necessary to perform the work as called for in the plans and specifications.

Maintenance and removal of all measures will not be paid for separately, but will be included in the pay items of the Contract.

Clean out of the sediment in the drainage structures after the project is completed will not be paid for separately, but will be included in the pay items of the contract.

PROJECT CLEANUP

Payment for this work shall not be paid for separately, but shall be included in the pay items of the contract and include all labor, material, and equipment necessary to perform the work.

Clean out of all sediment in all reconstructed drainage structures after project completion is a required component and shall be considered incidental to the contract.

MISCELLANEOUS

The completion of the earthwork, as specified, will not be paid separately, but will be included in the pay items of the contract.

The removal and disposal of unsuitable material below the bottom elevation of the aggregate base, as determine by the owner, will not be paid separately, but will be included in the pay item “Subgrade Undercutting.”

The hauling and installation of any off-site material that may be required for road embankment will not be paid for separately, but will be included in pay items of the contract.

PART VII

SUPPLEMENTAL SPECIFICATIONS

**SUPPLEMENTAL SPECIFICATION
FOR
TRAFFIC MAINTENANCE AND CONTROL**

1 of 1

AUGUST 2005

Traffic Restrictions

By city ordinance, work must be completed between the hours of 7:00 a.m. and 8:00 p.m., Monday – Saturday and no work can be completed on Sundays, unless approved otherwise by the OWNER.

Stage Construction

Intersection shall be completed simultaneously. The CONTRACTOR shall at all times maintain traffic through half the intersections. The CONTRACTOR as determined by the OWNER shall install all necessary and proper temporary traffic barricades.

Temporary Special Access During Construction:

As determined necessary by the OWNER, the contractor shall provide temporary access to special needs residents. The work for providing temporary access shall be completed as described under the special provision and paid for under the Measure & Method of Payment item titled, “Maintenance Aggregate, 21AA.”

**SUPPLEMENTAL SPECIFICATIONS
FOR
CONCRETE PAVEMENT JOINTS**

1 of 1

AUGUST 2005

Description

This work shall be completed in accordance with the City of Lincoln Park's Standard Specifications.

1. The contractor shall install all pavement joints per the latest "Design and Construction of Joints for Concrete Streets" and "Intersection Joint Layout" Informational Bulletins published by the American Concrete Pavement Association, except as herein specified.
2. Unless otherwise shown on the plans or approved by the engineer prior to the placement of the concrete pavement, listed below are the spacing distance for pavement joints.
 - a. Transverse contraction joints shall be spaced evenly at a maximum distance of 14 feet.
 - b. Longitudinal lane tie joints shall be placed as follows:
 - i. Road width 27 feet (b/b) – 7.5 feet from centerline
 - ii. Road width 29 feet (b/b) – 7.5 feet from centerline
 - iii. Road width 31 feet (b/b) – 8 feet from centerline
 - iv. Road width 42 feet (b/b) – 12 feet from centerline
 - v. All other road widths to be approved by the engineer prior to the placement of the concrete pavement.
 - c. The need for a load transfer assembly at the transverse contraction joints or expansion joints will be shown on the plans or determined by the engineer prior to the placement of the concrete pavement.
 - d. Where transversely butting against existing concrete pavement, the contractor shall install hook bolts to the existing pavement per the City of Lincoln Park Standard Paving and Pavement Replacement Notes. Expansion joints at transverse butt joints will not be accepted.

Applicability

The Project or Program to which the construction work covered by this contract pertains is being assisted by the United States of America and the following Federal Labor Standards Provisions are included in this Contract pursuant to the provisions applicable to such Federal assistance.

A. 1. (i) Minimum Wages. All laborers and mechanics employed or working upon the site of the work, will be paid unconditionally and not less often than once a week, and without subsequent deduction or rebate on any account (except such payroll deductions as are permitted by regulations issued by the Secretary of Labor under the Copeland Act (29 CFR Part 3), the full amount of wages and bona fide fringe benefits (or cash equivalents thereof) due at time of payment computed at rates not less than those contained in the wage determination of the Secretary of Labor which is attached hereto and made a part hereof, regardless of any contractual relationship which may be alleged to exist between the contractor and such laborers and mechanics. Contributions made or costs reasonably anticipated for bona fide fringe benefits under Section I(b)(2) of the Davis-Bacon Act on behalf of laborers or mechanics are considered wages paid to such laborers or mechanics, subject to the provisions of 29 CFR 5.5(a)(1)(iv); also, regular contributions made or costs incurred for more than a weekly period (but not less often than quarterly) under plans, funds, or programs, which cover the particular weekly period, are deemed to be constructively made or incurred during such weekly period. Such laborers and mechanics shall be paid the appropriate wage rate and fringe benefits on the wage determination for the classification of work actually performed, without regard to skill, except as provided in 29 CFR 5.5(a)(4). Laborers or mechanics performing work in more than one classification may be compensated at the rate specified for each classification for the time actually worked therein: Provided, That the employer's payroll records accurately set forth the time spent in each classification in which work is performed. The wage determination (including any additional classification and wage rates conformed under 29 CFR 5.5(a)(1)(ii) and the Davis-Bacon poster (WH-1321) shall be posted at all times by the contractor and its subcontractors at the site of the work in a prominent and accessible, place where it can be easily seen by the workers.

(ii) (a) Any class of laborers or mechanics which is not listed in the wage determination and which is to be employed under the contract shall be classified in conformance with the wage determination. HUD shall approve an additional classification and wage rate and fringe benefits therefor only when the following criteria have been met:

(1) The work to be performed by the classification requested is not performed by a classification in the wage determination; and

(2) The classification is utilized in the area by the construction industry; and

(3) The proposed wage rate, including any bona fide fringe benefits, bears a reasonable relationship to the wage rates contained in the wage determination.

(b) If the contractor and the laborers and mechanics to be employed in the classification (if known), or their representatives, and HUD or its designee agree on the classification and wage rate (including the amount designated for fringe benefits where appropriate), a report of the action taken shall be sent by HUD or its designee to the Administrator of the Wage and Hour Division, Employment Standards Administration, U.S. Department of Labor, Washington, D.C. 20210. The Administrator, or an authorized representative, will approve, modify, or disapprove every additional classification action within 30 days of receipt and so advise HUD or its designee or will notify HUD or its designee within the 30-day period that additional time is necessary. (Approved by the Office of Management and Budget under OMB control number 1215-0140.)

(c) In the event the contractor, the laborers or mechanics to be employed in the classification or their representatives, and HUD or its designee do not agree on the proposed classification and wage rate (including the amount designated for fringe benefits, where appropriate), HUD or its designee shall refer the questions, including the views of all interested parties and the recommendation of HUD or its designee, to the Administrator for determination. The Administrator, or an authorized representative, will issue a determination within 30 days of receipt and so advise HUD or its designee or will notify HUD or its designee within the 30-day period that additional time is necessary. (Approved by the Office of Management and Budget under OMB Control Number 1215-0140.)

(d) The wage rate (including fringe benefits where appropriate) determined pursuant to subparagraphs (1)(ii)(b) or (c) of this paragraph, shall be paid to all workers performing work in the classification under this contract from the first day on which work is performed in the classification.

(iii) Whenever the minimum wage rate prescribed in the contract for a class of laborers or mechanics includes a fringe benefit which is not expressed as an hourly rate, the contractor shall either pay the benefit as stated in the wage determination or shall pay another bona fide fringe benefit or an hourly cash equivalent thereof.

(iv) If the contractor does not make payments to a trustee or other third person, the contractor may consider as part

of the wages of any laborer or mechanic the amount of any costs reasonably anticipated in providing bona fide fringe benefits under a plan or program, Provided, That the Secretary of Labor has found, upon the written request of the contractor, that the applicable standards of the Davis-Bacon Act have been met. The Secretary of Labor may require the contractor to set aside in a separate account assets for the meeting of obligations under the plan or program. (Approved by the Office of Management and Budget under OMB Control Number 1215-0140.)

2. Withholding. HUD or its designee shall upon its own action or upon written request of an authorized representative of the Department of Labor withhold or cause to be withheld from the contractor under this contract or any other Federal contract with the same prime contractor, or any other Federally-assisted contract subject to Davis-Bacon prevailing wage requirements, which is held by the same prime contractor so much of the accrued payments or advances as may be considered necessary to pay laborers and mechanics, including apprentices, trainees and helpers, employed by the contractor or any subcontractor the full amount of wages required by the contract. In the event of failure to pay any laborer or mechanic, including any apprentice, trainee or helper, employed or working on the site of the work, all or part of the wages required by the contract, HUD or its designee may, after written notice to the contractor, sponsor, applicant, or owner, take such action as may be necessary to cause the suspension of any further payment, advance, or guarantee of funds until such violations have ceased. HUD or its designee may, after written notice to the contractor, disburse such amounts withheld for and on account of the contractor or subcontractor to the respective employees to whom they are due. The Comptroller General shall make such disbursements in the case of direct Davis-Bacon Act contracts.

3. (i) Payrolls and basic records. Payrolls and basic records relating thereto shall be maintained by the contractor during the course of the work preserved for a period of three years thereafter for all laborers and mechanics working at the site of the work. Such records shall contain the name, address, and social security number of each such worker, his or her correct classification, hourly rates of wages paid (including rates of contributions or costs anticipated for bona fide fringe benefits or cash equivalents thereof of the types described in Section 1(b)(2)(B) of the Davis-bacon Act), daily and weekly number of hours worked, deductions made and actual wages paid. Whenever the Secretary of Labor has found under 29 CFR 5.5 (a)(1)(iv) that the wages of any laborer or mechanic include the amount of any costs reasonably anticipated in providing benefits under a plan or program described in Section 1(b)(2)(B) of the Davis-Bacon Act, the contractor shall maintain records which show that the commitment to provide such benefits is enforceable, that the plan or program is financially responsible, and that the plan or program has been

communicated in writing to the laborers or mechanics affected, and records which show the costs anticipated or the actual cost incurred in providing such benefits. Contractors employing apprentices or trainees under approved programs shall maintain written evidence of the registration of apprenticeship programs and certification of trainee programs, the registration of the apprentices and trainees, and the ratios and wage rates prescribed in the applicable programs. (Approved by the Office of Management and Budget under OMB Control Numbers 1215-0140 and 1215-0017.)

(ii) (a) The contractor shall submit weekly for each week in which any contract work is performed a copy of all payrolls to HUD or its designee if the agency is a party to the contract, but if the agency is not such a party, the contractor will submit the payrolls to the applicant sponsor, or owner, as the case may be, for transmission to HUD or its designee. The payrolls submitted shall set out accurately and completely all of the information required to be maintained under 29 CFR 5.5(a)(3)(i) except that full social security numbers and home addresses shall not be included on weekly transmittals. Instead the payrolls shall only need to include an individually identifying number for each employee (e.g., the last four digits of the employee's social security number). The required weekly payroll information may be submitted in any form desired. Optional Form WH-347 is available for this purpose from the Wage and Hour Division Web site at <http://www.dol.gov/esa/whd/forms/wh347instr.htm> or its successor site. The prime contractor is responsible for the submission of copies of payrolls by all subcontractors. Contractors and subcontractors shall maintain the full social security number and current address of each covered worker, and shall provide them upon request to HUD or its designee if the agency is a party to the contract, but if the agency is not such a party, the contractor will submit the payrolls to the applicant sponsor, or owner, as the case may be, for transmission to HUD or its designee, the contractor, or the Wage and Hour Division of the Department of Labor for purposes of an investigation or audit of compliance with prevailing wage requirements. It is not a violation of this subparagraph for a prime contractor to require a subcontractor to provide addresses and social security numbers to the prime contractor for its own records, without weekly submission to HUD or its designee. (Approved by the Office of Management and Budget under OMB Control Number 1215-0149.)

(b) Each payroll submitted shall be accompanied by a "Statement of Compliance," signed by the contractor or subcontractor or his or her agent who pays or supervises the payment of the persons employed under the contract and shall certify the following:

(1) That the payroll for the payroll period contains the information required to be provided under 29 CFR 5.5 (a)(3)(ii), the appropriate information is being maintained under 29 CFR 5.5(a)(3)(i), and that such information is correct and complete;

(2) That each laborer or mechanic (including each helper, apprentice, and trainee) employed on the contract during the payroll period has been paid the full weekly wages earned, without rebate, either directly or indirectly, and that no deductions have been made either directly or indirectly from the full wages earned, other than permissible deductions as set forth in 29 CFR Part 3;

(3) That each laborer or mechanic has been paid not less than the applicable wage rates and fringe benefits or cash equivalents for the classification of work performed, as specified in the applicable wage determination incorporated into the contract.

(c) The weekly submission of a properly executed certification set forth on the reverse side of Optional Form WH-347 shall satisfy the requirement for submission of the "Statement of Compliance" required by subparagraph A.3.(ii)(b).

