

PROPOSAL

CITY OF SAULT STE. MARIE

ALONG WITH THE MICHIGAN DEPARTMENT OF TRANSPORTATION
(MDOT) & THE FEDERAL HIGHWAY ADMINISTRATION

Salmon Run Way, Ord Street Extension and Ord Street Paving Project

B-43-23

Contract Number:

23-5524 TED - A
Non-Federal

Job Number:

219367CON

Control Section:

EDA 17000

PROPOSAL OPENING DATE

Friday, January 19th, 2024
3:00 p.m. EST

City of Sault Ste. Marie
Engineering Department
225 E. Portage Avenue
Sault Ste. Marie, MI 49783
(906) 632-5734

CITY OF SAULT STE. MARIE
SALMON RUN WAY, ORD STREET EXTENSION AND ORD STREET PAVING PROJECT

B-43-23

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CITY OF
SAULT STE. MARIE
MICHIGAN

NOTICE TO BIDDERS

Sealed Bids marked "**Salmon Run Way, Ord Street Extension, and Ord Street Paving Project - B-43-23**" will be accepted at the office of the Purchasing Agent, City Hall, 225 E. Portage Avenue, Sault Ste. Marie, Michigan, 49783 until **3:00 pm, Friday, January 19th , 2024**, at which time and place all Bids will be opened and publicly read. The Bid will be for furnishing the following:

Site work, sub-base and base construction, bituminous pavement, concrete work including curb and gutters, and restoration work.

Specifications, bid forms, and additional information may be obtained at the office of the City Clerk at the above address on **Monday, December 11th, 2023** and on the City's website. All prospective bidders must register their bid document with the City Clerk in order to receive Addendums if they are issued.

All Bid Proposals shall be submitted in sealed envelopes marked as to the Bidder and the contents therein.

The CITY reserves the right to reject any or all Bids, waive irregularities in any Bid and make the award in the best interest of the City.

City Clerk/Purchasing Agent
Robin R. Troyer, CMC

Classified/Legal/Straight Line

INFORMATION FOR BIDDERS

1. STANDARDS OF CONSTRUCTION

The undersigned understands that this project will be awarded and constructed in accordance with the Michigan Department of Transportation 2020 Standard Specifications for Construction and proposes to furnish all necessary machinery, tools, apparatus and other means of construction, do all work, furnish all materials except as otherwise specified and, for each unit price, lump sum, or one each named in the itemized bid, to complete the work in strict accordance with any other special provisions and supplemental specifications as may be a part of the proposal for this project.

The undersigned further proposes to do such extra work as may be authorized by the City of Sault Ste. Marie, prices for which are not included in the itemized bid. Compensation shall be made on the basis agreed upon before such extra work is begun.

Then undersigned hereby certifies that if it is not pre-qualified in all classifications required by the advertisement for this project, it has taken such preparatory steps as may be necessary and will within the time specified in section 102.15 of the 2020 MDOT Standard Specifications for Construction designate subcontractor(s) that are fully prequalified in the classification(s) to perform the work.

2. PROPOSALS

Each Proposal shall be made on a form prepared therefore by the CITY and included as one of the Contract Documents, and shall be submitted, in a sealed envelope bound together with the other Contract Documents that are specified to be returned with the Bid Proposal, except the Plans, bearing the title of the Project and the name of the Bidder. The Plans may be returned in a separate package but are not required to be returned

The Bid Proposal shall be legibly prepared in ink or typewritten. All Unit Price or Lump Sum entries made on the Schedule of Items page in the Bid Proposal by the Bidder in the "Unit Price" column and the "Bid Amount" column shall be hand written in ink or typed in place.

Where a LUMP SUM (LS) is called for, it shall be entered only in the "Bid Amount" column.

The unit prices, as stated, will govern in determining the correct total of the Bid Proposal. In case of a difference between the stipulated amounts in the Proposal written in words and the stipulated amount written in figures, the stipulated amounts in written words shall govern.

If a unit price or a lump sum already entered by the Bidder on the Bid Proposal is to be altered, it shall be crossed out in ink. The new unit price or lump sum shall be entered above or below it and initialed in ink by the Bidder on the line of the change each time the unit price or lump sum is altered. The Bid Proposal shall be legally signed and the complete address of the Bidder given where requested.

Proposals shall be delivered by the time and to the place stipulated in the Advertisement. It is the sole

responsibility of any Bidder to see that his Proposal is received in proper time. Any Proposal received after the scheduled time for opening of Proposals shall be returned to the Bidder unopened.

Proposals will be opened and publicly read aloud at the time and place set forth in the Advertisement.

Any Bidder may withdraw his Proposal, either personally or by telegraphic or written request, at any time prior to the scheduled time for opening of Proposals.

Proposals shall not contain any recapitulations of the work to be done. Alternate proposals will not be considered unless expressly requested. Oral proposals or modifications will not be considered.

Any financial or propriety information submitted in response to this Bid Proposal will become a public record subject to disclosure under the Freedom of Information Act. THE INFORMATION WILL NOT BE TREATED AS CONFIDENTIAL.

3. EXAMINATION OF DOCUMENTS AND VISIT TO SITE

Before submitting a Proposal, Bidders shall carefully examine the Plans, read the elements of the Contract Documents, shall visit the site of the work, and shall fully inform themselves as to all existing conditions to be encountered, the nature of the ground, the difficulties and limitations involved in completing the Project and all other factors affecting the work proposed on this Project.

It is the intent of the Contract Documents to provide that the Project to be constructed under this Proposal shall be complete and ready for use, in every respect. Any minor items not specifically called for in the Plans or Specifications, but which are clearly necessary, are to be included, at no increase in the Contract Price.

