



OFFICE OF PURCHASING

201 WEST KALAMAZOO AVENUE

KALAMAZOO, MICHIGAN 49007

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CHERYL A. McCAFFERY, CPPB, MANAGER

March 23, 2011

INVITATION FOR BID

Kalamazoo County is requesting bids for crack sealing at the Kalamazoo/Battle Creek International Airport. This is a federally-funded project and Davis-Bacon wage rates will apply. There will also be state funding and the requirements are listed under "Project Manual Addendum". Specifications are attached.

Bids must be submitted in complete original form by mail or messenger to the following address:

County Purchasing Manager
201 W. Kalamazoo Avenue, Room 108
Kalamazoo, MI 49007

Bids will be accepted at the above address until the time and date specified below and immediately after will be publicly opened and read aloud.

CLOSING TIME: 2:00 P.M., Local time

CLOSING DATE: April 21, 2011

All bids shall be submitted on the enclosed bid form, tightly sealed in an opaque envelope and plainly marked "**SEALED BID – CRACK SEALING.**" Bids opened due to improper identification will be rejected and returned.

All bids are subject to the Standard Terms and Conditions attached.

NO BID MAY BE WITHDRAWN FOR AT LEAST 60 DAYS AFTER BID OPENING.

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STANDARD TERMS AND CONDITIONS

1. **BID PREPARATION** - The bids shall be legibly prepared with ink or typed. If a unit price or extension already entered by a bidder on the bid form is to be altered, it should be crossed out with ink, the new unit price or extension entered above or below, and initialed by the bidder, also with ink. The bid shall be signed by an authorized representative and the complete address of the bidder given thereon.
2. **PAYMENT PROVISIONS** - Discount payment within a specified period of time will not be considered in evaluating bids for award. Such discounts will be taken if payment can be made in that period, even though they are not considered in the evaluation of the bid. The County comes under the provisions of a state statute which requires Board approval before invoices are paid. There is a delay from 30 - 45 days between invoice receipt and invoice payment.
3. **TAX EXEMPT** - The County is exempt from Federal excise and State sales taxes, except as the law allows, and such taxes shall not be included in bid prices.
4. **WITHDRAWAL OF BIDS** - Bids may be withdrawn in person by a bidder or his authorized representative, provided his identity is made known, and he signs a receipt for the bid; but only if the withdrawal is made prior to the exact time set for receipt for bids.
5. **ALTERNATE BIDS** - Bidders are cautioned that any alternate bid, unless specifically requested, or any changes, insertions or omissions to the terms and conditions, specifications or any other requirement of this Invitation, may be considered non-responsive and at the option of the County, may result in rejection of the bid.
6. **NO BID** - In the event no bid is to be submitted, a letter or postcard should be sent to the Purchasing Department advising whether future Invitations of the type of supplies or services covered by this Invitation are desired. In the event this is not done, the vendor's name may be removed from the bidders list.
7. **AWARD OF CONTRACT** - The contract will be awarded to that responsible bidder whose bid, conforming to this solicitation will be most advantageous to the County, price and other factors considered.
8. **BID ACCEPTANCE** - The County reserves the right to accept or reject any or all bids and to waive any informalities and minor irregularities in bids received.
9. **BID POSTPONEMENT** - The County reserves the right to postpone the bid opening for its own convenience.
10. **INDEMNIFICATION** - The contractor agrees to defend, indemnify and hold harmless the County of Kalamazoo, its officers, officials, employees, agents and representatives from and against all claims, actions, liabilities, losses, suits, fines proceedings, costs and expenses, including attorney fees, alleged to be caused by the fault or negligence of the contractor or its employees, agents and representatives arising out of contractor's performance or lack of performance under this contract.
11. **INSURANCE** - Provide to the County of Kalamazoo a certificate of insurance providing for a commercial general liability insurance policy on an occurrence basis with policy limits of at least one million dollars (\$1,000,000), to include but not be limited to personal injury, bodily injury,

property damage, automobile liability and contractual liability. The certificate of insurance shall specifically provide that the County of Kalamazoo and its officers, agents, employees and representatives are named as additional insureds and that the insurance policy cannot be canceled or materially altered without providing a thirty (30) day written notice to the County of Kalamazoo. The usual words in the cancellation clause of the insurance certificate which state "endeavor to" and "failure to mail such notice shall impose no obligation or liability of any kind upon the company" shall be stricken. The bidder shall also furnish to the County of Kalamazoo a certificate of insurance covering workers' compensation for bidder's employees. Failure of the bidder to provide the certificates of insurance or receipt by the County of a notice of cancellation of the insurance policy(ies) by the bidder's insurance company(ies) shall constitute a material breach of contract and this contract may be terminated immediately.

12. **LATE BIDS** - Any bid received at the office designated herein after the exact time specified for receipt, will be sent back to the bidder unopened with a notation of the date and time received.
13. **NON-ASSIGNMENT** - The successful bidder may not assign, subcontract or otherwise transfer any contract granted without the express written approval of the County.
14. **NON-DISCRIMINATION** - In accordance with provisions of Act 453, P.A. 1976 as amended (Elliott-Larson Civil Rights Act) parties to this contract may not discriminate against an employee or applicant for employment with respect to hire, tenure, terms, conditions or privileges of employment, or a matter directly or indirectly related to employment because of race, color, religion, national origin, age, sex, height, weight or marital status, or disability unrelated to the individual's capacity to perform the employment/job functions. Breach of this covenant may be regarded as a material breach of this contract.
15. **SPECIAL PROVISIONS** - This contract may be subject to provisions of OMB Circular A-102 (Uniform Requirements for Grants and Cooperative Agreements), Section 36 titled Procurement. If applicable, this language will be contained in an appendix to the contract. Bidders not familiar with Section 36 may request a copy through the Purchasing Department.
16. **DEFAULT** - The County may, by written notice to the contractor, at any time terminate this contract, and the contractor's right to proceed with the work for just cause, which shall include, but is not limited to, the following:
 - a. Failure to provide insurance (when called for) in the exact amounts and within the time specified, or any extension thereof.
 - b. Failure to make delivery of the supplies, or to perform the services within the time specified herein, or any extension thereof.
 - c. Unauthorized substitution of articles other than those bid and specified.
 - d. Failure to make progress as to endanger performance of the contract in accordance with its terms.
 - e. Failure to perform any other provision of the contract.
 - f. Standard of Performance - Contractor guarantees the performance of the commodities, goods or services rendered herein, in accordance with the accepted standards of the industry or industries concerned herein, except that if this specification calls for higher standards than such higher standards shall be provided.
Upon notice by the County of contractor's failure to comply with such standards or to otherwise be in default of this contract in any manner following Notice to Proceed, contractor shall immediately remedy said defective performance in a manner acceptable to the County. Should the contractor fail to immediately correct said defective

performance, said failure shall be considered a breach of this contract and grounds for termination of the same by the County.

In the event of any breach of this contract by the contractor, contractor shall pay any cost to the County caused by said breach including, but not limited to, the replacement cost of such goods or services from another contractor.

The County reserves the right to withhold any or all payments until any defects in performance has been satisfactorily corrected.

In the event the contractor is in violation of this contract in any manner and such violation has not been satisfactorily corrected, this may result in the contractor may be barred from being awarded any future County contracts.

- g. All remedies available to the County herein are cumulative and the election of one remedy by the County shall not be a waiver of any other remedy available to the County.

**Kalamazoo/Battle Creek International Airport
Specifications for Crack Sealing
April 2011**

Scope

This project shall consist of sealing existing cracks in the pavement surfaces located on the airfield in accordance with these specifications

The project is to be completed within sixty (60) days upon award of the contract, unless weather conditions prevents/extends sealing operations

General Provisions

This project will include Contractor operations within active Air Operations Areas (AOA). The Airport will conduct normal aircraft operations during the course of this project, subject to certain restrictions. Therefore, to provide for the security and safety of Airport users and the Contractor's forces, as well as to minimize interruptions to aircraft operations, the Contractor shall limit the work to the areas designated by the owner and conduct the sealing operations as specified.