(d) The falsification of any of the above certifications may subject the contractor or subcontractor to civil or criminal prosecution under Section 1001 of Title 18 and Section 231 of Title 31 of the United States Code.

(iii) The contractor or subcontractor shall make the records required under subparagraph A.3.(i) available for inspection, copying, or transcription by authorized representatives of HUD or its designee or the Department of Labor, and shall permit such representatives to interview employees during working hours on the job. If the contractor or subcontractor fails to submit the required records or to make them available, HUD or its designee may, after written notice to the contractor, sponsor, applicant or owner, take such action as may be necessary to cause the suspension of any further payment, advance, or guarantee of funds. Furthermore, failure to submit the required records upon request or to make such records available may be grounds for debarment action pursuant to 29 CFR 5.12.

4. Apprentices and Trainees.

(i) **Apprentices.** Apprentices will be permitted to work at less than the predetermined rate for the work they performed when they are employed pursuant to and individually registered in a bona fide apprenticeship program registered with the U.S. Department of Labor, Employment and Training Administration, Office of Apprenticeship Training, Employer and Labor Services, or with a State Apprenticeship Agency recognized by the Office, or if a person is employed in his or her first 90 days of probationary employment as an apprentice in such an apprenticeship program, who is not individually registered in the program, but who has been certified by the Office of Apprenticeship Training, Employer and Labor Services or a State Apprenticeship Agency (where appropriate) to be eligible for probationary employment as an apprentice. The allowable ratio of apprentices to journeymen on the job site in any craft classification shall not be greater than the ratio permitted to the contractor as to the entire work force under the registered program. Any worker listed on a payroll at an apprentice wage rate, who

is not registered or otherwise employed as stated above, shall be paid not less than the applicable wage rate on the wage determination for the classification of work actually performed. In addition, any apprentice performing work on the job site in excess of the ratio permitted under the registered program shall be paid not less than the applicable wage rate on the wage determination for the work actually performed. Where a contractor is performing construction on a project in a locality other than that in which its program is registered, the ratios and wage rates (expressed in percentages of the journeyman's hourly rate) specified in the contractor's or subcontractor's registered program shall be observed. Every apprentice must be paid at not less than the rate specified in the registered program for the apprentice's level of progress, expressed as a percentage of the journeymen hourly rate specified in the applicable wage determination. Apprentices shall be paid fringe benefits in accordance with the provisions of the apprenticeship program. If the apprenticeship program does not specify fringe benefits, apprentices must be paid the full amount of fringe benefits listed on the wage determination for the applicable classification. If the Administrator determines that a different practice prevails for the applicable apprentice classification, fringes shall be paid in accordance with that determination. In the event the Office of Apprenticeship Training, Employer and Labor Services, or a State Apprenticeship Agency recognized by the Office, withdraws approval of an apprenticeship program, the contractor will no longer be permitted to utilize apprentices at less than the applicable predetermined rate for the work performed until an acceptable program is approved.

(ii) **Trainees.** Except as provided in 29 CFR 5.16, trainees will not be permitted to work at less than the predetermined rate for the work performed unless they are employed pursuant to and individually registered in a program which has received prior approval, evidenced by formal certification by the U.S. Department of Labor, Employment and Training Administration. The ratio of trainees to journeymen on the job site shall not be greater than permitted under the plan approved by the Employment and Training Administration. Every trainee must be paid at not less than the rate specified in the approved program for the trainee's level of progress, expressed as a percentage of the journeyman hourly rate specified in the applicable wage determination. Trainees shall be paid fringe benefits in accordance with the provisions of the trainee program. If the trainee program does not mention fringe benefits, trainees shall be paid the full amount of fringe benefits listed on the wage determination unless the Administrator of the Wage and Hour Division determines that there is an apprenticeship program associated with the corresponding journeyman wage rate on the wage determination which provides for less than full fringe benefits for apprentices. Any employee listed on the payroll at a trainee rate who is not registered and participating in a training plan approved by

the Employment and Training Administration shall be paid not less than the applicable wage rate on the wage determination for the work actually performed. In addition, any trainee performing work on the job site in excess of the ratio permitted under the registered program shall be paid not less than the applicable wage rate on the wage determination for the work actually performed. In the event the Employment and Training Administration withdraws approval of a training program, the contractor will no longer be permitted to utilize trainees at less than the applicable predetermined rate for the work performed until an acceptable program is approved.

(iii) Equal employment opportunity. The utilization of apprentices, trainees and journeymen under 29 CFR Part 5 shall be in conformity with the equal employment opportunity requirements of Executive Order 11246, as amended, and 29 CFR Part 30.

5. Compliance with Copeland Act requirements. The contractor shall comply with the requirements of 29 CFR Part 3 which are incorporated by reference in this contract

6. Subcontracts. The contractor or subcontractor will insert in any subcontracts the clauses contained in subparagraphs 1 through 11 in this paragraph A and such other clauses as HUD or its designee may by appropriate instructions require, and a copy of the applicable prevailing wage decision, and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime contractor shall be responsible for the compliance by any subcontractor or lower tier subcontractor with all the contract clauses in this paragraph.

7. Contract termination; debarment. A breach of the contract clauses in 29 CFR 5.5 may be grounds for termination of the contract and for debarment as a contractor and a subcontractor as provided in 29 CFR 5.12.

8. Compliance with Davis-Bacon and Related Act Requirements. All rulings and interpretations of the Davis-Bacon and Related Acts contained in 29 CFR Parts 1, 3, and 5 are herein incorporated by reference in this contract

9. Disputes concerning labor standards. Disputes arising out of the labor standards provisions of this contract shall not be subject to the general disputes clause of this contract. Such disputes shall be resolved in accordance with the procedures of the Department of Labor set forth in 29 CFR Parts 5, 6, and 7. Disputes within the meaning of this clause include disputes between the contractor (or any of its subcontractors) and HUD or its designee, the U.S. Department of Labor, or the employees or their representatives.

10. (i) Certification of Eligibility. By entering into this contract the contractor certifies that neither it (nor he or she) nor any person or firm who has an interest in the contractor's firm is a person or firm ineligible to be awarded Government contracts by virtue of Section 3(a) of the Davis-Bacon Act or 29 CFR 5.12(a)(1) or to be

awarded HUD contracts or participate in HUD programs pursuant to 24 CFR Part 24.

(ii) No part of this contract shall be subcontracted to any person or firm ineligible for award of a Government contract by virtue of Section 3(a) of the Davis-Bacon Act or 29 CFR 5.12(a)(1) or to be awarded HUD contracts or participate in HUD programs pursuant to 24 CFR Part 24.

(iii) The penalty for making false statements is prescribed in the U.S. Criminal Code, 18 U.S.C. 1001. Additionally, U.S. Criminal Code, Section 1 01 0, Title 18, U.S.C., "Federal Housing Administration transactions", provides in part: "Whoever, for the purpose of . . . influencing in any way the action of such Administration..... makes, utters or publishes any statement knowing the same to be false..... shall be fined not more than \$5,000 or imprisoned not more than two years, or both."

11. Complaints, Proceedings, or Testimony by Employees. No laborer or mechanic to whom the wage, salary, or other labor standards provisions of this Contract are applicable shall be discharged or in any other manner discriminated against by the Contractor or any subcontractor because such employee has filed any complaint or instituted or caused to be instituted any proceeding or has testified or is about to testify in any proceeding under or relating to the labor standards applicable under this Contract to his employer.

B. Contract Work Hours and Safety Standards Act. The provisions of this paragraph B are applicable where the amount of the prime contract exceeds \$100,000. As used in this paragraph, the terms "laborers" and "mechanics" include watchmen and guards.

(1) Overtime requirements. No contractor or subcontractor contracting for any part of the contract work which may require or involve the employment of laborers or mechanics shall require or permit any such laborer or mechanic in any workweek in which the individual is employed on such work to work in excess of 40 hours in such workweek unless such laborer or mechanic receives compensation at a rate not less than one and one-half times the basic rate of pay for all hours worked in excess of 40 hours in such workweek.

(2) Violation; liability for unpaid wages; liquidated damages. In the event of any violation of the clause set forth in subparagraph (1) of this paragraph, the contractor and any subcontractor responsible therefor shall be liable for the unpaid wages. In addition, such contractor and subcontractor shall be liable to the United States (in the case of work done under contract for the District of Columbia or a territory, to such District or to such territory), for liquidated damages. Such liquidated damages shall be computed with respect to each individual laborer or mechanic, including watchmen and guards, employed in violation of the clause set forth in subparagraph (1) of this paragraph, in the sum of \$10 for each calendar day on which such individual was required or permitted to work in excess of the standard workweek of 40 hours without payment of the overtime wages required by the clause set forth in subparagraph (1) of this paragraph.

(3) Withholding for unpaid wages and liquidated damages. HUD or its designee shall upon its own action or upon written request of an authorized representative of the Department of Labor withhold or cause to be withheld, from any moneys payable on account of work performed by the contractor or subcontractor under any such contract or any other Federal contract with the same prime contract, or any other Federally-assisted contract subject to the Contract Work Hours and Safety Standards Act which is held by the same prime contractor such sums as may be determined to be necessary to satisfy any liabilities of such contractor or subcontractor for unpaid wages and liquidated damages as provided in the clause set forth in subparagraph (2) of this paragraph.

(4) Subcontracts. The contractor or subcontractor shall insert in any subcontracts the clauses set forth in subparagraph (1) through (4) of this paragraph and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime contractor shall be responsible for compliance by any subcontractor or lower tier subcontractor with the clauses set forth in subparagraphs (1) through (4) of this paragraph.

C. Health and Safety. The provisions of this paragraph C are applicable where the amount of the prime contract exceeds \$100,000.

(1) No laborer or mechanic shall be required to work in surroundings or under working conditions which are unsanitary, hazardous, or dangerous to his health and safety as determined under construction safety and health standards promulgated by the Secretary of Labor by regulation.

(2) The Contractor shall comply with all regulations issued by the Secretary of Labor pursuant to Title 29 Part 1926 and failure to comply may result in imposition of sanctions pursuant to the Contract Work Hours and Safety Standards Act, (Public Law 91-54, 83 Stat 96). 40 USC 3701 et seq.

(3) The contractor shall include the provisions of this paragraph in every subcontract so that such provisions will be binding on each subcontractor. The contractor shall take such action with respect to any subcontractor as the Secretary of Housing and Urban Development or the Secretary of Labor shall direct as a means of enforcing such provisions.

General Decision Number: MI100007 07/29/2011 MI7

Superseded General Decision Number: MI20080007

State: Michigan

Construction Types: Highway (Highway, Airport & Bridge xxxxx and Sewer/Incid. to Hwy.)

Counties: Michigan Statewide.

Modification Number	Publication Date
0	03/12/2010
1	03/19/2010
2	04/16/2010
3	05/07/2010
4	06/04/2010
5	06/18/2010
6	07/02/2010
7	08/06/2010
8	08/13/2010
9	09/03/2010
10	09/24/2010
11	11/05/2010
12	11/19/2010
13	12/03/2010
14	01/07/2011
15	01/14/2011
16	01/28/2011
17	02/11/2011
18	04/01/2011
19	04/15/2011
20	04/22/2011
21	05/06/2011
22	05/13/2011
23	06/03/2011
24	07/29/2011

CARP0004-004 06/01/2010

REMAINDER OF STATE

	Rates	Fringes
CARPENTER (Piledriver).....	\$ 25.79	13.97

CARP0004-005 06/01/2010

LIVINGSTON (Townships of Brighton, Deerfield, Genoa, Hartland, Oceola & Tyrone), MACOMB, MONROE, OAKLAND, SANILAC, ST. CLAIR AND WAYNE COUNTIES

	Rates	Fringes
CARPENTER (Piledriver).....	\$ 28.23	20.07

ELEC0017-005 06/07/2010

HURON COUNTY; INGHAM COUNTY (Townships of Leroy, Locke, Wheatfield, White Oak and Williamson); LAPEER COUNTY; LENAWEЕ COUNTY (Townships of Clinton and Macon); LIVINGSTON COUNTY

(Townships of Brighton, Conway, Genoa, Green Oak, Hamburg, Handy, Hartland, Howell, Iosco, Marion, Oceola and Putnam); MACOMB COUNTY; MONROE COUNTY (Townships of Ash, Berlin, Dundee, Exeter, Frenchtown, Ida, London, Milan, Monroe, Raisinville and Summerfield); OAKLAND, ST. CLAIR, SANILAC AND TUSCOLA COUNTIES; WASHTENAW COUNTY (Townships of Ann Arbor, Augusta, Bridgewater, Dexter, Freedom, Lima, Lodi, Northfield, Pittsfield, Salem, Saline, Scio, Superior, Webster, York and Ypsilanti); AND WAYNE COUNTY:

	Rates	Fringes
Line Construction		
Groundman/Driver.....	\$ 25.07	11.26
Journeyman Signal Tech.....	\$ 34.05	13.57
Journeyman Specialist.....	\$ 39.16	14.88
Operator A.....	\$ 28.84	12.23
Operator B.....	\$ 26.94	11.74

Classifications

Journeyman Specialist: Refers to a crew of only one person working alone.