This project will require a portion of the work to be done during nighttime hours (2300-0500) on Runway 17-35. The runway will be closed during these hours while this work is being performed. The owner shall close the surface as needed. Contractor operations within the runway approach, and the runway area, shall not begin until the owner notifies the Contractor that the airfield pavement has been closed. When needed, contractor shall request that the owner close the airfield pavement. Contractor shall submit closure requests, in writing, to the owner 48 hours in advance of the desired closure, not including weekends. The Owner reserves the right, however, to shift any approved closure periods to alleviate aircraft congestion or when inclement weather conditions dictate and to request that the Contractor remove personnel and equipment from the area for brief periods to accommodate air carrier aircraft delays.

All equipment within the Runway and Taxiway Areas shall be in use or under direct supervision. No unnecessary or parked equipment will be allowed within the Runway and Taxiway Areas.

Any fines or assessments levied against the Owner as a result of the Contractor's intrusions in the AOA or other violations by the Contractor's personnel or Contractor's subcontractors will be the responsibility of the Contractor.

The Contractor shall comply with all Airport security requirements, and at the commencement of and during the course of the project, Contractor shall advise it's employees on:

- a. Particular prohibitions against entering or crossing into an active AOA area (runway, taxiway, apron).
- b. Safe vehicle movements and speed control.

HOT Poured CRACK SEALING FILLER

Description

This work consists of furnishing all labor, equipment, and materials necessary for the treatment of filling cracks by the use of the Overband Crack Sealing Method. The Overband Crack Sealing Method consists of cleaning the cracks of all dirt and vegetation in the pavements and placing the specified materials into and over the crack to eliminate water infiltration. Weed killer will be applied to cracks by airport staff prior to the beginning of crack sealing. No cracks of 1/4" or less are to be filled.

Materials

Using the Overband Crack Sealing Method. The overband crack sealer shall be a hot-applied asphalt rubber sealant. The product will be highly adhesive and flexible. It will resist cracking in winter and resistant to flow at summer temperatures. The material shall either be "Crafco" part number 34244 or its equivalent.

The method for obtaining this composition is the choice of the Contractor.

<u>Composition</u>	<u>Requirement</u>
Recycled Rubber Content (by asphaltic components)	18% min.
Recycled Rubber Gradation % passing	
#10	95-100%
#20	35-55%
#40	0-25%
Unit weight at 60°F (15.5°C)	10.0 lb/gal. max.
<u>Physical Property Requirements</u>	<u>Modified AASHTO M173 Limits</u>
Cone Penetration, 77°F (25°C)	50-90
Flow, 140°F (60°C)	5.0 mm max.
Softening Point	176°F (80°C) min
Resilience, 77°F (25°C)	25-60%
Bond, -20°F (-29°C), 50% Extension (1/2" specimen)	Pass 3 cycles
Flexibility, -29°F (-34°C), 1", 90°, 10 sec. (ASTM D3111 mod.)	Pass
Asphalt Compatibility (ASTM D5329)	Pass

Equipment.

Compressed Air System. A compressed air system shall be used for crack preparation. The compressed air equipment shall be able to produce continuous, high-volume, high-pressure, dry air. The air compressor shall be equipped with a moisture separator to remove any oil and water from the air supply. The compressor shall be capable of producing a minimum of 690 kpa and a continuous 5.3 m2 airflow.

Melter Applicator. The melter applicator size shall be capable of batches to produce continuous flow while working without interruptions. It shall be a double boiler kettle equipped with pressure pump, hose and applicator wands. The material house shall be equipped with a material shut-off control. A mechanical full-sweep bi-directional agitator shall be located in the kettle to assure continuous blending. The unit shall be equipped with accurate thermometers to monitor the material temperature and the heating oil temperatures. The unit's thermostatic controls shall allow the operator to regulate material temperatures up to 430F.

Application Wand. The material can be applied by wand followed by a "V" or "U" shaped squeegee or by a round application head having a concave underside. The width of application shall be 75 mm for standard coverage. With the prior written approval of the Engineer, the application width may be increased to a maximum of 150 mm to provide complete and uniform coverage over multi crack areas. The applied sealant thickness shall be 5 mm \pm 1.6mm.

Hot Air Lance (HAL). A heat lance may be used to assure that no residual moisture is present in the crack or on the road surface where the overband is to be applied. At no times shall the contractor attempt to seal pavement that is soaked by drying the pavement with the HAL.

Construction Methods as per FHWA Report No. FHWA-RD-99-147.

Weather Limitations. No material shall be placed unless the pavement temperature is 41F or greater. Material shall not be placed if there is moisture in the crack.

Preparation of Surface. Cleaning of cracks will be performed by using compressed air and any other tools necessary to remove all loose dirt, vegetation and foreign materials. The crack must be dry and thoroughly clean when the material is applied. The compressed air blowing shall be conducted no more than 10 minutes ahead of the filling operation.

Mixing Procedures. The components shall be added to the asphalt cement thoroughly mixed in the kettle. The temperature of the material shall not exceed 400F.

Method of Measurement

Crack sealing material shall be measured by the linear foot of sealant in place, complete and accepted.

Basis of Payment

Payment for crack sealing material shall be made at the contract unit price per linear foot. This price shall be full compensation for furnishing all materials and for all labor, equipment, tools, and incidentals necessary to complete this project.

This is a federally-funded project. Davis-Bacon prevailing wages will apply. Wage determination is enclosed.

Bid Quantity and Units

Airside cracks to be filled: 45,000 linear feet *

* Measurements are estimated.

**Project Manual Addendum
for
Kalamazoo/Battle Creek Int'l. Airport
Kalamazoo, Michigan
Airfield Crack Sealing**

This project will be funded in part through a grant from the Federal Aviation Administration under the Airport and Airway Improvement Act (Project No. TBD). The requirements of the Davis-Bacon Act will apply to this contract and the contractor will be required to submit certified payrolls verifying compliance. There will also be state funding in this project (Project No. TBD).

SPECIAL NOTICE

W-9

In order for payments to be issued through the Michigan Department of Transportation the designated low bidder prior to award of the contract, shall file with the contracting office a 'Request for Taxpayer Identification Number and Certification'. This must be US Department of Treasury, Internal Revenue Service Form W-9. Following on the next page is the form W-9 which must be completed and returned to the contracting office prior to the award of this contract.

**NOTICE TO BIDDERS
CERTIFIED PAYROLLS**

- A. Certified weekly payrolls covering the contractor's and all subcontractor's work forces shall be submitted to the Project Engineer along with the Weekly Employment and OJT Report (form 1199) on all federally funded projects, except these requirements shall not apply to any contract of \$2,000 or less, or airport sponsor negotiated projects in accordance with CFR 29, Part 3.
- B. Certified weekly payrolls covering the contractor's and the subcontractor's work force will not be required of STATE FUNDED PROJECTS. However, the weekly employment and OJT Report (form 1199) shall be submitted to the Project Engineer on all STATE FUNDED PROJECTS of \$10,000 or more and employing three or more people.
- C. On those contracts involving two or more projects and job numbers and the type of funding is mixed, the necessity for submission of payrolls will be determined on a contract by contract basis. If the Department puts only the wage rates issued by the U.S. Department of Labor in the proposal, payrolls must be submitted on all projects and the federal requirements apply. If the Department includes both the wage rates issued by the U.S. Department of Labor and the Michigan Department of Labor, then the wage requirements apply to the respective federally funded and non-federally funded project.
- All payrolls submitted shall identify minority and female employees by preceding the

name with an ethnic code notation. Ethnic code groups are (B) Black, (H) Hispanic, (NA) American Indian or Alaskan Eskimo, and (A) Asian or Pacific Islander. Use (F) for female.

All payrolls shall also identify each employee's work classification, including level, i.e., Laborer Group 1, 2, etc., Operating Engineer Group 1, 2, etc., Truck Driver under 8 cu. yds., etc.

Payrolls on federally funded projects are used for determining compliance with federal wage standard provisions.

These requirements are supplemental to other required contract provisions carried in this bid proposal.

NOTICE TO BIDDERS

BUY AMERICAN-STEEL AND MANUFACTURED PRODUCTS FOR CONSTRUCTION CONTRACTS (JAN 1991)

(A) The Aviation Safety and Capacity Expansion Act of 1990 provides that preference be given to steel and manufactured products produced in the United States when funds are expended pursuant to a grant issued under the airport Improvement Program. The following terms apply:

1. **Steel and manufactured products.** As used in this clause, steel and manufactured products include (1) steel produced in the United States or (2) a manufactured product produced in the United States, if the cost of its components mined, produced or manufactured in the United States exceeds 60 percent of the cost of all its components and final assembly has taken place in the United States. Components of foreign origin of the same class or kind as the products referred to in subparagraphs (B) (1) shall be treated as domestic.

2. **Components.** As used in this clause, components means those articles, materials, and supplies incorporated directly into steel and manufactured products.

3. **Cost of Components:** This means the costs for production of the components, exclusive of final assembly labor costs.

(B) The successful bidder will be required to assure that only domestic steel and manufactured products will be used by the contractor, subcontractors, material

men and suppliers in the performance of this contract, except those -
1. That the U.S. Department of Transportation has determined, under the Aviation Safety and Capacity Expansion Act of 1990, are not produced in the United States in sufficient and reasonably available quantities and of a satisfactory quality;

2. That the U.S. Department of Transportation has determined, under the Aviation Safety and Capacity Expansion Act of 1990, that domestic preference would be inconsistent with the public interest; or

3. That inclusion of domestic material will increase the cost of the overall project contract by more than 25 percent.

BUY AMERICAN CERTIFICATE

By submitting a bid on this proposal package, except for those items listed by the bidder below, the bidder certifies that steel and each manufactured product, is produced in the United States (as defined in the clause Buy American - Steel and Manufactured Products for Construction Contracts) and that components of unknown origin are considered to have been produced or manufactured outside the United States.

Should the successful bidder propose to use any products not produced in America, this list should be submitted to the MDOT-Bureau of Aeronautics contact person (listed in the proposal), within ten (10) working days after the bid opening date.

Bidders may obtain from MDOT-Bureau of Aeronautics a list of articles, materials, and supplies excepted from this provision.

PRODUCT COUNTY OF ORIGIN

If any products are submitted the successful bidder should also attach a complete rationale for using products not produced in America. These materials will not be allowed to be incorporated into the project until approval has been received from the Federal Aviation Administration. Failure to receive approval from the Federal Aviation Administration will not relieve the contractor from completing the job as specified at the contract unit price

January 1993

APPENDIX A *September 1998*

PROHIBITION OF DISCRIMINATION IN STATE CONTRACTS

In connection with the performance of work under this contract, the contractor agrees as follows:

1. In accordance with Act No. 453, Public Acts of 1976, the contractor hereby agrees not to discriminate against an employee or applicant for employment with respect to hire, tenure, terms, conditions, or privileges of employment, or a matter directly or indirectly related to employment, because of race, color, religion, national origin, age, sex, height, weight, or marital status. Further, in accordance with Act No. 220, Public Acts of 1976 as amended by Act No. 478, Public Acts of 1980 the contractor hereby agrees not to discriminate against an employee or applicant for employment with respect to hire, tenure, terms, conditions, or privileges of employment, or a matter directly or indirectly related to employment, because of a disability that is unrelated to the individual's ability to perform the duties of a particular job or position. A breach of the above covenants shall be regarded as a material breach of this contract.
2. The contractor hereby agrees that any and all subcontractors to this contract, whereby a portion of the work set forth in this contract is to be performed, shall contain a covenant the same as hereinbefore set forth in Section I of this Appendix.
3. The contractor will take affirmative action to insure that applicants for employment and employees are treated without regard to their race, color, religion, national origin, age, sex, height, weight, marital status or a disability that is unrelated to the individual's ability to perform the duties of a particular job or position, such action shall include, but not be limited to the following: employment, upgrading, demotion or transfer; recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship.
4. 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, national origin, age, sex, height, weight, marital status or disability that is unrelated to the individual's ability to perform the duties of a particular job or position.
5. The contractor or his collective bargaining representative will send to each labor union or representative of workers with which he has a collective bargaining agreement or other contract or understanding, a notice advising the said labor union or workers' representative of the contractor's commitments under this appendix.
6. The contractor will comply with all relevant published rules, regulations, directives, and orders of the Michigan Civil Rights Commission which may be in effect prior to the taking of bids for any individual state project.

7. The contractor will furnish and file compliance reports within such time and upon such forms as provided by the Michigan Civil Rights Commission, said forms may also elicit information as to the practices, policies, program, and employment statistics of each subcontractor as well as the contractor himself, and said contractor will permit access to his books, records, and accounts by the Michigan Civil Rights Commission, and/or its agent, for purposes of investigation to ascertain compliance with this contract and relevant with rules, regulations, and orders of the Michigan Civil Rights Commission.

8. In the event that the Civil Rights Commission finds, after a hearing held pursuant to its rules, that a contractor has not complied with the contractual obligations under this agreement, the Civil Rights Commission may, as part of its order based upon such findings, certify said findings to the Administrative Board of the State of Michigan, which Administrative Board may order the cancellation of the contract found to have been violated, and/or declare the contractor ineligible for future contracts with the state and its political and civil subdivisions, departments, and officers, and including the governing boards of institutions of higher education, until the contractor complies with said order of the Civil Rights Commission. Notice of said declaration of future ineligibility may be given to any or all of the persons with whom the contractor is declared ineligible to contract as a contracting party in future contracts. In any case before the Civil Rights Commission in which cancellation of an existing contract is a possibility, the contracting agency shall be notified of such possible remedy and shall be given the option by the Civil Rights Commission to participate in such proceedings.

The contractor will include, or incorporate by reference, the provisions of the foregoing paragraphs (1) through (8) in every subcontract or purchase order unless exempted by the rules, regulations or orders of the Michigan Civil Rights Commission, and will provide in every subcontract or purchase order that said provisions will be binding upon each subcontractor or seller.

APPENDIX B

CERTIFICATION FOR FEDERAL-AID CONTRACTS

The prospective participant certifies, by signing and submitting this bid or proposal, to the best of his/her knowledge and belief, that:

1. No federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any federal agency, a member of Congress, an officer or employee of Congress, or an employee of a member of Congress in connection with the awarding of any federal contract, the making of any federal grant, the making of any federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any federal contract, grant, loan, or cooperative agreement.

2. If any funds other than federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any federal agency, a member of Congress, an officer or employee of Congress, or an employee of a member of Congress in connection with this federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form To Report Lobbying," in accordance with its instructions.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by Section 1352, Title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

The prospective participant also agrees by submitting his/her bid or proposal that he/she shall require that the language of this certification be included in all lower tier subcontracts, which exceed \$100,000 and that all such sub-recipients shall certify and disclose accordingly.