Operator A: Shall be proficient in operating all power equipment including: Backhoe, Excavator, Directional Bore and Boom/Digger truck.

Operator B: Shall be proficient in operating any 2 of the above mentioned pieces of equipment listed under Operator A.

ELEC0876-001 06/07/2010

	Rates	Fringes
LINE CONSTRUCTION		
Cable Splicer.....	\$ 36.09	14.04
Light Equipment Operator/Groundman/Truck Driver/Groundman (winch, A frame, diggers when used for distribution line truck and used for distribution work, distribution truck driver, 5th wheel type trucks, bucket trucks, ladder trucks and all live boom trucks, all equipment 85 hp or under).....	\$ 22.83	10.62
Lineman/Line Technician.....	\$ 34.66	13.68
Operator/Groundman (digger, tractor and setting rig with tracks or rough terrain vehicle, large bombardier, backhoe over 85 hp, hydraulic crane 10 ton or over).....	\$ 26.06	11.46
Truck Driver/Groundman (trucks with winch or boom or dump, other than distribution work).....	\$ 21.74	10.34

FOOTNOTE: Operators of 5/8 yard, rated capacity, backhoe or over; and operators of 25 ton, rated capacity, crane or over; and operators of heavy duty tension or pulling machinery on 345 KV and above: to receive the journeyman line technician rate of pay.

 ENGI0324-003 01/01/2011

ALCONA, ALPENA, ARENAC, BAY, CHEBOYGAN, CLARE, CLINTON, CRAWFORD, GENESEE, GLADWIN, GRATIOT, HURON, INGHAM, IOSCO, ISABELLA, JACKSON, LAPEER, LENAWEE, LIVINGSTON, MACOMB, MIDLAND, MONROE, MONTMORENCY, OAKLAND, OGEMAW, OSCODA, OTSEGO, PRESQUE ISLE, ROSCOMMON, SAGINAW, ST. CLAIR, SANILAC, SHIAWASSEE, TUSCOLA, WASHTENAW AND WAYNE COUNTIES:

	Rates	Fringes
OPERATOR: Power Equipment (Steel Erection)		
GROUP 1.....	\$ 42.37	18.95
GROUP 2.....	\$ 43.37	18.95
GROUP 3.....	\$ 40.87	18.95
GROUP 4.....	\$ 41.87	18.95
GROUP 5.....	\$ 39.37	18.95
GROUP 6.....	\$ 40.37	18.95
GROUP 7.....	\$ 39.10	18.95
GROUP 8.....	\$ 40.10	18.95
GROUP 9.....	\$ 38.65	18.95
GROUP 10.....	\$ 39.65	18.95
GROUP 11.....	\$ 37.92	18.95
GROUP 12.....	\$ 38.92	18.95
GROUP 13.....	\$ 37.56	18.95
GROUP 14.....	\$ 38.56	18.95
GROUP 15.....	\$ 36.92	18.95
GROUP 16.....	\$ 30.11	18.95
GROUP 17.....	\$ 28.70	18.95
GROUP 18.....	\$ 35.47	18.95

FOOTNOTE:

Paid Holidays: New Year's Day, Memorial Day, Fourth of July, Labor Day, Thanksgiving Day and Christmas Day.

POWER EQUIPMENT OPERATOR CLASSIFICATIONS

GROUP 1: Engineer when operating combination of boom and jib 400' or longer

GROUP 2: Engineer when operating combination of boom and jib 400' or longer on a crane that requires an oiler

GROUP 3: Engineer when operating combination of boom and jib 300' or longer

GROUP 4: Engineer when operating combination of boom and jib 300' or longer on a crane that requires an oiler

GROUP 5: Engineer when operating combination of boom and jib 220' or longer

GROUP 6: Engineer when operating combination of boom and jib 220' or longer on a crane that requires an oiler

GROUP 7: Engineer when operating combination of boom and jib 140' or longer

GROUP 8: Engineer when operating combination of boom and jib 140' or longer on a crane that requires an oiler

GROUP 9: Tower crane & derrick operator (where operator's work station is 50 ft. or more above first sub-level)

GROUP 10: Tower crane & derrick operator (where operator's work station is 50 ft. or more above first sub-level) on a crane that requires an oiler

GROUP 11: Engineer when operating combination of boom and jib 120' or longer

GROUP 12: Engineer when operating combination of boom and jib 120' or longer on a crane that requires an oiler

GROUP 13: Crane operator; job mechanic and 3 drum hoist and excavator

GROUP 14: Crane operator on a crane that requires an oiler

GROUP 15: Hoisting operator; 2 drum hoist and rubber tired backhoe

GROUP 16: Compressor or welder operator

GROUP 17: Oiler

GROUP 18: Forklift and 1 drum hoist

ENGI0324-004 05/01/2011

AREA 1: ALLEGAN, BARRY, BERRIEN, BRANCH, CALHOUN, CASS, EATON, HILLSDALE, IONIA, KALAMAZOO, KENT, LAKE, MANISTEE, MASON, MECOSTA, MONTCALM, MUSKEGON, NEWAYGO, OCEANA, OSCEOLA, OTTAWA, ST. JOSEPH, VAN BUREN

AREA 2: ANTRIM, BENZIE, CHARLEVOIX, EMMET, GRAND TRAVERSE, KALKASKA, LEELANAU, MISSAUKEE AND WEXFORD COUNTIES:

	Rates	Fringes
OPERATOR: Power Equipment		
(Steel Erection)		
AREA 1		
GROUP 1.....	\$ 29.04	19.70
GROUP 2.....	\$ 28.79	19.70
GROUP 3.....	\$ 28.29	19.70
GROUP 4.....	\$ 23.19	19.70
GROUP 5.....	\$ 21.54	19.70
GROUP 6.....	\$ 18.94	19.70
AREA 2		
GROUP 1.....	\$ 29.04	19.70
GROUP 2.....	\$ 28.79	19.70
GROUP 3.....	\$ 27.79	19.70
GROUP 4.....	\$ 22.89	19.70
GROUP 5.....	\$ 21.24	19.70
GROUP 6.....	\$ 18.44	19.70

GROUP 3.....	\$ 23.82	18.95
GROUP 4.....	\$ 23.25	18.95
AREA 2:		
GROUP 1.....	\$ 27.57	18.95
GROUP 2.....	\$ 22.68	18.95
GROUP 3.....	\$ 22.18	18.95
GROUP 4.....	\$ 21.90	18.95

POWER EQUIPMENT OPERATOR CLASSIFICATIONS

GROUP 1: Backfiller tamper; Backhoe; Batch plant operator (concrete); Clamshell; Concrete paver (2 drums or larger); Conveyor loader (Euclid type); Crane (crawler, truck type or pile driving); Dozer; Dragline; Elevating grader; Endloader; Gradall (and similar type machine); Grader; Mechanic; Power shovel; Roller (asphalt); Scraper (self-propelled or tractor drawn); Side boom tractor (type D-4 or equivalent and larger); Slip form paver; Slope paver; Trencher (over 8 ft. digging capacity); Well drilling rig; Concrete pump with boom operator; Hydro Excavator

GROUP 2: Boom truck (power swing type boom); Crusher; Hoist; Pump (1 or more - 6-in. discharge or larger - gas or diesel- powered or powered by generator of 300 amperes or more - inclusive of generator); Side boom tractor (smaller than type D-4 or equivalent); Tractor (pneu-tired, other than backhoe or front end loader); Trencher (8-ft. digging capacity and smaller); Vac Truck

GROUP 3: Air compressors (600 cfm or larger); Air compressors (2 or more-less than 600 cfm); Boom truck (non-swinging, non- powered type boom); Concrete breaker (self-propelled or truck mounted - includes compressor); Concrete paver (1 drum-1/2 yd. or larger); Elevator (other than passenger); Maintenance person; Pump (2 or more-4-in. up to 6-in. discharge-gas or diesel powered - excluding submersible pumps); Pumpcrete machine (and similar equipment); Wagon drill (multiple); Welding machine or generator (2 or more-300 amp. or larger - gas or diesel powered)

GROUP 4: Boiler; Concrete saw (40 hp or over); Curing machine (self-propelled); Farm tractor (with attachment); Finishing machine (concrete); Fire person; Hydraulic pipe pushing machine; Mulching equipment; Oiler; Pumps (2 or more up to 4-in. discharge, if used 3 hours or more a day, gas or diesel powered - excluding submersible pumps); Roller (other than asphalt); Stump remover; Trencher (service); Vibrating compaction equipment, self-propelled (6 ft. wide or over); End dump operator; Sweeper (Wayne type); Water wagon and Extend-a boom forklift

ENGI0324-006 06/01/2011

AREA 1: GENESEE, MACOMB, MONROE, OAKLAND, WASHTENAW AND WAYNE COUNTIES

AREA 2: ALCONA, ALGER, ALLEGAN, ALPENA, ANTRIM, ARENAC, BARAGA, BARRY, BAY, BENZIE, BERRIEN, BRANCH, CALHOUN, CASS, CHARLEVOIX, CHEBOYGAN, CHIPPEWA, CLARE, CLINTON, CRAWFORD, DELTA, DICKINSON, EATON, EMMET, GLADWIN, GOGEBIC, GRAND TRAVERSE, GRATIOT, HILLSDALE, HOUGHTON, HURON, INGHAM, IONIA, IOSCO, IRON, ISABELLA, JACKSON, KALAMAZOO, KALKASKA, KENT, KEWEENAW, LAKE, LAPEER, LEELANAU, LENAWEE, LIVINGSTON, LUCE, MACKINAC,

MANISTEE, MARQUETTE, MASON, MECOSTA, MENOMINEE, MIDLAND,
 MISSAUKEE, MONTCALM, MONTMORENCY, MUSKEGON, NEWAYGO, OCEANA,
 OGEMAW, ONTONAGON, OSCEOLA, OSCODA, OTSEGO, OTTAWA, PRESQUE
 ISLE, ROSCOMMON, SAGINAW, ST. CLARE, ST. JOSEPH, SANILAC,
 SCHOOLCRAFT, SHIAWASSEE, TUSCOLA, VAN BUREN AND WEXFORD COUNTIES

	Rates	Fringes
Power equipment operators: (AIRPORT, BRIDGE & HIGHWAY CONSTRUCTION)		
AREA 1		
GROUP 1.....	\$ 28.41	19.75
GROUP 2.....	\$ 21.68	19.75
GROUP 3.....	\$ 22.98	19.75
GROUP 4.....	\$ 21.12	19.75
GROUP 5.....	\$ 20.95	19.75
AREA 2		
GROUP 1.....	\$ 28.41	19.75
GROUP 2.....	\$ 21.53	19.75
GROUP 3.....	\$ 22.83	19.75
GROUP 4.....	\$ 20.97	19.75
GROUP 5.....	\$ 20.65	19.75

FOOTNOTE:

Certified Crane Operator (working on a bridge project)
 premiums: Swing boom truck operator over 12 tons: \$.50 per
 hour additional. Hydraulic crane operator 75 tons and
 under: \$.75 per hour additional. Hydraulic crane operator
 over 75 tons: \$1.00 per hour additional. Lattice boom crane
 operator: \$1.50 per hour additional.