**MICHIGAN DEPARTMENT OF TRANSPORTATION
AERONAUTICS-AIRPORTS PROGRAM
FEDERAL REQUIREMENTS
CIVIL RIGHTS ACT OF 1964, TITLE VI
CONTRACTUAL REQUIREMENTS
49 CFR PART 21
AC 150/5100-15
(01/14/2008)**

During the performance of this contract, the contractor, for itself, its assignees and successors in interest (hereinafter referred to as the "contractor") agrees as follows:

1. Compliance with Regulations. The contractor shall comply with the Regulations relative to nondiscrimination in federally assisted programs of the Department of Transportation (hereinafter, "DOT") Title 49, Code of Federal Regulations, Part 21, as they may be amended from time to time (hereinafter referred to as the Regulations), which are herein incorporated by reference and made a part of this contract.
2. Nondiscrimination. The contractor, with regard to the work performed by it during the contract, shall not discriminate on the grounds of race, color, or national origin in the selection and retention of subcontractors, including procurements of materials and leases of equipment. The contractor shall not participate either directly or indirectly in the discrimination prohibited by section 21.5 of the Regulations, including employment practices when the contract covers a program set forth in Appendix B of the Regulations.
3. Solicitations for Subcontracts, Including Procurements of Materials and Equipment. In all solicitations either by competitive bidding or negotiation made by the contractor for work to be performed under a subcontract, including procurements of materials or leases of equipment, each potential subcontractor or supplier shall be notified by the contractor of the contractor's obligations under this contract and the Regulations relative to nondiscrimination on the grounds of race, color, or national origin.
4. Information and Reports. The contractor shall provide all information and reports required by the Regulations or directives issued pursuant thereto and shall permit access to its books, records, accounts, other sources of information, and its facilities as may be determined by the Sponsor or the Federal Aviation Administration (FAA) to be pertinent to ascertain compliance with such Regulations, orders, and instructions. Where any information required of a contractor is in the exclusive possession of another who fails or refuses to furnish this information, the contractor shall so certify to the sponsor or the FAA, as appropriate, and shall set forth what efforts it has made to obtain the information.
5. Sanctions for Noncompliance. In the event of the contractor's noncompliance with the nondiscrimination provisions of this contract, the sponsor shall impose such contract sanctions as it or the FAA may determine to be appropriate, including, but not limited to: a. Withholding of payments to the contractor under the contract until the contractor complies, and/or b. Cancellation, termination, or suspension of the contract, in whole or in part.
6. Incorporation of Provisions. The contractor shall include the provisions of paragraphs 1 through 5 in every subcontract, including procurements of materials and leases of equipment, unless exempt by the Regulations or directives issued pursuant thereto. The contractor shall take such action with respect to any subcontract or procurement as the sponsor or the FAA may direct as a means of enforcing such provisions including sanctions for noncompliance. Provided, however, that in the event a contractor becomes involved in, or is threatened with, litigation with a subcontractor or supplier as a result of such direction, the contractor may request the Sponsor to enter into such litigation to protect the interests of the sponsor and, in addition, the contractor may request the United States to

enter into such litigation to protect the interests of the United States.

**AIRPORT AND AIRWAY IMPROVEMENT ACT OF 1982,
SECTION 520
GENERAL CIVIL RIGHTS PROVISIONS**

Title 49 47123

AC 150/5100-15, Para. 10.c.

(01/14/2008)

The contractor assures that it will comply with pertinent statutes, Executive orders and such rules as are promulgated to assure that no person shall, on the grounds of race, creed, color, national origin, sex, age, or handicap be excluded from participating in any activity conducted with or benefiting from Federal assistance. This provision obligates the tenant/concessionaire/lessee or its transferee for the period during which Federal assistance is extended to the airport a program, except where Federal assistance is to provide, or is in the form of personal property or real property or interest therein or structures or improvements thereon. In these cases the provision obligates the party or any transferee for the longer of the following periods: (a) the period during which the property is used by the airport sponsor or any transferee for a purpose for which Federal assistance is extended, or for another purpose involving the provision of similar services or benefits or (b) the period during which the airport sponsor or any transferee retains ownership or possession of the property. In the case of contractors, this provision binds the contractors from the bid solicitation period through the completion of the contract. This provision is in addition to that required of Title VI of the Civil Rights Act of 1964.

**LOBBYING AND INFLUENCING FEDERAL EMPLOYEES
49 CFR Part 20, Appendix A**

(01/14/2008)

(1) No Federal appropriated funds shall be paid, by or on behalf of the contractor, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the making of any Federal grant and the amendment or modification of any Federal grant.

(2) If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with any Federal grant, the contractor shall complete and submit Standard Form-LLL, Revised: 01/14/2008 2 "Disclosure of Lobby Activities," in accordance with its instructions.

ACCESS TO RECORDS AND REPORTS

49 CFR PART 18.36(i)

FAA Order 5100.38

(01/14/2008)

The Contractor shall maintain an acceptable cost accounting system. The Contractor agrees to provide the Sponsor, the Federal Aviation Administration, and the Comptroller General of the United States or any of their duly authorized representative's access to any books, documents, papers, and records of the contractor which are directly pertinent to the specific contract for the purpose of making audit, examination, excerpts and transcriptions. The Contractor agrees to maintain all books, records and reports required under this contract for a period of not less than three years after final payment is made and all pending matters are closed.

DISADVANTAGED BUSINESS ENTERPRISES

49 CFR Part 26

(01/14/2008)

Contract Assurance (§26.13) - The contractor or

subcontractor shall not discriminate on the basis of race, color, national origin, or sex in the performance of this contract. The contractor shall carry out applicable requirements of 49 CFR Part 26 in the award and administration of DOT assisted contracts. Failure by the contractor to carry out these requirements is a material breach of this contract, which may result in the termination of this contract or such other remedy, as the recipient deems appropriate.

Prompt Payment (§26.29) - The prime contractor agrees to pay each subcontractor under this prime contract for satisfactory performance of its contract no later than ten days from the receipt of each payment the prime contractor receives from Michigan Department of Transportation. The prime contractor agrees further to return retainage payments to each subcontractor within ten days after the subcontractor's work is satisfactorily completed. Any delay or postponement of payment from the above referenced time frame may occur only for good cause following written approval of the Engineer.

ENERGY CONSERVATION REQUIREMENTS

49 CFR Part 18.36

(01/14/2008)

The contractor agrees to comply with mandatory standards and policies relating to energy efficiency that are contained in the state energy conservation plan issued in compliance with the Energy Policy and Conservation Act (Public Law 94-163)

BREACH OF CONTRACT TERMS SANCTIONS

49 CFR PART 18.36

(01/14/2008)

For all contracts in excess of \$100,000:

Any violation or breach of terms of this contract on the part of the contractor or their subcontractors may result in the suspension or termination of this contract or such other action that may be necessary to enforce the rights of the parties of this agreement. The duties and obligations imposed by the Contract Documents and the rights and remedies available thereunder shall be in addition to and not a limitation of any duties, obligations, rights and remedies otherwise imposed or available by law.

RIGHTS TO INVENTIONS

49 CFR PART 18.36(l)(8)

FAA order 5100.38

(01/14/2008)

All rights to inventions and materials generated under this contract are subject to regulations issued by the FAA and the Sponsor of the Federal grant under which this contract is executed.

TRADE RESTRICTION CLAUSE

49 CFR PART 30.13

FAA order 5100.38

(01/14/2008)

The contractor or subcontractor, by submission of an offer and/or execution of a contract, certifies that it:

- a. is not owned or controlled by one or more citizens of a foreign country included in the list of countries that discriminate against U.S. firms published by the Office of the United States Trade Representative (USTR);
- b. has not knowingly entered into any contract or subcontract for this project with a person that is a citizen or national of a foreign country on said list, or is owned or controlled directly or indirectly by one or more citizens or nationals of a foreign country on said list;
- c. has not procured any product nor subcontracted for the supply of any product for use on the project that is produced in a foreign country on said list.

Unless the restrictions of this clause are waived by the Secretary of Transportation in accordance with 49 CFR 30.17, no contract shall be awarded to a contractor or

subcontractor who is unable to certify to the above. If the contractor knowingly procures or subcontracts for the supply of any product or service of a foreign country on said list for use on the project, the Federal Aviation Administration may direct through the Sponsor cancellation of the contract at no cost to the Government.

Further, the contractor agrees that, if awarded a contract resulting from this solicitation, it will incorporate this provision for certification without modification in each contract and in all lower tier subcontracts. The contractor may rely on the certification of a prospective subcontractor unless it has knowledge that the certification is erroneous.

The contractor shall provide immediate written notice to the sponsor if the contractor learns that its certification or that of a subcontractor was erroneous when submitted or has become erroneous by reason of changed circumstances. The subcontractor agrees to provide written notice to the contractor if at any time it learns that its certification was erroneous by reason of changed circumstances.

This certification is a material representation of fact upon which reliance was placed when making the award. If it is later determined that the contractor or subcontractor knowingly rendered an erroneous certification, the Federal Aviation Administration may direct through the Sponsor cancellation of the contract or subcontract for default at no cost to the Government.

Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render, in good faith, the certification required by this provision. The knowledge and information of a contractor is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings. This certification concerns a matter within the jurisdiction of an agency of the United States of America and the making of a false, fictitious, or fraudulent certification may render the maker subject to prosecution under Title 18, United States Code, Section 1001.

VETERAN'S PREFERENCE

Title 49 U.S.C. 47112(c)

AC 150/5100-6d

(01/14/2008)

In the employment of labor (except in executive, administrative, and supervisory positions), preference shall be given to Veterans of the Vietnam era and disabled veterans as defined in Section 515(c)(1) and (2) of the Airport and Airway Improvement Act of 1982. However, this preference shall apply only where the individuals are available and qualified to perform the work to which the employment relates..

DAVIS BACON REQUIREMENT

29 CFR PART 5.5

AC 150/5100-6d

(01/14/2008)

This applies to all contracts and subcontracts in excess of \$2,000:

1. Minimum Wages

(i) 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 the Secretary of Labor under the Copeland Act (29 CFR Part 3)), the full amount of wages and bona fide fringe benefits (or cash equivalent 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 1(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 paragraph (1)(iv) of this section; 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 Part 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 (1)(ii) of this section) 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 easily be seen by the workers.

(ii)(A) The contracting officer shall require that any class of laborers or mechanics, including helpers, 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. The contracting officer shall approve an additional classification and wage rate and fringe benefits therefore 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 the contracting officer 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 the contracting officer 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 the contracting officer or will notify the contracting officer within the 30-day period that additional time is necessary.

(C) In the event the contractor, the laborers or mechanics to be employed in the classification or their representatives, and the contracting officer do not agree on the proposed classification and wage rate (including the amount designated for fringe benefits where appropriate), the contracting officer shall refer the questions, including the views of all interested parties and the recommendation of the contracting officer, to the Administrator for determination. The Administrator, or an authorized representative, will issue a determination within 30 days of receipt and so advise the contracting officer or will notify the contracting officer within the 30-day period that additional time is necessary.

(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.

2. Withholding.

The Federal Aviation Administration or the Sponsor 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 David-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 work, all or part of the wages required by the contract, the Federal Aviation Administration 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.

3. Payrolls and basic records.

(i) Payrolls and basic records relating thereto shall be maintained by the contractor during the course of the work and 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 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 costs 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.

(ii)(A) The contractor shall submit weekly, for each week in which any contract work is performed, a copy of all payrolls to the applicant, sponsor, or owner, as the case may be, for transmission to the Federal Aviation Administration. The

payrolls submitted shall set out accurately and completely all of the information required to be maintained under paragraph 5.5(a)(3)(i) above. This information may be submitted in any form desired. Optional Form WH-347 is available for this purpose and may be purchased from the Superintendent of Documents (Federal Stock Number 029-005-00014-1), U.S. Government Printing Office, Washington, D.C. 20402. The prime contractor is responsible for the submission of copies of payrolls by all subcontractors.

(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 maintained under paragraph (3)(i) above and that such information is correct and complete;

(2) That each laborer and 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 Regulations 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 paragraph (3)(ii)(B) of this section.

(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 paragraph (3)(i) of this section available for inspection, copying or transcription by authorized representatives of the Sponsor, the Federal Aviation Administration 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, the Federal agency 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, Bureau of Apprenticeship and Training, or with a State Apprenticeship Agency recognized by the Bureau, 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 Bureau of Apprenticeship and Training 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 determine that a different practice prevails for the applicable apprentice classification, fringes shall be paid in accordance with that determination. In the event the Bureau of Apprenticeship and Training, or a State Apprenticeship Agency recognized by the Bureau, 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 classification of 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 this part 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 shall insert in any subcontracts the clauses contained in 29 CFR Part 5.5(a)(1) through (10) and such other clauses as the Federal Aviation Administration may by appropriate instructions require, 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 29 CFR Part 5.5.

7. Contract Termination: Debarment.

A breach of the contract clauses in paragraph 1 through 10 of this section 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 the contracting agency, the U.S. Department of Labor, or the employees or their representatives.

10. Certification of Eligibility.

(i) 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).

(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).

(iii) The penalty for making false statements is prescribed in the U.S. Criminal Code, 18 U.S.C. 1001.

EQUAL EMPLOYMENT OPPORTUNITY

41 CFR PART 60-1.4

Executive Order 11246

AC 150/5100-15, Para. 22.a.

(01/14/2008)

This applies to contracts in excess of \$10,000. 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

for employment, notices to be provided setting forth the provisions of this nondiscrimination 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 considerations for employment without regard to race, color, religion, sex, or national origin.

3. The contractor will send to each labor union or representative of workers with which s/he has a collective bargaining agreement or other contract or understanding, a notice to be provided advising the said labor union or workers' representatives of the contractor's commitments under this section, 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 11246 of September 24, 1965, as amended, 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 11246 of September 24, 1965, and by rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to his books, records, and accounts by the administering 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 nondiscrimination clauses of this contract or with any of the said 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 or federally assisted construction contracts in accordance with procedure authorized in Executive Order 11246 of September 24, 1965, and such other sanctions may be imposed and remedies invoked as provided in Executive Order 11246 of September 24, 1965, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.

7. The contractor will include the portion of the sentence immediately preceding paragraph (1) and 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 issued pursuant to section 204 of Executive Order 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 administering agency may direct as a means of enforcing such provision, including sanctions for noncompliance: Provided, however, that in the event a contractor becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction by the administering agency the contractor may request the United States to enter into such litigation to protect the interests of the United States.

CERTIFICATION OF NONSEGREGATED FACILITIES

41 CFR PART 60-1.8

Executive order 11246

AC 150/5100-15, Para. 22.b.

(01/14/2008)

This applies to all contracts and subcontracts in excess of \$10,000.

By submission of this bid, the execution of this contract or subcontract, or the consummation of this material supply agreement or purchase order, as appropriate, the bidder, Federal-aid construction contractor, subcontractor, material supplier, or vendor, as appropriate, certifies that she or he does not maintain or provide, for his employees, any segregated facilities at any of his establishments and that she or he does not permit his employees to perform their

services at any location, under his control, where segregated facilities are maintained. The federally-assisted construction contractor certifies that she or he will not maintain or provide, for his employees, segregated facilities at any of his establishments and that she or he will not permit his employees to perform their services at any location under his control where segregated facilities are maintained. The federally-assisted construction contractor agrees that a breach of this certification is a violation of the Equal Opportunity Clause in this contract.

As used in this certification, the term "segregated facilities" means any waiting rooms, work areas, restrooms, and washrooms, restaurants and other eating areas, time clocks, locker rooms and other storage or dressing areas, parking lots, drinking fountains, recreation or entertainment areas, transportation, and housing facilities provided for employees which are segregated by explicit directives or are, in fact, segregated on the basis of race, color, religion, or national origin because of habit, local custom, or any other reason. The federally-assisted construction contractor agrees that (except where she or he has obtained identical certifications from proposed subcontractors for specific time periods) she or he will obtain identical certifications from proposed subcontractors prior to the award of subcontracts exceeding \$10,000 which are not exempt from the provisions of the Equal Opportunity Clause and that she or he will retain such certifications in his files.

REQUIREMENT FOR AFFIRMATIVE ACTION

Executive Order 11246

41 CFR Parts 60 - 4

AC 150/5100-15, Para. 22.c.