POWER EQUIPMENT OPERATOR CLASSIFICATIONS

GROUP 1: Asphalt plant operator; Crane operator (does not
 include work on bridge construction projects when the crane
 operator is erecting structural components); Dragline
 operator; Shovel operator; Locomotive operator; Paver
 operator (5 bags or more); Elevating grader operator; Pile
 driving operator; Roller operator (asphalt); Blade grader
 operator; Trenching machine operator (ladder or wheel
 type); Auto-grader; Slip form paver; Self-propelled or
 tractor-drawn scraper; Conveyor loader operator (Euclid
 type); Endloader operator (1 yd. capacity and over);
 Bulldozer; Hoisting engineer; Tractor operator; Finishing
 machine operator (asphalt); Mechanic; Pump operator (6-in.
 discharge or over, gas, diesel powered or generator of 300
 amp. or larger); Shouldering or gravel distributing machine
 operator (self- propelled); Backhoe (with over 3/8 yd.
 bucket); Side boom tractor (type D-4 or equivalent or
 larger); Tube finisher (slip form paving); Gradall (and
 similar type machine); Asphalt paver (self- propelled);
 Asphalt planer (self-propelled); Batch plant
 (concrete-central mix); Slurry machine (asphalt); Concrete
 pump (3 in. and over); Roto-mill; Swinging boom truck (over
 12 ton capacity); Hydro demolisher (water blaster);
 Farm-type tractor with attached pan

GROUP 2: Screening plant operator; Washing plant operator;
 Crusher operator; Backhoe (with 3/8 yd. bucket or less);
 Side boom tractor (smaller than D-4 type or equivalent);

Sweeper (Wayne type and similar equipment); Vacuum truck operator; Batch plant (concrete dry batch)

GROUP 3: Grease Truck

GROUP 4: Air compressor operator (600 cu. ft. per min or more); Air compressor operator (two or more, less than 600 cfm); Wagon drill operator; Concrete breaker; Tractor operator (farm type with attachment)

GROUP 5: Boiler fire tender; Oiler; Fire tender; Trencher (service); Flexplane operator; Cleftplane operator; Grader operator (self-propelled fine-grade or form (concrete)); Finishing machine operator (concrete); Boom or winch hoist truck operator; Endloader operator (under 1 yd. capacity); Roller operator (other than asphalt); Curing equipment operator (self-propelled); Concrete saw operator (40 h.p. or over); Power bin operator; Plant drier operator (asphalt); Vibratory compaction equipment operator (6 ft. wide or over); Guard post driver operator (power driven); All mulching equipment; Stump remover; Concrete pump (under 3-in.); Mesh installer (self-propelled); Tractor operator (farm type); End dump; Skid steer

ENGI0324-007 05/01/2011

ALGER, BARAGA, CHIPPEWA, DELTA, DICKINSON, GOGEBIC, HOUGHTON, IRON, KEWEENAW, LUCE, MACKINAC MARQUETTE, MENOMINEE, ONTONAGON AND SCHOOLCRAFT COUNTIES:

	Rates	Fringes
OPERATOR: Power Equipment (Steel Erection)		
Compressor, welder and forklift.....	\$ 23.58	19.45
Crane operator, main boom & jib 120' or longer.....	\$ 27.33	19.45
Crane operator, main boom & jib 140' or longer.....	\$ 27.58	19.45
Crane operator, main boom & jib 220' or longer.....	\$ 27.83	19.45
Mechanic with truck and tools.....	\$ 28.33	19.45
Oiler and fireman.....	\$ 22.28	19.45
Regular operator.....	\$ 26.83	19.45

PREMIUM RATES:

- A. Swing boom truck operator over 15 tons-\$.50 per hour.
- B. Hydraulic crane operator 75 tons and under-\$.75 per hour.
- C. Hydraulic crane operator over 75 tons-\$1.00 per hour.
- D. Lattice boom crane operator-\$1.50 per hour.

ENGI0324-008 10/01/2010

ALCONA, ALGER, ALLEGAN, ALPENA, ANTRIM, ARENAC, BARAGA, BARRY, BAY, BENZIE, BERRIEN, BRANCH, CALHOUN, CASS, CHARLEVOIX, CHEBOYGAN, CHIPPEWA, CLARE, CLINTON, CRAWFORD, DELTA, DICKINSON, EATON, EMMET, GENESEE, GLADWIN, GOGEBIC, GRAND TRAVERSE, GRATIOT, HILLSDALE, HOUGHTON, HURON, INGHAM, IONIA, IOSCO, IRON, ISABELLA, JACKSON, KALAMAZOO, KALKASKA, KENT,

KEWEENAW, LAKE, LAPEER, LEELANAU, LENAWEE, LIVINGSTON, LUCE,
MACKINAC, MACOMB, MANISTEE, MARQUETTE, MASON, MECOSTA,
MENOMINEE, MIDLAND, MISSAUKEE, MONTCALM, MONTMORENCY, MONROE,
MUSKEGON, NEWAYGO, OAKLAND, OCEANA, OGEMAW, ONTONAGON, OSCEOLA,
OSCODA, OTSEGO, OTTAWA, PRESQUE ISLE, ROSCOMMON, SAGINAW, ST.
CLARE, ST. JOSEPH, SANILAC, SCHOOLCRAFT, SHIAWASSEE, TUSCOLA,
VAN BUREN, WASHTENAW, WAYNE AND WEXFORD COUNTIES

	Rates	Fringes
OPERATOR: Power Equipment (Sewer Relining)		
GROUP 1.....	\$ 28.65	11.64
GROUP 2.....	\$ 27.12	11.64

SEWER RELINING CLASSIFICATIONS

GROUP 1: Operation of audio-visual closed circuit TV system,
including remote in-ground cutter and other equipment used
in connection with the CCTV system

GROUP 2: Operation of hot water heaters and circulation
systems, water jetters and vacuum and mechanical debris
removal systems

ENGI0325-010 05/01/2011

ALGER, BARAGA, CHIPPEWA, DELTA, DICKINSON, GOGEBIC, HOUGHTON,
IRON, KEWEENAW, LUCE, MACKINAC, MARQUETTE, MENOMINEE, ONTONAGON
AND SCHOOLCRAFT COUNTIES:

	Rates	Fringes
OPERATOR: Power Equipment (Underground Construction)		
Crane operator, main boom & jib 120' or longer.....	\$ 26.93	19.45
Crane operator, main boom & jib 140' or longer.....	\$ 27.18	19.45
Crane operator, main boom & jib 220' or longer.....	\$ 27.43	19.45
GROUP 1.....	\$ 26.43	19.45
GROUP 2.....	\$ 23.18	19.45
GROUP 3.....	\$ 22.60	19.45
GROUP 4.....	\$ 21.66	19.45
Mechanic with truck and tools.....	\$ 27.93	19.45

FOOTNOTES: Swing boom truck operator over 15 tons: \$.50 per
hour additional. Hydraulic crane operator 75 tons and
under: \$.75 per hour additional. Hydraulic crane operator
over 75 tons: \$1.00 per hour additional. Lattice boom crane
operator: \$1.50 per hour additional. Crusher pit, shafts
and tunnel workers: \$2.00 per hour additional.

POWER EQUIPMENT OPERATOR CLASSIFICATIONS

GROUP 1: Regular equipment operator, crane, dozer, front end
loader, job mechanic, pumpcrete and squeezcrete, concrete
pump, excavator, milling and pulverizing machines, scraper
(self-propelled and tractor drawn), welder

GROUP 2: Air track drill, boom truck (non-swing), concrete mixer, material hoist and tugger, pump 6" and over, beltcrete, sweeping machine, trencher, winches, well points and freeze systems

GROUP 3: Air compressor, conveyor, concrete saw, farm tractor (without attachments), fork truck, generator, guard post driver, mulching machine, pumps under 6-in., welding machine and grease person

GROUP 4: Oiler, fire tender, heater operator, brock concrete breaker, elevators (other than passenger), end dumps and skid steer

Crane Operator with main boom and jib 300' or longer shall be paid an additional one dollar and fifty cents (\$1.50) per hour above the 220' of boom and jib wage rate.

Crane Operator with main boom and jib 400' or longer shall be paid an additional one dollar and fifty cents (\$1.50) per hour above the 300 foot of boom wage rate (\$3.00)

 ENGI0325-011 10/01/2009

AREA 1: GENESEE, LAPEER, LIVINGSTON, MACOMB, MONROE, OAKLAND, ST. CLAIR, WASHTENAW AND WAYNE COUNTIES

AREA 2: ALCONA, ALGER, ALLEGAN, ALPENA, ANTRIM, ARENAC, BARAGA, BARRY, BAY, BENZIE, BERRIEN, BRANCH, CALHOUN, CASS, CHARLEVOIX, CHEBOYGAN, CHIPPEWA, CLARE, CLINTON, CRAWFORD, DELTA, DICKINSON, EATON, EMMET, GLADWIN, GOGEBIC, GRAND TRAVERSE, GRATIOT, HILLSDALE, HOUGHTON, HURON, INGHAM, IONIA, IOSCO, IRON, ISABELLA, JACKSON, KALAMAZOO, KALKASKA, KENT, KEWEENAW, LAKE, LEELANAU, LENAWEE, LUCE, MACKINAC, MANISTEE, MARQUETTE, MASON, MECOSTA, MENOMINEE, MIDLAND, MISSAUKEE, MONTCALM, MONTMORENCY, MUSKEGON, NEWAYGO, OCEANA, OGEMAW, ONTONAGON, OSCEOLA, OSCODA, OTSEGO, OTTAWA, PRESQUE ISLE, ROSCOMMON, SAGINAW, ST. JOSEPH, SANILAC, SCHOOLCRAFT, SHIAWASSEE, TUSCOLA, VAN BUREN AND WEXFORD COUNTIES

	Rates	Fringes
Power equipment operators - hazardous waste removal: (AREA 1)		
AREA 1: LEVEL A		
Engineer when operating crane with boom and jib or leads 140' or longer....	\$ 34.48	17.80
Engineer when operating crane with boom and jib or leads 220' or longer....	\$ 34.78	17.80
GROUP 1.....	\$ 31.83	17.80
GROUP 2.....	\$ 27.60	17.80
Regular crane operator, mechanic, dragline operator, boom truck operator and concrete pump with boom operator,		
power shovel operator.....	\$ 32.80	17.80

AREA 1: LEVEL B AND C

Engineer when operating crane with boom and jib or leads 140' or longer.....\$	33.53	17.80
Engineer when operating crane with boom and jib or leads 220' or longer.....\$	33.83	17.80
GROUP 1.....\$	30.88	17.80
GROUP 2.....\$	26.65	17.80
Regular crane operator, mechanic, dragline operator, boom truck operator and concrete pump with boom operator, power shovel operator.....\$	31.85	17.80

AREA 1: LEVEL D WHEN

CAPPING LANDFILL

Engineer when operating crane with boom and jib or leads 140' or longer.....\$	31.98	17.80
Engineer when operating crane with boom and jib or leads 220' or longer.....\$	32.28	17.80
GROUP 1.....\$	29.33	17.80
GROUP 2.....\$	25.10	17.80
Regular crane operator, mechanic, dragline operator, boom truck operator and concrete pump with boom operator, power shovel operator.....\$	29.68	17.80

AREA 1: LEVEL D

Engineer when operating crane with boom and jib or leads 140' or longer.....\$	32.23	17.80
Engineer when operating crane with boom and jib or leads 220' or longer.....\$	32.53	17.80
GROUP 1.....\$	29.58	17.80
GROUP 2.....\$	25.35	17.80
Regular crane operator, mechanic, dragline operator, boom truck operator and concrete pump with boom operator, power shovel operator.....\$	30.55	17.80

Power equipment operators - hazardous waste removal:
(AREA 2)

AREA 2: LEVELS B AND C

Regular crane operator, mechanic, dragline operator, boom truck operator and concrete pump with boom operator, power shovel operator.....\$	30.14	17.80
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AREA 2: LEVEL A

Engineer when operating crane with boom and jib or leads 140' or longer.....\$	32.77	17.80
Engineer when operating crane with boom and jib or leads 220' or longer.....\$	33.07	17.80

GROUP 1.....	\$ 30.12	17.80
GROUP 2.....	\$ 25.72	17.80
Regular crane operator, mechanic, dragline operator, boom truck operator and concrete pump with boom operator, power shovel operator.....	\$ 31.09	17.80
AREA 2: LEVEL D WHEN CAPPING LANDFILL		
Engineer when operating crane with boom and jib or leads 140' or longer....	\$ 30.27	17.80
Engineer when operating crane with boom and jib or leads 220' or longer....	\$ 30.57	17.80
GROUP 1.....	\$ 27.62	17.80
GROUP 2.....	\$ 23.23	17.80
Regular crane operator, mechanic, dragline operator, boom truck operator and concrete pump with boom operator, power shovel operator.....	\$ 28.59	17.80
AREA 2: LEVEL D		
Engineer when operating crane with boom and jib or leads 140' or longer....	\$ 30.52	17.80
Engineer when operating crane with boom and jib or leads 220' or longer....	\$ 30.82	17.80
GROUP 1.....	\$ 27.87	17.80
GROUP 2.....	\$ 23.48	17.80
Regular crane operator, mechanic, dragline operator, boom truck operator and concrete pump with boom operator, power shovel operator.....	\$ 28.84	17.80
AREA 2: LEVELS B AND C		
Engineer when operating crane with boom and jib or leads 140' or longer....	\$ 31.71	17.80
Engineer when operating crane with boom and jib or leads 220' or longer....	\$ 32.03	17.80
GROUP 1.....	\$ 29.17	17.80
GROUP 2.....	\$ 24.78	17.80

HAZARDOUS WASTE REMOVAL CLASSIFICATIONS

Group 1: Backhoe, batch plant operator, clamshell, concrete breaker when attached to hoe, concrete cleaning decontamination machine operator, concrete pump, concrete paver, crusher, dozer, elevating grader, endloader, farm tractor (90 h.p. and higher), gradall, grader, heavy equipment robotics operator, loader, pug mill, pumpcrete machines, pump trucks, roller, scraper (self-propelled or tractor drawn), side boom tractor, slip form paver, slope paver, trencher, ultra high pressure waterjet cutting tool system, vactors, vacuum blasting machine operator, vertical lifting hoist, vibrating compaction equipment (self-propelled), well drilling rig and hydro excavator

GROUP 2: Air compressor, concrete breaker when not attached to hoe, elevator, end dumps, equipment decontamination operator, farm tractor (less than 90 h.p.), forklift, generator, heater, mulcher, pigs (portable reagent storage tanks), power screens, pumps (water), stationary compressed air plant, sweeper, welding machine and water wagon

 ENGI0325-012 05/01/2011

AREA 1: MACOMB, MONROE, OAKLAND, ST. CLAIR, WASHTENAW AND WAYNE COUNTIES

AREA 2: ALCONA, ALGER, ALLEGAN, ALPENA, ANTRIM, ARENAC, BARAGA, BARRY, BAY, BENZIE, BERRIEN, BRANCH, CALHOUN, CASS, CHARLEVOIX, CHEBOYGAN, CHIPPEWA, CLARE, CLINTON, CRAWFORD, DELTA, DICKINSON, EATON, EMMET, GENESEE, GLADWIN, GOGEBIC, GRAND TRAVERSE, GRATIOT, HILLSDALE, HOUGHTON, HURON, INGHAM, IONIA, IOSCO, IRON, ISABELLA, JACKSON, KALAMAZOO, KALKASKA, KENT, KEWEENAW, LAKE, LAPEER, LEELANAU, LENAWEE, LIVINGSTON LUCE, MACKINAC, MANISTEE, MARQUETTE, MASON, MECOSTA, MENOMINEE, MIDLAND, MISSAUKEE, MONTCALM, MONTMORENCY, MUSKEGON, NEWAYGO, OCEANA, OGEMAW, ONTONAGON, OSCEOLA, OSCODA, OTSEGO, OTTAWA, PRESQUE ISLE, ROSCOMMON, SAGINAW, ST. JOSEPH, SANILAC, SCHOOLCRAFT, SHIAWASSEE, TUSCOLA, VAN BUREN AND WEXFORD COUNTIES

	Rates	Fringes
Power equipment operators - gas distribution and duct installation work:		
AREA 1		
GROUP 1.....	\$ 26.18	19.70
GROUP 2.....	\$ 26.05	19.70
GROUP 3.....	\$ 24.92	19.70
GROUP 4.....	\$ 24.35	19.70
AREA 2		
GROUP 1.....	\$ 25.27	19.70
GROUP 2-A.....	\$ 25.17	19.70
GROUP 2-B.....	\$ 24.95	19.70
GROUP 3.....	\$ 24.17	19.70
GROUP 4.....	\$ 23.67	19.70

SCOPE OF WORK: The construction, installation, treating and reconditioning of pipelines transporting gas vapors within cities, towns, subdivisions, suburban areas, or within private property boundaries, up to and including private meter settings of private industrial, governmental or other premises, more commonly referred to as "distribution work," starting from the first metering station, connection, similar or related facility, of the main or cross country pipeline and including duct installation.

AREA 1:

GROUP 1: Backhoe, crane, grader, mechanic, dozer (D-6 equivalent or larger), side boom (D-4 equivalent or larger), trencher(except service), endloader (2 yd. capacity or greater).
 GROUP 2: Dozer (less than D-6 equivalent), endloader (under 2 yd. capacity), side boom (under D-4 capacity), backfiller, pumps (1 or 2 of 6-inch discharge or greater), boom truck

(with powered boom), tractor (wheel type other than backhoe or front endloader).

GROUP 3: Tamper (self-propelled), boom truck (with non-powered boom), concrete saw (20 hp or larger), pumps (2 to 4 under 6-inch discharge), compressor (2 or more or when one is used continuously into the second day) and trencher(service).

GROUP 4: Oiler, hydraulic pipe pushing machine, grease person and hydrostatic testing operator.

AREA 2:

GROUP 1: Mechanic, crane (over 1/2 yd. capacity), backhoe (over 1/2 yd. capacity), grader (Caterpillar 12 equivalent or larger)

GROUP 2-A: Trencher(except service), backhoe (1/2 yd. capacity or less)

GROUP 2-B: Crane (1/2 yd. capacity or less), compressor (2 or more), dozer (D-4 equivalent or larger), endloader (1 yd. capacity or larger), pump (1 or 2 six-inch or larger), side boom (D-4 equivalent or larger)

GROUP 3: Backfiller, boom truck (powered), concrete saw (20 hp or larger), dozer (less than D-4 equivalent), endloader (under 1 yd. capacity), farm tractor (with attachments), pump (2 - 4 under six-inch capacity), side boom tractor(less than D-4 equivalent), tamper (self-propelled), trencher service and grader maintenance

GROUP 4: Oiler, grease person and hydrostatic testing operator

IRON0008-007 06/07/2010

ALGER, BARAGA, CHIPPEWA, DELTA, DICKINSON, GOGEBIC, HOUGHTON, IRON, KEWEENAW, LUCE, MACKINAC MARQUETTE, MENOMINEE, ONTONAGON AND SCHOOLCRAFT COUNTIES:

	Rates	Fringes
Ironworker - pre-engineered metal building erector.....	\$ 23.70	6.95
IRONWORKER		
General contracts		
\$10,000,000 or greater.....	\$ 24.93	21.47
General contracts less than \$10,000,000.....	\$ 21.84	21.47

IRON0025-002 09/01/2009

ALCONA, ALPENA, ARENAC, BAY, CHEBOYGAN, CLARE, CLINTON, CRAWFORD, GENESEE, GLADWIN, GRATIOT, HURON, INGHAM, IOSCO, ISABELLA, JACKSON, LAPEER, LIVINGSTON, MACOMB, MIDLAND, MONTMORENCY, OAKLAND, OGEMAW, OSCODA, OTSEGO, PRESQUE ISLE, ROSCOMMON, SAGINAW, SANILAC, SHIAWASSEE, ST. CLAIR, TUSCOLA, WASHTENAW AND WAYNE COUNTIES:

Rates Fringes

Ironworker - pre-engineered
metal building erector

Alcona, Alpena, Arenac, Cheboygan, Clare, Clinton, Crawford, Gladwin, Gratiot, Huron, Ingham, Iosco, Isabella, Jackson, Lapeer, Livingston (west of Burkhardt Road), Montmorency, Ogemaw, Oscoda, Otsego, Presque Isle, Roscommon, Sanilac, Shiawassee, Tuscola & Washtenaw (west of U.S. 23).	\$ 19.88	19.72
Bay, Genesee, Lapeer, Livingston (east of Burkhardt Road), Macomb, Midland, Oakland, Saginaw, St. Clair, The University of Michigan, Washtenaw (east of U.S. 23) & Wayne...	\$ 21.10	20.72

IRONWORKER

Ornamental and Structural...	\$ 29.26	27.62
Reinforcing.....	\$ 26.83	24.26

IRON0055-005 07/01/2010

LENAWEE AND MONROE COUNTIES:

	Rates	Fringes
IRONWORKER		
Pre-engineered metal buildings.....	\$ 23.28	18.30
All other work.....	\$ 28.00	18.30

IRON0292-003 06/01/2010

BERRIEN AND CASS COUNTIES:

	Rates	Fringes
IRONWORKER (Including pre-engineered metal building erector).....	\$ 25.05	17.21

* IRON0340-001 07/01/2011

ALLEGAN, ANTRIM, BARRY, BENZIE, BRANCH, CALHOUN, CHARLEVOIX,
EATON, EMMET, GRAND TRAVERSE, HILLSDALE, IONIA, KALAMAZOO,
KALKASKA, KENT, LAKE, LEELANAU, MANISTEE, MASON, MECOSTA,
MISSAUKEE, MONTCALM, MUSKEGON, NEWAYGO, OCEANA, OSCEOLA,
OTTAWA, ST. JOSEPH, VAN BUREN AND WEXFORD COUNTIES:

	Rates	Fringes
IRONWORKER (Including pre-engineered metal building erector).....	\$ 20.68	23.92

LABO0005-006 10/01/2010

	Rates	Fringes
Laborers - hazardous waste abatement: (ALCONA, ALPENA, ANTRIM, BENZIE, CHARLEVOIX, CHEBOYGAN, CRAWFORD, EMMET, GRAND TRAVERSE, IOSCO, KALKASKA, LEELANAU, MISSAUKEE, MONTMORENCY, OSCODA, OTSEGO, PRESQUE ISLE AND WEXFORD COUNTIES - Zone 10)		
Levels A, B or C.....	\$ 18.50	11.49
Work performed in conjunction with site preparation not requiring the use of personal protective equipment;		
Also, Level D.....	\$ 17.50	11.49
Laborers - hazardous waste abatement: (ALGER, BARAGA, CHIPPEWA, DELTA, DICKINSON, GOGEBIC, HOUGHTON, IRON, KEWEENAW, LUCE, MACKINAC, MARQUETTE, MENOMINEE, ONTONAGON AND SCHOOLCRAFT COUNTIES - Zone 11)		
Levels A, B or C.....	\$ 22.92	11.54
Work performed in conjunction with site preparation not requiring the use of personal protective equipment;		
Also, Level D.....	\$ 21.92	11.54
Laborers - hazardous waste abatement: (ALLEGAN, BARRY, BERRIEN, BRANCH, CALHOUN, CASS, IONIA COUNTY (except the city of Portland); KALAMAZOO, KENT, LAKE, MANISTEE, MASON, MECOSTA, MONTCALM, MUSKEGON, NEWAYGO, OCEANA, OSCEOLA, OTTAWA, ST. JOSEPH AND VAN BUREN COUNTIES - Zone 9)		
Levels A, B or C.....	\$ 20.03	11.49
Work performed in conjunction with site preparation not requiring the use of personal protective equipment;		
Also, Level D.....	\$ 19.03	11.49
Laborers - hazardous waste abatement: (ARENAC, BAY, CLARE, GLADWIN, GRATIOT, HURON, ISABELLA, MIDLAND, OGEMAW, ROSCOMMON, SAGINAW AND TUSCOLA COUNTIES - Zone 8)		
Levels A, B or C.....	\$ 21.26	11.49
Work performed in conjunction with site preparation not requiring		

the use of personal protective equipment;		
Also, Level D.....	\$ 20.26	11.49
Laborers - hazardous waste abatement: (CLINTON, EATON AND INGHAM COUNTIES; IONIA COUNTY (City of Portland); LIVINGSTON COUNTY (west of Oak Grove Rd., including the City of Howell) - Zone 6)		
Levels A, B or C.....	\$ 21.85	11.49
Work performed in conjunction with site preparation not requiring the use of personal protective equipment;		
Also, Level D.....	\$ 20.85	11.49
Laborers - hazardous waste abatement: (GENESEE, LAPEER AND SHIAWASSEE COUNTIES - Zone 7)		
Levels A, B or C.....	\$ 22.64	11.51
Work performed in conjunction with site preparation not requiring the use of personal protective equipment;		
Also, Level D.....	\$ 21.64	11.51
Laborers - hazardous waste abatement: (HILLSDALE, JACKSON AND LENAWEE COUNTIES - Zone 4)		
Levels A, B or C.....	\$ 21.56	11.49
Work performed in conjunction with site preparation not requiring the use of personal protective equipment;		
Also, Level D.....	\$ 20.56	11.49
Laborers - hazardous waste abatement: (LIVINGSTON COUNTY (east of Oak Grove Rd. and south of M-59, excluding the city of Howell); AND WASHTENAW COUNTY - Zone 3)		
Levels A, B or C.....	\$ 27.21	12.45
Work performed in conjunction with site preparation not requiring the use of personal protective equipment;		
Also, Level D.....	\$ 26.21	12.45
Laborers - hazardous waste abatement: (MACOMB AND WAYNE COUNTIES - Zone 1)		
Levels A, B or C.....	\$ 26.54	13.97
Work performed in conjunction with site preparation not requiring the use of personal protective equipment;		
Also, Level D.....	\$ 25.54	13.97
Laborers - hazardous waste		

abatement: (MONROE COUNTY -
Zone 4)

Levels A, B or C.....\$ 27.64	12.56
Work performed in conjunction with site preparation not requiring the use of personal protective equipment;	
Also, Level D.....\$ 26.64	12.56

Laborers - hazardous waste
abatement: (OAKLAND COUNTY
and the Northeast portion of
LIVINGSTON COUNTY bordered by
Oak Grove Road on the West
and M-59 on the South - Zone
2)

Level A, B, C.....\$ 26.54	13.97
Work performed in conjunction with site preparation not requiring the use of personal protective equipment;	
Also, Level D.....\$ 25.54	13.97