Vol. 45 Federal Register pg. 65984 10/3/80

(01/14/2008)

This applies to all contracts and subcontracts in excess of \$10,000.

1. The Offeror's or Bidder's attention is called to the "Equal Opportunity 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:

Timetables

GOALS FOR FEMALE PARTICIPATION IN EACH TRADE:

6.9%

GOALS FOR MINORITY PARTICIPATION FOR EACH TRADE

(Vol. 45 Federal Register pg. 65984 10/3/80)

Geographical Area (By Counties) / Goals (Percent)

Lapeer, Livingston, Macomb, Oakland, St. Clair, Wayne 17.7

Sanilac 16.7

Saginaw 14.3

Genesee, Shiawassee 12.6

Muskegon, Oceana 9.7

Monroe 8.8

Washtenaw 8.5

Lenawee 7.3

Barry, Calhoun 7.2

Berrien, Cass, St. Joseph 6.2

Kalamazoo, VanBuren 5.9

Clinton, Eaton, Ingham, Ionia 5.5

Branch, Hillsdale 5.5

Alcona, Alpena, Arenac, Cheboygan, Chippewa, Clare,

Crawford, Gladwin, Gratiot, Huron, Iosco, Isabella, Luce,

Mackinac, Midland, Montmorency, Ogemaw, Oscoda,

Otsego, Presque Isle, Roscommon, Tuscola 5.2

Kent, Ottawa 5.2

Jackson 5.1

Allegan, Antrim, Benzie, Charlevoix, Emmet, Grand

Traverse, Kalkaska, Lake, Leelanau, Manistee, Mason,
Mecosta, Missaukee, Montcalm, Newaygo, Osceola,
Wexford 4.9

Bay 2.2

Gogebic, Ontonagon 1.2

Alger, Baraga, Delta, Dickinson, Houghton, Iron, Keweenaw,
Marquette, Menominee, Schoolcraft 1.0

These goals are applicable to all the contractor's construction work (whether or not it is Federal or federally assisted) performed in the covered area. If the contractor performs construction work in a geographical area located outside of the covered area, it shall apply the goals established for such geographical area where the work is actually performed. With regard to this second area, the contractor also is subject to the goals for both its Federally involved and non-federally involved construction.

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. The hours of minority and female employment and training shall 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, OFCCP, within 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 of the subcontractor; estimated dollar amount of the subcontract; estimated starting and completion dates of subcontract; and the geographical area in which the subcontract is to be performed.

4. As used in this notice and in the contract resulting from this solicitation, the "covered area" is contained in the advertisement.

**STANDARD FEDERAL EQUAL EMPLOYMENT
OPPORTUNITY CONSTRUCTION CONTRACT
SPECIFICATIONS**

41 CFR Part 60.4.3

Executive Order 11246

AC 150/5100-15, Para. 22.c.

(01/14/2008)

This applies to all contracts and subcontracts in excess of \$10,000.

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 (OFCCP), U.S. Department of Labor, or any person 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:
 - (1) Black (all) persons having origins in any of the Black African racial groups not of Hispanic origin);
 - (2) Hispanic (all persons of Mexican, Puerto Rican, Cuban, Central or South American, or other Spanish culture or origin regardless of race);
 - (3) 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
(4) American Indian or Alaskan native (all persons having origins in any of the original peoples of North America and maintaining identifiable tribal affiliations through membership and participation or community identification).

2. Whenever the contractor, or any 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 Requirements for Affirmative Action which contains the applicable goals for minority and female participation 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 shall 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 18.7a through 18.7p 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. Covered construction contractors performing construction work in a geographical area where they do not have a Federal or federally assisted construction contract shall apply the minority and female goals established for the geographical area where the work is being performed. Goals are published periodically in the Federal Register in notice form, and such notices may be obtained from any Office of Federal Contract Compliance Programs office or from Federal procurement contracting officers. The contractor is expected to make substantially uniform progress in meeting 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 non-working training hours of apprentices and trainees to be counted in meeting the goals, such apprentices and trainees shall be employed by the contractor during the training period and the contractor shall have made a commitment to employ the apprentices and trainees at the completion of their training, subject to the availability of employment opportunities. Trainees shall 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 foremen, superintendents, and other onsite 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 the reason 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 a collective bargaining agreement has not referred to the contractor a minority person or female 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 newspaper, annual report, etc.; by specific review of the 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 annually, 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 onsite supervisory personnel such as superintendents, general foremen, 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, describing 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 tests 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 seek 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 facilities 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 supervisor's 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 (18.7a through 18.7p). The efforts of a contractor association, joint contractor union, contractor community, or other similar groups of which the contractor is a member and participant, may be asserted as fulfilling any one or more of its obligations under 18.7a through 18.7p 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 documentation 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, both male and female, and all women, both minority and non-minority. Consequently, if the 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 18.7 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 number, 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 indicated 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).

TERMINATION OF CONTRACT

49 CFR Part 18.36(i)(2)

FAA order 5100.38

(01/14/2008)

This applies to all contracts and subcontracts in excess of \$10,000.

a. The Sponsor may, by written notice, terminate this contract in whole or in part at any time, either for the Sponsor's convenience or because of failure to fulfill the contract obligations. Upon receipt of such notice services shall be immediately discontinued (unless the notice directs otherwise) and all materials as may have been accumulated in performing this contract, whether completed or in progress, delivered to the Sponsor.

b. If the termination is for the convenience of the Sponsor, an equitable adjustment in the contract price shall be made, but no amount shall be allowed for anticipated profit on unperformed services.

c. If the termination is due to failure to fulfill the contractor's

obligations, the Sponsor may take over the work and prosecute the same to completion by contract or otherwise. In such case, the contractor shall be liable to the Sponsor for any additional cost occasioned to the Sponsor thereby.

d. If, after notice of termination for failure to fulfill contract obligations, it is determined that the contractor had not so failed, the termination shall be deemed to have been effected for the convenience of the Sponsor. In such event, adjustment in the contract price shall be made as provided in paragraph 2 of this clause.

e. The rights and remedies of the sponsor provided in this clause are in addition to any other rights and remedies provided by law or under this contract.

**CERTIFICATION REGARDING DEBARMENT,
SUSPENSION, INELIGIBILITY AND VOLUNTARY
EXCLUSION**

49 CFR Part 29

FAA order 5100.38

(01/14/2008)

This applies to all contracts and subcontracts in excess of \$25,000.

The bidder/offeror certifies, by submission of this proposal or acceptance of this contract, that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any Federal department or agency. It further agrees by submitting this proposal that it will include this clause without modification in all lower tier transactions, solicitations, proposals, contracts, and subcontracts. Where the bidder/offeror/contractor or any lower tier participant is unable to certify to this statement, it shall attach an explanation to this solicitation/proposal.

**CONTRACT WORKHOURS AND SAFETY STANDARDS
ACT**

REQUIREMENTS

29 CFR PART 5.5

AC 150/5100-6d

(01/14/2008)

This applies to all contracts and subcontracts in excess of \$100,000.

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, including watchmen and guards, in any workweek in which he or she is employed on such work to work in excess of forty 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 forty hours in such workweek.

2. Violation; Liability for Unpaid Wages; Liquidated Damages.

In the event of any violation of the clause set forth in paragraph (1) above, the contractor and any subcontractor responsible therefore 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 paragraph 1 above, 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 forty hours without payment of the overtime wages required by the clause set forth in paragraph 1 above.

3. Withholding for Unpaid Wages and Liquidated Damages.

The Federal Aviation Administration or the Sponsor 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 monies payable on account of work performed by the contractor or subcontractor under any such contract or any other Federal contract with the same prime contractor, 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 paragraph 2 above.

4. Subcontractors.

The contractor or subcontractor shall insert in any subcontracts the clauses set forth in paragraphs 1 through 4 and also a clause requiring the subcontractor 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 paragraphs 1 through 4 of this section.