Laborers - hazardous waste
abatement: (SANILAC AND ST.
CLAIR COUNTIES - Zone 5)

Levels A, B or C.....\$ 24.35	13.67
Work performed in conjunction with site preparation not requiring the use of personal protective equipment;	
Also, Level D.....\$ 23.35	13.67

LABO0259-001 09/01/2010

AREA 1: MACOMB, OAKLAND AND WAYNE COUNTIES
AREA 2: ALCONA, ALGER, ALLEGAN, ALPENA, ANTRIM, ARENAC, BARAGA,
BARRY, BAY, BENZIE, BERRIEN, BRANCH, CALHOUN, CASS, CHARLEVOIX,
CHEBOYGAN, CHIPPEWA, CLARE, CLINTON, CRAWFORD, DELTA,
DICKINSON, EATON, EMMET, GENESEE, GLADWIN, GOGEBIC, GRAND
TRAVERSE, GRATIOT, HILLSDALE, HOUGHTON, HURON, INGHAM, IONIA,
IOSCO, IRON, ISABELLA, JACKSON, KALAMAZOO, KALKASKA, KENT,
KEWEENAW, LAKE, LAPEER, LEELANAU, LENAWEE, LIVINGSTON, LUCE,
MACKINAC, MANISTEE, MARQUETTE, MASON, MECOSTA, MENOMINEE,
MIDLAND, MISSAUKEE, MONROE, MONTCALM, MONTMORENCY, MUSKEGON,
NEWAYGO, OCEANA, OGEAW, ONTONAGON, OSCEOLA, OSCODA, OTSEGO,
OTTAWA, PRESQUE ISLE, ROSCOMMON, SAGINAW, ST. CLARE, ST.
JOSEPH, SANILAC, SCHOOLCRAFT, SHIAWASSEE, TUSCOLA, VAN BUREN,
WASHTENAW AND WEXFORD COUNTIES

Rates Fringes

Laborers - tunnel, shaft and
caisson:

AREA 1	
GROUP 1.....\$ 21.37	13.75
GROUP 2.....\$ 21.48	13.75
GROUP 3.....\$ 21.54	13.75
GROUP 4.....\$ 21.72	13.75
GROUP 5.....\$ 21.97	13.75
GROUP 6.....\$ 22.30	13.75

GROUP 7.....	\$ 15.58	13.75
AREA 2		
GROUP 1.....	\$ 21.43	11.49
GROUP 2.....	\$ 21.52	11.49
GROUP 3.....	\$ 21.62	11.49
GROUP 4.....	\$ 21.78	11.49
GROUP 5.....	\$ 22.04	11.49
GROUP 6.....	\$ 22.35	11.49
GROUP 7.....	\$ 14.62	11.49

SCOPE OF WORK: Tunnel, shaft and caisson work of every type and description and all operations incidental thereto, including, but not limited to, shafts and tunnels for sewers, water, subways, transportation, diversion, sewerage, caverns, shelters, aquifers, reservoirs, missile silos and steel sheeting for underground construction.

TUNNEL LABORER CLASSIFICATIONS

GROUP 1: Tunnel, shaft and caisson laborer, dump, shanty, hog house tender, testing (on gas) and watchman

GROUP 2: Manhole, headwall, catch basin builder, bricklayer tender, mortar machine and material mixer

GROUP 3: Air tool operator (jackhammer, bush hammer and grinder), first bottom, second bottom, cage tender, car pusher, carrier, concrete, concrete form, concrete repair, cement invert laborer, cement finisher, concrete shoveler, conveyor, floor, gasoline and electric tool operator, gunite, grout operator, welder, heading dinky person, inside lock tender, pea gravel operator, pump, outside lock tender, scaffold, top signal person, switch person, track, tugger, utility person, vibrator, winch operator, pipe jacking, wagon drill and air track operator and concrete saw operator (under 40 h.p.)

GROUP 4: Tunnel, shaft and caisson mucker, bracer, liner plate, long haul dinky driver and well point

GROUP 5: Tunnel, shaft and caisson miner, drill runner, key board operator, power knife operator, reinforced steel or mesh (e.g. wire mesh, steel mats, dowel bars, etc.)

GROUP 6: Dynamite and powder

GROUP 7: Restoration laborer, seeding, sodding, planting, cutting, mulching and top soil grading; and the restoration of property such as replacing mailboxes, wood chips, planter boxes, flagstones, etc.

LABO0334-001 09/01/2010

Rates Fringes

Laborers - open cut:

ZONE 1 - MACOMB, OAKLAND
AND WAYNE COUNTIES:

GROUP 1.....	\$ 21.22	13.75
GROUP 2.....	\$ 21.33	13.75
GROUP 3.....	\$ 21.38	13.75
GROUP 4.....	\$ 21.46	13.75
GROUP 5.....	\$ 21.52	13.75

GROUP 6.....	\$ 18.97	13.75
GROUP 7.....	\$ 15.59	13.75
ZONE 2 - LIVINGSTON COUNTY (east of M-151 (Oak Grove Rd.)); MONROE AND WASHTENAW COUNTIES:		
GROUP 1.....	\$ 21.08	11.49
GROUP 2.....	\$ 21.19	11.49
GROUP 3.....	\$ 21.31	11.49
GROUP 4.....	\$ 21.38	11.49
GROUP 5.....	\$ 21.53	11.49
GROUP 6.....	\$ 18.83	11.49
GROUP 7.....	\$ 15.47	11.49
ZONE 3 - CLINTON, EATON, GENESEE, HILLSDALE AND INGHAM COUNTIES; IONIA COUNTY (City of Portland); JACKSON, LAPEER AND LENAWEE COUNTIES; LIVINGSTON COUNTY (west of M-151 Oak Grove Rd.); SANILAC, ST. CLAIR AND SHIAWASSEE COUNTIES:		
GROUP 1.....	\$ 19.27	11.49
GROUP 2.....	\$ 19.41	11.49
GROUP 3.....	\$ 19.53	11.49
GROUP 4.....	\$ 19.58	11.49
GROUP 5.....	\$ 19.72	11.49
GROUP 6.....	\$ 17.02	11.49
GROUP 7.....	\$ 14.17	11.49
ZONE 4 - ALCONA, ALLEGAN, ALPENA, ANTRIM, ARENAC, BARRY, BAY, BENZIE, BERRIEN, BRANCH, CALHOUN, CASS, CHARLEVOIX, CHEBOYGAN, CLARE, CRAWFORD, EMMET, GLADWIN, GRAND TRAVERSE, GRATIOT AND HURON COUNTIES; IONIA COUNTY (EXCEPT THE CITY OF PORTLAND); IOSCO, ISABELLA, KALAMAZOO, KALKASKA, KENT, LAKE, LEELANAU, MANISTEE, MASON, MECOSTA, MIDLAND, MISSAUKEE, MONTCALM, MONTMORENCY, MUSKEGON, NEWAYGO, OCEANA, OGEMAW, OSCEOLA, OSCODA, OSTEGO, OTTAWA, PRESQUE ISLE, ROSCOMMON, SAGINAW, ST. JOSEPH, TUSCOLA, VAN BUREN AND WEXFORD COUNTIES:		
GROUP 1.....	\$ 18.28	11.49
GROUP 2.....	\$ 18.41	11.49
GROUP 3.....	\$ 18.52	11.49
GROUP 4.....	\$ 18.59	11.49
GROUP 5.....	\$ 18.71	11.49
GROUP 6.....	\$ 15.93	11.49
GROUP 7.....	\$ 14.27	11.49
ZONE 5 - ALGER, BARAGA, CHIPPEWA, DELTA,		

DICKINSON, GOGEBIC,
 HOUGHTON, IRON,
 KEWEENAW, LUCE, MACKINAC,
 MARQUETTE, MENOMINEE,
 ONTONAGON AND SCHOOLCRAFT
 COUNTIES:

GROUP 1.....	\$ 18.51	11.49
GROUP 2.....	\$ 18.65	11.49
GROUP 3.....	\$ 18.78	11.49
GROUP 4.....	\$ 18.83	11.49
GROUP 5.....	\$ 18.88	11.49
GROUP 6.....	\$ 16.26	11.49
GROUP 7.....	\$ 14.37	11.49

SCOPE OF WORK:

Open cut construction work shall be construed to mean work which requires the excavation of earth including industrial, commercial and residential building site excavation and preparation, land balancing, demolition and removal of concrete and underground appurtenances, grading, paving, sewers, utilities and improvements; retention, oxidation, flocculation and irrigation facilities, and also including but not limited to underground piping, conduits, steel sheeting for underground construction, and all work incidental thereto, and general excavation. For all areas except the Upper Peninsula, open cut construction work shall also be construed to mean waterfront work, piers, docks, seawalls, breakwalls, marinas and all incidental work. Open cut construction work shall not include any structural modifications, alterations, additions and repairs to buildings, or highway work, including roads, streets, bridge construction and parking lots or steel erection work and excavation for the building itself and back filling inside of and within 5 ft. of the building and foundations, footings and piers for the building. Open cut construction work shall not include any work covered under Tunnel, Shaft and Caisson work.

OPEN CUT LABORER CLASSIFICATIONS

GROUP 1: Construction laborer

GROUP 2: Mortar and material mixer, concrete form person, signal person, well point person, manhole, headwall and catch basin builder, headwall, seawall, breakwall and dock builder

GROUP 3: Air, gasoline and electric tool operator, vibrator operator, driller, pump person, tar kettle operator, bracer, rodder, reinforced steel or mesh person (e.g., wire mesh, steel mats, dowel bars, etc.), welder, pipe jacking and boring person, wagon drill and air track operator and concrete saw operator (under 40 h.p.), windlass and tugger person and directional boring person

GROUP 4: Trench or excavating grade person

GROUP 5: Pipe layer (including crock, metal pipe, multi-plate or other conduits)

GROUP 6: Grouting man, audio-visual television operations and all other operations in connection with closed circuit

television inspection, pipe cleaning and pipe relining work and the installation and repair of water service pipe and appurtenances

GROUP 7: Restoration laborer, seeding, sodding, planting, cutting, mulching and top soil grading; and the restoration of property such as replacing mailboxes, wood chips, planter boxes, flagstones, etc.

LABO0465-001 06/01/2011

LABORER: Highway, Bridge and Airport Construction

AREA 1: GENESEE, MACOMB, MONROE, OAKLAND, WASHTENAW AND WAYNE COUNTIES

AREA 2: ALLEGAN, BARRY, BAY, BERRIEN, BRANCH, CALHOUN, CASS, CLINTON, EATON, GRATIOT, HILLSDALE, HURON, INGHAM, JACKSON, KALAMAZOO, LAPEER, LENAWEE, LIVINGSTON, MIDLAND, MUSKEGON, SAGINAW, SANILAC, SHIAWASSEE, ST. CLAIR, ST. JOSEPH, TUSCOLA AND VAN BUREN COUNTIES

AREA 3: ALCONA, ALPENA, ANTRIM, ARENAC, BENZIE, CHARLEVOIX, CHEBOYGAN, CLARE, CRAWFORD, EMMET, GLADWIN, GRAND TRAVERSE, IONIA, IOSCO, ISABELLA, KALKASKA, KENT, LAKE, LEELANAU, MANISTEE, MASON, MECOSTA, MISSAUKEE, MONTCALM, MONTMORENCY, NEWAYGO, OCEANA, OGEMAW, OSCEOLA, OSCODA, OTSEGO, OTTAWA, PRESQUE ISLE, ROSCOMMON AND WEXFORD COUNTIES

AREA 4: ALGER, BARAGA, CHIPPEWA, DELTA, DICKINSON, GOGEBIC, HOUGHTON, IRON, KEWEENAW, LUCE, MACKINAC, MARQUETTE, MENOMINEE, ONTONAGON AND SCHOOLCRAFT COUNTIES

	Rates	Fringes
LABORER (AREA 1)		
GROUP 1.....	\$ 24.39	11.78
GROUP 2.....	\$ 24.52	11.78
GROUP 3.....	\$ 24.70	11.78
GROUP 4.....	\$ 24.78	11.78
GROUP 5.....	\$ 24.99	11.78
GROUP 6.....	\$ 25.29	11.78
LABORER (AREA 2)		
GROUP 1.....	\$ 22.39	11.78
GROUP 2.....	\$ 22.59	11.78
GROUP 3.....	\$ 22.83	11.78
GROUP 4.....	\$ 23.18	11.78
GROUP 5.....	\$ 23.05	11.78
GROUP 6.....	\$ 23.39	11.78
LABORER (AREA 3)		
GROUP 1.....	\$ 21.64	11.78
GROUP 2.....	\$ 21.85	11.78
GROUP 3.....	\$ 22.14	11.78
GROUP 4.....	\$ 22.58	11.78
GROUP 5.....	\$ 22.20	11.78
GROUP 6.....	\$ 22.63	11.78
LABORER (AREA 4)		
GROUP 1.....	\$ 21.64	11.78
GROUP 2.....	\$ 21.85	11.78
GROUP 3.....	\$ 22.14	11.78
GROUP 4.....	\$ 22.58	11.78
GROUP 5.....	\$ 22.20	11.78

LABORER CLASSIFICATIONS

GROUP 1: Asphalt shoveler or loader; asphalt plant misc.; burlap person; yard person; dumper (wagon, truck, etc.); joint filling laborer; miscellaneous laborer; unskilled laborer; sprinkler laborer; form setting laborer; form stripper; pavement reinforcing; handling and placing (e.g., wire mesh, steel mats, dowel bars); mason's tender or bricklayer's tender on manholes; manhole builder; headwalls, etc.; waterproofing, (other than buildings) seal coating and slurry mix, shoring, underpinning; pressure grouting; bridge pin and hanger removal; material recycling laborer; horizontal paver laborer (brick, concrete, clay, stone and asphalt); ground stabilization and modification laborer; grouting; waterblasting; top person; railroad track and trestle laborer; carpenters' tender; guard rail builders' tender; earth retention barrier and wall and M.S.E. wall installer's tender; highway and median installer's tender (including sound, retaining, and crash barriers); fence erector's tender; asphalt raker tender; sign installer; remote control operated equipment.

GROUP 2: Mixer operator (less than 5 sacks); air or electric tool operator (jackhammer, etc.); spreader; boxperson (asphalt, stone, gravel); concrete paddler; power chain saw operator; paving batch truck dumper; tunnel mucker (highway work only); concrete saw (under 40 h.p.) and dry pack machine; roto-mill grounds person.

GROUP 3: Tunnel miner (highway work only); finishers tenders; guard rail builders; highway and median barrier installer; earth retention barrier and wall and M.S.E. wall installer's (including sound, retaining and crash barriers); fence erector; bottom person; powder person; wagon drill and air track operator; diamond and core drills; grade checker; certified welders; curb and side rail setter's tender.

GROUP 4: Asphalt raker

GROUP 5: Pipe layers, oxy-gun

GROUP 6: Line-form setter for curb or pavement; asphalt screed checker/screw man on asphalt paving machines.

LABO1076-005 04/01/2011

MICHIGAN STATEWIDE

	Rates	Fringes
LABORER (DISTRIBUTION WORK)		
Zone 1.....	\$ 18.18	11.49
Zone 2.....	\$ 16.80	11.49
Zone 3.....	\$ 15.03	11.49
Zone 4.....	\$ 14.40	11.49
Zone 5.....	\$ 14.40	11.49

DISTRIBUTION WORK - The construction, installation, treating and reconditioning of distribution pipelines transporting coal, oil, gas or other similar materials, vapors or

liquids, including pipelines within private property boundaries, up to and including the meter settings on residential, commercial, industrial, institutional, private and public structures. All work covering pumping stations and tank farms not covered by the Building Trades Agreement. Other distribution lines with the exception of sewer, water and cable television are included.

Underground Duct Layer Pay: \$.40 per hour above the base pay rate.

Zone 1 - Macomb, Oakland and Wayne

Zone 2 - Monroe and Washtenaw

Zone 3 - Bay, Genesee, Lapeer, Midland, Saginaw, Sanilac, Shiawassee and St. Clair

Zone 4 - Alger, Baraga, Chippewa, Delta, Dickinson, Gogebic, Houghton, Iron, Keweenaw, Luce, Mackinac, Marquette, Menominee, Ontonagon and Schoolcraft

Zone 5 - Remaining Counties in Michigan

PAIN0022-002 07/01/2008

HILLSDALE, JACKSON AND LENAWEE COUNTIES; LIVINGSTON COUNTY (east of the eastern city limits of Howell, not including the city of Howell, north to the Genesee County line and south to the Washtenaw County line); MACOMB, MONROE, OAKLAND, WASHTENAW AND WAYNE COUNTIES:

	Rates	Fringes
PAINTER.....	\$ 25.06	14.75

FOOTNOTES: For all spray work and journeyman rigging for spray work, also blowing off, \$0.80 per hour additional (applies only to workers doing rigging for spray work on off the floor work. Does not include setting up or moving rigging on floor surfaces, nor does it apply to workers engaged in covering up or tending spray equipment. For all sandblasting and spray work performed on highway bridges, overpasses, tanks or steel, \$0.80 per hour additional. For all brushing, cleaning and other preparatory work (other than spraying or steeplejack work) at scaffold heights of fifty (50) feet from the ground or higher, \$0.50 per hour additional. For all preparatorial work and painting performed on open steel under forty (40) feet when no scaffolding is involved, \$0.50 per hour additional. For all swing stage work-window jacks and window belts-exterior and interior, \$0.50 per hour additional. For all spray work and sandblaster work to a scaffold height of forty (40) feet above the floor level, \$0.80 per hour additional. For all preparatorial work and painting on all highway bridges or overpasses up to forty (40) feet in height, \$0.50 per hour additional. For all steeplejack work performed where the elevation is forty (40) feet or more, \$1.25 per hour additional.

PAIN0312-001 06/01/2010

EXCLUDES: ALLEGAN COUNTY (Townships of Dorr, Fillmore, Heath, Hopkins, Laketown, Leighton, Manlius, Monterey, Overisel, Salem, Saugatuck and Wayland); INCLUDES: Barry, Berrian, Branch, Calhoun, Cass, Hillsdale, Kalamazoo, St. Joseph, Van

Buren

	Rates	Fringes
PAINTER		
Brush and roller.....	\$ 20.65	11.60
Spray, Sandblast, Sign		
Painting.....	\$ 21.85	11.60

PAIN0845-003 07/01/2010

CLINTON COUNTY; EATON COUNTY (does not include the townships of Bellevue and Olivet); INGHAM COUNTY; IONIA COUNTY (east of Hwy. M 66); LIVINGSTON COUNTY (west of the eastern city limits of Howell, including the city of Howell, north to the Genesee County line and south to the Washtenaw County line); AND SHIAWASSEE COUNTY (Townships of Bennington, Laingsbury and Perry):

	Rates	Fringes
PAINTER.....	\$ 20.74	11.00

PAIN0845-015 07/01/2010

MUSKEGON COUNTY; NEWAYGO COUNTY (except the Townships of Barton, Big Prairie, Brooks, Croton, Ensley, Everett, Goodwell, Grant, Home, Monroe, Norwich and Wilcox); OCEANA COUNTY; OTTAWA COUNTY (except the townships of Allendale, Blendone, Chester, Georgetown, Holland, Jamestown, Olive, Park, Polkton, Port Sheldon, Tallmadge, Wright and Zeeland):

	Rates	Fringes
PAINTER.....	\$ 20.74	11.00

PAIN0845-018 07/01/2010

ALLEGAN COUNTY (Townships of Dorr, Fillmore, Heath, Hopkins, Laketown, Leighton, Manlius, Monterey, Overisel, Salem, Saugatuck and Wayland); IONIA COUNTY (west of Hwy. M-66); KENT, MECOSTA AND MONTCALM COUNTIES; NEWAYGO COUNTY (Townships of Barton, Big Prairie, Brooks, Croton, Ensley, Everett, Goodwell, Grant, Home, Monroe, Norwich and Wilcox); OSCEOLA COUNTY (south of Hwy. #10); OTTAWA COUNTY (Townships of Allendale, Blendone, Chester, Georgetown, Holland, Jamestown, Olive, Park, Polkton, Port Sheldon, Tallmadge, Wright and Zeeland):

	Rates	Fringes
PAINTER.....	\$ 20.74	11.00

FOOTNOTES: Lead abatement work: \$1.00 per hour additional.

PAIN1011-003 06/01/2010

ALGER, BARAGA, CHIPPEWA, DELTA, DICKINSON, GOGEBIC, HOUGHTON, IRON, KEWEENAW, LUCE, MACKINAC, MARQUETTE, MENOMINEE, ONTONAGON AND SCHOOLCRAFT COUNTIES:

	Rates	Fringes
PAINTER.....	\$ 24.00	9.17

FOOTNOTES: High pay (bridges, overpasses, watertower): 30 to 80 ft.: \$.65 per hour additional. 80 ft. and over: \$1.30 per hour additional.

PAIN1474-002 06/01/2010

HURON COUNTY; LAPEER COUNTY (east of Hwy. M-53); ST. CLAIR, SANILAC AND TUSCOLA COUNTIES:

	Rates	Fringes
PAINTER.....	\$ 23.79	12.02

FOOTNOTES: Lead abatement work: \$1.00 per hour additional. Work with any hazardous material: \$1.00 per hour additional. Sandblasting, steam cleaning and acid cleaning: \$1.00 per hour additional. Ladder work at or above 40 ft., scaffold work at or above 40 ft., swing stage, boatswain chair, window jacks and all work performed over a falling height of 40 ft.: \$1.00 per hour additional. Spray gun work, pick pullers and those handling needles, blowing off by air pressure, and any person rigging (setting up and moving off the ground): \$1.00 per hour additional. Steeplejack, tanks, gas holders, stacks, flag poles, radio towers and beacons, power line towers, bridges, etc.: \$1.00 per hour additional, paid from the ground up.

PAIN1803-003 06/01/2009

ALCONA, ALPENA, ANTRIM, ARENAC, BAY, BENZIE, CHARLEVOIX, CHEBOYGAN, CLARE, CRAWFORD, EMMET, GLADWIN, GRAND TRAVERSE, GRATIOT, IOSCO, ISABELLA, KALKASKA, LAKE, LEELANAU, MANISTEE, MASON, MIDLAND, MISSAUKEE, MONTMORENCY AND OGEMAW COUNTIES; OSCEOLA COUNTY (north of Hwy. #10); OSCODA, OTSEGO, PRESQUE ISLE, ROSCOMMON, SAGINAW AND WEXFORD COUNTIES:

	Rates	Fringes
PAINTER		
Work performed on water, bridges over water or moving traffic, radio and powerline towers, elevated tanks, steeples, smoke stacks over 40 ft. of falling heights, recovery of lead-based paints and any work associated with industrial plants, except maintenance of industrial plants.....	\$ 23.20	10.85
All other work, including maintenance of industrial plant.....	\$ 21.78	10.75

FOOTNOTES: Spray painting, sandblasting, blowdown associated with spraying and blasting, water blasting and work involving a swing stage, boatswain chair or spider: \$1.00 per hour additional. All work performed inside tanks, vessels, tank trailers, railroad cars, sewers, smoke stacks, boilers or other spaces having limited egress not including buildings, opentop tanks, pits, etc.: \$1.25 per hour additional.

 PLAS0514-001 06/01/2010

ZONE 1: GENESEE, LIVINGSTON, MACOMB, MONROE, OAKLAND, SAGINAW, WASHTENAW AND WAYNE COUNTIES

ZONE 2: ALCONA, ALGER, ALLEGAN, ALPENA, ANTRIM, ARENAC, BARAGO, BARRY, BAY, BENZIE, BERRIEN, BRANCH, CALHOUN, CASS, CHARLEVOIX, CHEBOYGAN, CHIPPEWA, CLARE, CLINTON, CRAWFORD, DELTA, DICKINSON, EATON, EMMET, GLADWIN, GOGEBIC, GRAND TRAVERSE, GRATIOT, HILLSDALE, HOUGHTON, HURON, INGHAM, IONIA, IOSCO, IRON, ISABELLA, JACKSON, KALAMAZOO, KALKASKA, KENT, KEWEENAW, LAKE, LAPEER, LEELANAU, LENAWEE, LUCE, MACKINAC, MANISTEE, MARQUETTE, MASON, MECOSTA, MENOMINEE, MIDLAND, MISSAUKEE, MONTCALM, MONTMORENCY, MUSKEGON, NEWAYGO, OCEANA, OGEMAW, ONTONAGON, OSCEOLA, OSCODA, OSTEGO, OTTAWA, PRESQUE ISLE, ROSCOMMON, SANILAC, SCHOOLCRAFT, SHIAWASEE, ST. CLAIR, ST. JOSEPH, TUSCOLA, VAN BUREN AND WEXFORD COUNTIES

	Rates	Fringes
CEMENT MASON/CONCRETE FINISHER		
ZONE 1.....	\$ 27.48	11.50
ZONE 2.....	\$ 25.98	11.50