CLEAN AIR AND WATER POLLUTION CONTROL

49 CFR Part 18.36(l)(12)

Section 306 of the Clean Air Act

Section 508 of the Clean Air Act

(01/14/2008)

This applies to all contracts and subcontracts in excess of \$100,000. Contractors and subcontractors agree:

- a. That any facility to be used in the performance of the contract or subcontract or to benefit from the contract is not listed on the Environmental Protection Agency (EPA) List of Violating Facilities;
- b. To comply with all the requirements of Section 114 of the Clean Air Act, as amended, 42 U.S.C. 1857 et seq. and Section 308 of the Federal Water Pollution Control Act, as amended, 33 U.S.C. 1251 et seq. relating to inspection, monitoring, entry, reports, and information, as well as all other requirements specified in Section 114 and Section 308 of the Acts, respectively, and all other regulations and guidelines issued thereunder;
- c. That, as a condition for the award of this contract, the contractor or subcontractor will notify the awarding official of the receipt of any communication from the EPA indicating that a facility to be used for the performance of or benefit from the contract is under consideration to be listed on the EPA List of Violating Facilities;
- d. To include or cause to be included in any construction contract or subcontract which exceeds \$ 100,000 the aforementioned criteria and requirements.

GENERAL DECISION: MI20100007 12/03/2010 MI7

Date: December 3, 2010

General Decision Number: MI20100007 12/03/2010

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

CARP0004-004 06/01/2010

LIVINGSTON (Townships of Brighton, Deerfield, Genoa, Hartland, Osceola and Tyrone) & SANILAC COUNTIES:

	Rates	Fringes
CARPENTER (Piledriver).....	\$ 29.065	20.102

CARP0004-005 06/01/2010

MACOMB, MONROE, OAKLAND, ST. CLAIR AND WAYNE COUNTIES:

	Rates	Fringes
CARPENTER (Piledriver).....	\$ 29.41	20.256

* ELEC0017-005 06/07/2010

HURON COUNTY; INGHAM COUNTY (Townships of Leroy, Locke, Wheatfield, White Oak and Williamson); LAPEER COUNTY; LENAWEE 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 09/01/2010

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	18.45
GROUP 2.....	\$ 43.37	18.45
GROUP 3.....	\$ 40.87	18.45
GROUP 4.....	\$ 41.87	18.45
GROUP 5.....	\$ 39.37	18.45
GROUP 6.....	\$ 40.37	18.45
GROUP 7.....	\$ 39.10	18.45
GROUP 8.....	\$ 40.10	18.45
GROUP 9.....	\$ 38.65	18.45
GROUP 10.....	\$ 39.65	18.45
GROUP 11.....	\$ 37.92	18.45
GROUP 12.....	\$ 38.92	18.45
GROUP 13.....	\$ 37.56	18.45
GROUP 14.....	\$ 38.56	18.45
GROUP 15.....	\$ 36.92	18.45
GROUP 16.....	\$ 30.11	18.45
GROUP 17.....	\$ 28.70	18.45
GROUP 18.....	\$ 35.67	18.45

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 05/01/2010

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.....	\$ 28.74	18.90
GROUP 2.....	\$ 28.49	18.90
GROUP 3.....	\$ 27.99	18.90
GROUP 4.....	\$ 22.89	18.90
GROUP 5.....	\$ 21.24	18.90
GROUP 6.....	\$ 18.64	18.90
AREA 2		
GROUP 1.....	\$ 28.74	18.90
GROUP 2.....	\$ 28.49	18.90
GROUP 3.....	\$ 27.49	18.90
GROUP 4.....	\$ 22.59	18.90
GROUP 5.....	\$ 20.94	18.90
GROUP 6.....	\$ 18.14	18.90

FOOTNOTES:

Crane operator with main boom and jib 300' or longer: \$1.50 additional to the group 1 rate. Crane operator with main boom and jib 400' or longer: \$3.00 additional to the group 1 rate.

Certified Crane Operator Premiums:

- a) Swing Boom Truck Operator over 12 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

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

POWER EQUIPMENT OPERATOR CLASSIFICATIONS:

GROUP 1: Crane Operator with main boom & jib 400', 300', or 220' or longer. Tower Crane Operator with CCO certification for combined length of mast and boom 220' or longer.

GROUP 2: Crane Operator with main boom & jib 140' or longer, Tower Crane(Operators without CCO certification, or less than 220' length) Gantry Crane; Whirley Derrick.

GROUP 3: Regular Equipment Operator, Crane, Dozer, Loader, Hoist, Straddle Wagon, Mechanic, Grader and Hydro Excavator.

GROUP 4: Air Tugger (single drum), Material Hoist Pump 6" or over, Elevators, Brokk Concrete Breaker.

GROUP 5: Air Compressor, Welder, Generators, Conveyors

GROUP 6: Oiler and fire tender

 ENGI0324-005 09/01/2010

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

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

Rates Fringes

OPERATOR: Power Equipment
 (Undrground construction
 (including sewer)

AREA 1:
 GROUP 1.....\$ 29.28 18.95

GROUP 2.....	\$ 24.55	18.95
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 06/01/2010

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.....	\$ 28.01	18.95
GROUP 2.....	\$ 21.28	18.95
GROUP 3.....	\$ 22.58	18.95
GROUP 4.....	\$ 20.72	18.95
GROUP 5.....	\$ 20.55	18.95
AREA 2		
GROUP 1.....	\$ 28.01	18.95
GROUP 2.....	\$ 21.13	18.95
GROUP 3.....	\$ 22.43	18.95
GROUP 4.....	\$ 20.57	18.95
GROUP 5.....	\$ 20.25	18.95

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 05/01/2010

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.....	\$ 23.43	18.65
Crane operator, main boom & jib 120' or longer.....	\$ 27.18	18.65
Crane operator, main boom & jib 140' or longer.....	\$ 27.43	18.65
Crane operator, main boom & jib 220' or longer.....	\$ 27.68	18.65
Mechanic with truck and tools.....	\$ 28.18	18.65
Oiler and fireman.....	\$ 22.13	18.65
Regular operator.....	\$ 26.68	18.65

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.
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ENGI0324-008 10/01/2009

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,
 MCKINAC, 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 jettors and vacuum and mechanical debris
 removal systems

 ENGI0325-010 05/01/2010

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.....	\$ 26.78	18.65
Crane operator, main boom & jib 140' or longer.....	\$ 27.03	18.65
Crane operator, main boom & jib 220' or longer.....	\$ 27.28	18.65
GROUP 1.....	\$ 26.28	18.65
GROUP 2.....	\$ 23.03	18.65
GROUP 3.....	\$ 22.45	18.65
GROUP 4.....	\$ 21.51	18.65
Mechanic with truck and tools.....	\$ 27.78	18.65

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

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
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 05/01/2010

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.....	\$ 25.98	18.90
GROUP 2.....	\$ 25.85	18.90
GROUP 3.....	\$ 24.72	18.90
GROUP 4.....	\$ 24.15	18.90
AREA 2		
GROUP 1.....	\$ 25.07	18.90
GROUP 2-A.....	\$ 24.97	18.90
GROUP 2-B.....	\$ 24.75	18.90
GROUP 3.....	\$ 23.97	18.90
GROUP 4.....	\$ 23.47	18.90

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 03/01/2010

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).....	\$ 23.68	17.77

 LABO0005-006 10/01/2008

	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:)		

Levels A, B or C.....	\$ 19.01	9.60
Work performed in conjunction with site preparation not requiring the use of personal protective equipment;		
Also, Level D.....	\$ 18.01	9.60

Laborers - hazardous waste abatement: (ALGER, BARAGA, CHIPPEWA, DELTA, DICKINSON, GOGEBIC, HOUGHTON, IRON, KEWEENAW, LUCE, MACKINAC, MARQUETTE, MENOMINEE, ONTONAGON AND SCHOOLCRAFT COUNTIES:)

Work performed inside the building and up to and including 5 ft. outside the building:		
Levels A, B or C.....	\$ 22.18	10.35
Work performed in conjunction with site preparation not requiring the use of personal protective equipment;		
Also, Level D.....	\$ 21.18	10.35
Work performed over 5 ft.		

outside the building:		
Levels A, B or C.....\$ 20.44		9.80
Work performed in conjunction with site preparation not requiring the use of personal protective equipment;		
Also, Level D.....\$ 19.44		9.80
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:)		
Levels A, B or C.....\$ 20.57		9.88
Work performed in conjunction with site preparation not requiring the use of personal protective equipment;		
Also, Level D.....\$ 19.57		9.88
Laborers - hazardous waste abatement: (ARENAC, BAY, CLARE, GLADWIN, GRATIOT, HURON, ISABELLA, MIDLAND, OGEMAW, ROSCOMMON, SAGINAW AND TUSCOLA COUNTIES:)		
Levels A, B or C.....\$ 21.86		9.75
Work performed in conjunction with site preparation not requiring the use of personal protective equipment;		
Also, Level D.....\$ 20.86		9.75
Laborers - hazardous waste abatement: (CLINTON, EATON AND INGHAM COUNTIES; IONIA COUNTY (City of Portland); LIVINGSTON COUNTY (west of M-151 (Oak Grove Rd.), including the City of Howell):)		
All work performed		
Levels A, B or C.....\$ 21.70		9.80
Work performed in conjunction with site preparation not requiring the use of personal protective equipment;		
Also, Level D.....\$ 20.70		9.80
Laborers - hazardous waste abatement: (GENESEE, LAPEER AND SHIAWASSEE COUNTIES:)		
Levels A, B or C.....\$ 22.28		9.88
Work performed in		

conjunction with site preparation not requiring the use of personal protective equipment; Also, Level D.....\$ 21.88	9.88
Laborers - hazardous waste abatement: (HILLSDALE, JACKSON AND LENAWEE COUNTIES:)	
Work performed inside the building and up to and including 5 ft. outside the building: Levels A, B or C.....\$ 22.36	9.90
Work performed in conjunction with site preparation not requiring the use of personal protective equipment; Also, Level D.....\$ 21.36	9.90
Work performed over 5 ft. outside the building: Levels A, B or C.....\$ 22.96	9.80
Work performed in conjunction with site preparation not requiring the use of personal protective equipment; Also, Level D.....\$ 21.96	9.80
Laborers - hazardous waste abatement: (LIVINGSTON COUNTY (east of M-151 (Oak Grove Rd.) and south of M-59, excluding the city of Howell); AND WASHTENAW COUNTY:)	
Work performed inside the building and up to and including 5 ft. outside the building: Levels A, B or C.....\$ 27.21	11.34
Work performed in conjunction with site preparation not requiring the use of personal protective equipment; Also, Level D.....\$ 26.21	11.34
Work performed over 5 ft. outside the building: Levels A, B or C.....\$ 23.02	9.74
Work performed in conjunction with site preparation not requiring the use of personal protective equipment; Also, Level D.....\$ 22.02	9.74
Laborers - hazardous waste abatement: (MACOMB AND WAYNE COUNTIES:)	
Work performed inside the building and up to and	

including 5 ft. outside
the building:

Levels A, B or C.....\$ 27.44	12.13
Work performed in conjunction with site preparation not requiring the use of personal protective equipment;	
Also, Level D.....\$ 26.44	12.13
Work performed over 5 ft. outside the building:	
Levels A, B or C.....\$ 22.96	12.51
Work performed in conjunction with site preparation not requiring the use of personal protective equipment;	
Also, Level D.....\$ 21.96	12.51
Laborers - hazardous waste abatement: (MONROE COUNTY:)	
Work performed inside the building and up to and including 5 ft. outside the building:	
Levels A, B or C.....\$ 27.28	11.92
Work performed in conjunction with site preparation not requiring the use of personal protective equipment;	
Also, Level D.....\$ 26.28	11.92
Work performed over 5 ft. outside the building line:	
Levels A, B or C.....\$ 22.96	9.80
Work performed in conjunction with site preparation not requiring the use of personal protective equipment;	
Also, Level D.....\$ 21.96	9.80
Laborers - hazardous waste abatement: (Oakland County and the North East portion of Livingston County bordered by M-151 (Oak Grove Road) on the West and M-59 on the South.)	
Level A, B, C.....\$ 27.44	12.13
Level D.....\$ 26.44	12.13
Laborers - hazardous waste abatement: (SANILAC AND ST. CLAIR COUNTIES:)	
All work performed 5 feet outside the building	
Levels A, B or C.....\$ 21.30	9.80
Work performed in conjunction with site preparation not requiring the use of personal protective equipment;	
Also, Level D.....\$ 20.30	9.80

Work performed inside the building and up to and including 5 ft. outside the building:

Levels A, B or C.....	\$ 25.83	11.38
Work performed in conjunction with site preparation not requiring the use of personal protective equipment;		
Also, Level D.....	\$ 24.83	11.38

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, OGEMAW, 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, aquafers, 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
 LENAWEЕ 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 06/01/2010

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.....	\$ 23.73	11.49
GROUP 2.....	\$ 23.86	11.49
GROUP 3.....	\$ 24.04	11.49
GROUP 4.....	\$ 24.12	11.49
GROUP 5.....	\$ 24.33	11.49
GROUP 6.....	\$ 24.63	11.49
LABORER (AREA 2)		
GROUP 1.....	\$ 21.78	11.49
GROUP 2.....	\$ 21.98	11.49
GROUP 3.....	\$ 22.22	11.49
GROUP 4.....	\$ 22.57	11.49
GROUP 5.....	\$ 22.44	11.49
GROUP 6.....	\$ 22.78	11.49
LABORER (AREA 3)		
GROUP 1.....	\$ 21.03	11.49
GROUP 2.....	\$ 21.24	11.49
GROUP 3.....	\$ 21.53	11.49
GROUP 4.....	\$ 21.97	11.49
GROUP 5.....	\$ 21.59	11.49
GROUP 6.....	\$ 22.02	11.49
LABORER (AREA 4)		
GROUP 1.....	\$ 21.03	11.49
GROUP 2.....	\$ 21.24	11.49
GROUP 3.....	\$ 21.53	11.49
GROUP 4.....	\$ 21.97	11.49
GROUP 5.....	\$ 21.59	11.49
GROUP 6.....	\$ 22.02	11.49

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.

LABO1076-006 04/01/2010

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
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 portions of such 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, Mackinaw, 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 06/01/2008

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.....	\$ 20.80	10.25
Spray, Sandblast, Sign		
Painting.....	\$ 22.00	10.25

PAIN0845-003 07/01/2010

CLINTON COUNTY; EATON COUNTY (does not include the townships of Bellevue and Olivet); INGHAM COUNTIES; 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.....	\$ 22.88	11.00

FOOTNOTES: Work on vinyl, spray, blow-off, blast-all blasting including water blasting, lead, all epoxy, and high rate: \$.85 per hour additional.

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.....	\$ 22.88	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.....	\$ 22.88	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 GENESEEE, MACOMB, MONROE, OAKLAND, WASHTENAW AND WAYNE).....	\$ 17.14	10.02
Pavement Marking Machine (ZONE 1: GENESEEE, MACOMB, MONROE, OAKLAND, WASHTENAW AND WAYNE COUNTIES) Group 1.....	\$ 23.72	9.57
Pavement Marking Machine (ZONE 1: GENESEEE, 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 04/01/2010

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.....	\$ 21.52327.95/wk+46.20/day	
GROUP 2.....	\$ 21.61327.95/wk+46.20/day	
GROUP 3.....	\$ 21.82327.95/wk+46.20/day	
AREA 2		
GROUP 1.....	\$ 21.82327.95/wk+46.20/day	
GROUP 2.....	\$ 21.96327.95/wk+46.20/day	

GROUP 3.....\$ 22.15327.95/wk+46.20/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