 PLUM0190-003 05/01/2010

ALCONA, ALGER, ALLEGAN, ALPENA, ANTRIM, ARENAC, BARAGA, BARRY, BAY, BENZIE, BERRIEN, BRANCH, CALHOUN, CASS, CHARLEVOIX, CHEBOYGAN, CHIPPEWA, CLARE, CLINTON, CRAWFORD, DELTA, DICKINSON, EATON, EMMET, GENESEE, GLADWIN, GOGEBIC, GRAND TRAVERSE, GRATIOT, HILLSDALE, HOUGHTON, HURON, INGHAM, IONIA, IOSCO, IRON, ISABELLA, JACKSON, KALAMAZOO, KALKASKA, KENT, KEWEENAW, LAKE, LAPEER, LEELANAU, LENAWEE, LIVINGSTON, LUCE, MACKINAC, MACOMB, MANISTEE, MARQUETTE, MASON, MECOSTA, MENOMINEE, MIDLAND, MISSAUKEE, MONTCALM, MONTMORENCY, MONROE, MUSKEGON, NEWAYGO, OAKLAND, OCEANA, OGEMAW, ONTONAGON, OSCEOLA, OSCODA, OTSEGO, OTTAWA, PRESQUE ISLE, ROSCOMMON, SAGINAW, ST. CLARE, ST. JOSEPH, SANILAC, SCHOOLCRAFT, SHIAWASSEE, TUSCOLA, VAN BUREN, WASHTENAW, WAYNE AND WEXFORD COUNTIES

	Rates	Fringes
Plumber/Pipefitter - gas distribution pipeline:		
Welding in conjunction with gas distribution pipeline work.....	\$ 27.68	18.29
All other work:.....	\$ 20.72	11.15

 SUMI2002-001 05/01/2002

	Rates	Fringes
Flag Person.....	\$ 7.25	
LINE PROTECTOR (ZONE 1: GENESEEE, MACOMB, MONROE, OAKLAND, WASHTENAW AND WAYNE)....	\$ 18.98	9.57
LINE PROTECTOR (ZONE 2: STATEWIDE (EXCLUDING GENESEE, MACOMB, MONROE, OAKLAND, WASHTENAW AND WAYNE).....	\$ 17.14	10.02
Pavement Marking Machine (ZONE 1: GENESEE, MACOMB, MONROE, OAKLAND, WASHTENAW AND WAYNE COUNTIES) Group 1.....	\$ 23.72	9.57
Pavement Marking Machine (ZONE 1: GENESEE, MACOMB, MONROE, OAKLAND, WASHTENAW AND WAYNE) Group 2.....	\$ 21.35	9.57
Pavement Marking Machine (ZONE 2: STATEWIDE (EXCLUDING GENESEEE, MACOMB, MONROE, OAKLAND, WASHTENAW AND WAYNE COUNTIES) Group 1.....	\$ 21.42	10.02
Pavement Marking Machine (ZONE 2: STATEWIDE (EXCLUDING GENESEEE, MACOMB, MONROE, OAKLAND, WASHTENAW AND WAYNE) Group 2.....	\$ 19.28	10.02

WORK CLASSIFICATIONS:

PAVEMENT MARKER GROUP 1: Drives or operates a truck mounted striper, grinder, blaster, groover, or thermoplastic melter for the placement or removal of temporary or permanent pavement markings or markers.

PAVEMENT MARKER GROUP 2: Performs all functions involved for the placement or removal of temporary or permanent pavement markings or markers not covered by the classification of Pavement Marker Group 1 or Line Protector.

LINE PROTECTOR: Performs all operations for the protection or removal of temporary or permanent pavement markings or markers in a moving convoy operation not performed by the classification of Pavement Marker Group 1. A moving convoy operation is comprised of only Pavement Markers Group 1 and Line Protectors.

TEAM0007-004 06/01/2004

AREA 1: ALCONA, ALGER, ALLEGAN, ALPENA, ANTRIM, ARENAC, BARAGO, BARRY, BAY, BENZIE, BERRIEN, BRANCH, CALHOUN, CASS, CHARLEVOIX, CHEBOYGAN, CHIPPEWA, CLARE, CLINTON, CRAWFORD, DELTA, DICKINSON, EATON, EMMET, GLADWIN, GOGEBIC, GRAND TRAVERSE,

GRATIOT, HILLSDALE, HOUGHTON, HURON, INGHAM, IONIA, IOSCO,
 IRON, ISABELLA, JACKSON, KALAMAZOO, KALKASKA, KENT, KEWEENAW,
 LAKE, LAPEER, LEELANAU, LENAWEE, LUCE, MACKINAC, MANISTEE,
 MARQUETTE, MASON, MECOSTA, MENOMINEE, MIDLAND, MISSAUKEE,
 MONTCALM, MONTMORENCY, MUSKEGON, NEWAYGO, OCEANA, OGEMAW,
 ONTONAGON, OSCEOLA, OSCODA, OSTEGO, OTTAWA, PRESQUE ISLE,
 ROSCOMMON, SAGINAW, SANILAC, SCHOOLCRAFT, SHIAWASEE, ST. CLAIR,
 ST. JOSEPH, TUSCOLA, VAN BUREN AND WEXFORD COUNTIES

AREA 2: GENESEE, LIVINGSTON, MACOMB, MONROE, OAKLAND, WASHTENAW
 AND WAYNE COUNTIES

	Rates	Fringes
TRUCK DRIVER		
AREA 1		
Euclids, double bottoms and lowboys.....	\$ 23.545	.50 + a+b
Trucks under 8 cu. yds.....	\$ 23.295	.50 + a+b
Trucks, 8 cu. yds. and over.....	\$ 23.395	.50 + a+b
AREA 2		
Euclids, double bottomms and lowboys.....	\$ 23.645	.50 + a+b
Trucks under 8 cu. yds.....	\$ 23.395	.50 + a+b
Trucks, 8 cu. yds. and over.....	\$ 23.495	.50 + a+b

Footnote: a. \$265.90 per week
 b. \$28.00 daily

 TEAM0247-004 06/01/2004

AREA 1: ALCONA, ALGER, ALLEGAN, ALPENA, ANTRIM, ARENAC, BARAGO,
 BARRY, BAY, BENZIE, BERRIEN, BRANCH, CALHOUN, CASS, CHARLEVOIX,
 CHEBOYGAN, CHIPPEWA, CLARE, CLINTON, CRAWFORD, DELTA,
 DICKINSON, EATON, EMMET, GLADWIN, GOGEBIC, GRAND TRAVERSE,
 GRATIOT, HILLSDALE, HOUGHTON, HURON, INGHAM, IONIA, IOSCO,
 IRON, ISABELLA, JACKSON, KALAMAZOO, KALKASKA, KENT, KEWEENAW,
 LAKE, LAPEER, LEELANAU, LENAWEE, LUCE, MACKINAC, MANISTEE,
 MARQUETTE, MASON, MECOSTA, MENOMINEE, MIDLAND, MISSAUKEE,
 MONTCALM, MONTMORENCY, MUSKEGON, NEWAYGO, OCEANA, OGEMAW,
 ONTONAGON, OSCEOLA, OSCODA, OSTEGO, OTTAWA, PRESQUE ISLE,
 ROSCOMMON, SANILAC, SCHOOLCRAFT, SHIAWASEE, ST. CLAIR, ST.
 JOSEPH, TUSCOLA, VAN BUREN AND WEXFORD COUNTIES

AREA 2: GENESEE, MACOMB, MONROE, OAKLAND, WASHTENAW AND WAYNE
 COUNTIES

	Rates	Fringes
Sign Installer		
AREA 1		
GROUP 1.....	\$ 20.18	.15 + a
GROUP 2.....	\$ 19.93	.15 + a
AREA 2		
GROUP 1.....	\$ 21.73	.15 + a
GROUP 2.....	\$ 21.48	.15 + a

FOOTNOTE:

a. \$132.70 per week, plus \$17.80 per day.

SIGN INSTALLER CLASSIFICATION:S

GROUP 1: performs all necessary labor and uses all tools required to construct and set concrete forms required in the installation of highway and street signs

GROUP 2: performs all miscellaneous labor, uses all hand and power tools, and operates all other equipment, mobile or otherwise, required for the installation of highway and street signs

TEAM0247-010 04/01/2011

AREA 1: ALCONA, ALGER, ALLEGAN, ALPENA, ANTRIM, ARENAC, BARAGO, BARRY, BAY, BENZIE, BERRIEN, BRANCH, CALHOUN, CASS, CHARLEVOIX, CHEBOYGAN, CHIPPEWA, CLARE, CLINTON, CRAWFORD, DELTA, DICKINSON, EATON, EMMET, GLADWIN, GOGEBIC, GRAND TRAVERSE, GRATIOT, HILLSDALE, HOUGHTON, HURON, INGHAM, IONIA, IOSCO, IRON, ISABELLA, JACKSON, KALAMAZOO, KALKASKA, KENT, KEWEENAW, LAKE, LAPEER, LEELANAU, LENAWEE, LIVINGSTON, LUCE, MACKINAC, MANISTEE, MARQUETTE, MASON, MECOSTA, MENOMINEE, MIDLAND, MISSAUKEE, MONTCALM, MONTMORENCY, MUSKEGON, NEWAYGO, OCEANA, OGEMAW, ONTONAGON, OSCEOLA, OSCODA, OSTEGO, OTTAWA, PRESQUE ISLE, ROSCOMMON, SAGINAW, SANILAC, SCHOOLCRAFT, SHIAWASEE, ST. CLAIR, ST. JOSEPH, TUSCOLA, VAN BUREN AND WEXFORD COUNTIES

AREA 2: GENESEE, MACOMB, MONROE, OAKLAND, WASHTENAW AND WAYNE COUNTIES

Rates Fringes

TRUCK DRIVER (Underground construction)

AREA 1

GROUP 1.....\$ 21.62327.95/wk+49.90/day
GROUP 2.....\$ 21.71327.95/wk+49.90/day
GROUP 3.....\$ 21.92327.95/wk+49.90/day

AREA 2

GROUP 1.....\$ 21.92327.95/wk+49.90/day
GROUP 2.....\$ 22.06327.95/wk+49.90/day
GROUP 3.....\$ 22.25327.95/wk+49.90/day

PAID HOLIDAYS: New Year's Day, Memorial Day, Fourth of July, Labor Day, Thanksgiving Day and Christmas Day.

SCOPE OF WORK: Excavation, site preparation, land balancing, grading, sewers, utilities and improvements; also including but not limited to, tunnels, underground piping, retention, oxidation, flocculation facilities, conduits, general excavation and steel sheeting for underground construction. Underground construction work shall not include any structural modifications, alterations, additions and repairs to buildings or highway work, including roads, streets, bridge construction and parking lots or steel erection.

TRUCK DRIVER CLASSIFICATIONS

GROUP 1: Truck driver on all trucks (EXCEPT dump trucks of 8

cubic yards capacity or over, pole trailers, semis, low boys, Euclid, double bottom and fuel trucks)

GROUP 2: Truck driver on dump trucks of 8 cubic yards capacity or over, pole trailers, semis and fuel trucks

GROUP 3: Truck driver on low boy, Euclid and double bottom

WELDERS - Receive rate prescribed for craft performing operation to which welding is incidental.
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Unlisted classifications needed for work not included within the scope of the classifications listed may be added after award only as provided in the labor standards contract clauses (29CFR 5.5 (a) (1) (ii)).

In the listing above, the "SU" designation means that rates listed under the identifier do not reflect collectively bargained wage and fringe benefit rates. Other designations indicate unions whose rates have been determined to be prevailing.

WAGE DETERMINATION APPEALS PROCESS

1.) Has there been an initial decision in the matter? This can be:

- * an existing published wage determination
- * a survey underlying a wage determination
- * a Wage and Hour Division letter setting forth a position on a wage determination matter
- * a conformance (additional classification and rate) ruling

On survey related matters, initial contact, including requests for summaries of surveys, should be with the Wage and Hour Regional Office for the area in which the survey was conducted because those Regional Offices have responsibility for the Davis-Bacon survey program. If the response from this initial contact is not satisfactory, then the process described in 2.) and 3.) should be followed.

With regard to any other matter not yet ripe for the formal process described here, initial contact should be with the Branch of Construction Wage Determinations. Write to:

Branch of Construction Wage Determinations
Wage and Hour Division
U.S. Department of Labor
200 Constitution Avenue, N.W.
Washington, DC 20210

2.) If the answer to the question in 1.) is yes, then an interested party (those affected by the action) can request review and reconsideration from the Wage and Hour Administrator (See 29 CFR Part 1.8 and 29 CFR Part 7). Write to:

Wage and Hour Administrator

U.S. Department of Labor
200 Constitution Avenue, N.W.
Washington, DC 20210

The request should be accompanied by a full statement of the interested party's position and by any information (wage payment data, project description, area practice material, etc.) that the requestor considers relevant to the issue.

3.) If the decision of the Administrator is not favorable, an interested party may appeal directly to the Administrative Review Board (formerly the Wage Appeals Board). Write to:

Administrative Review Board
U.S. Department of Labor
200 Constitution Avenue, N.W.
Washington, DC 20210

4.) All decisions by the Administrative Review Board are final.

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END OF GENERAL DECISION