The Proposal shall include a sum to cover the cost of all items of work to be performed such that the Project to be constructed under this Proposal shall be complete and ready for use in every respect.

The Bidder to whom this Project is awarded will not be entitled to any additional compensation or extension of time by reason of his failure to fully acquaint himself with the conditions at the site or by his failure to fully examine the Contract Documents.

4. SUBCONTRACTS; MATERIAL AND EQUIPMENT QUOTATIONS

The Bidder to whom an award is made will not be entitled to additional compensation or extension of time by reason of his failure to fully understand all sub-proposals or quotations.

The Bidder is responsible for all coordination between Subcontractors and suppliers during the bidding and construction so that a complete Project is furnished for the Contract Price and within the Contract Time. The completed Project includes the furnishing of all equipment, accessories and appurtenances necessary for the proper operation and maintenance of the Project.

5. **AWARD OR REJECTION**

The Contract will be awarded to the lowest and/or best qualified and responsible Bidder complying with these instructions and with the Advertisement. The CITY reserves the right to reject any or all Proposals or to waive any irregularities or technicality in any Proposal in the best interest of the CITY.

6. **INTERPRETATION OF DOCUMENTS**

Interpretations of the meaning of the Plans, Specifications or other elements of the Contract Documents will not be valid if made orally to any Bidder. Oral interpretations, if given, shall be at the Bidder's risk and responsibility.

If any person contemplating submitting a Proposal is in doubt as to the true meaning of any part of the Contract Documents, or finds discrepancies in or omissions from the Contract Documents, he shall request a written interpretation or corrections thereof, from the CITY.

Every request for such interpretation must be in writing, and to receive consideration, must be delivered to the CITY at least five (5) days prior to the date fixed for the opening of Proposals.

Any and all such interpretations and any other supplemental instructions will be in the form of written addenda to the Contract Documents which, if issued, will be mailed by certified mail with return receipt requested to all prospective Bidders at the addresses furnished for such purpose, not later than three days prior to the date fixed for the opening of Proposals. Failure of any Bidder to receive any such addendum or interpretation shall not relieve such Bidder from any obligations under his Proposal as submitted.

The CITY will not be responsible for any other explanations or interpretations of the Contract Documents.

Any addenda issued during the time of bidding or forming a part of the Contract Documents shall be included in the Proposal and shall be made a part of the Contract Documents. Receipt of each Addendum shall be acknowledged in the Proposal.

7. **SURVEY INFORMATION**

At the start of work the Contractor will be provided CAD files to be used for layout work. The used files will require a waiver form to be submitted to the Smith Group.

8. **TIME**

Time is of the essence in the performance of this Contract. The work to be done shall be started upon receipt of the Notice to Proceed and shall be prosecuted expeditiously for completion at the earliest possible date prior to the completion date or dates so specified in the contract documents.

9. PROPOSAL GUARANTY

Each Proposal shall be accompanied by a cashier's check, certified check, money order or a bid bond by a recognized surety company, in an amount of five percent (5%) of the total amount of the Proposal, payable to the CITY. In the event a Bid Bond is used, it must be on the form prescribed by the City of Sault Ste. Marie. The prescribed "Bid or Proposal Bond" form may be obtained by calling (906) 632-5734. The Proposal guaranty may be forfeited to the CITY in case of failure on the part of the successful Bidder to enter into the attached form of Agreement to do the work covered by the Proposal at the price and within the time stated therein.

In the event a Certified or Cashier's Check is used for the Bid Bond amount and dated more than 10 days prior to the Bid Opening (Letting) date, the Bid Proposal may be held unresponsive and result in rejection of the Bid Proposal.

10. QUALIFICATIONS OF BIDDERS

It is the intention of the CITY to award this Contract to the Bidder most fully capable, both financially and as regards to experience, to perform and complete all work in a satisfactory manner. Evidence of such competency must be furnished, if desired, including a listing of similar projects which the Bidder has satisfactorily undertaken and completed. This project also requires bidders to be MDOT pre-qualified in the specified category of work as noted in the Advertisement.

11. REQUIREMENT FOR SIGNING PROPOSALS

Proposals which are not signed by the individual making them shall have attached thereto a power of attorney evidencing authority to sign the Proposal in the name of the person for whom it is signed.

Proposals which are signed by a partnership shall be signed by all of the partners or by an attorney-in-fact. If signed by an attorney-in-fact, there shall be attached to the Proposal a power of attorney evidencing authority to sign the Proposal, executed by the partners.

Proposals which are signed for a corporation shall have the correct corporate name thereof and the signatures of the president or other authorized officers of the corporation manually written below the corporate name following the word "By". If such a Proposal is manually signed by an officer other than the president of the corporation, a certified copy of a resolution of the Board of Directors evidencing the authority of such an official to sign the Proposal shall be attached to it. Such a Proposal shall also bear the attested signature of the secretary of the corporation and the impression of the corporate seal.

All Bidders shall complete the enclosed form entitled "Legal Status of Bidder". (See P-2)

12. EXECUTION OF AGREEMENT

The Bidder to whom an award is made will be required to enter into a written Agreement in the form hereto annexed, within twenty (20) days, Sundays and legal holidays excepted, after being notified of

the acceptance of his Proposal and receipt by him of copies of the Contract Documents to be executed.

In case of failure to comply with this requirement, he shall be considered to have abandoned all rights and interest in the award, his Proposal guaranty may be declared forfeited to the CITY and the Contract may be awarded to another.

13. INSURANCE AND BONDS

The successful Bidder will be required to carry insurance in the amounts and kinds specified in Section I 1-2 of the Bid Documents. Such insurance must be with companies and in a form satisfactory to the CITY and the MDOT, and certificates of such insurance must be attached to each copy of the executed Contract Documents. The insurance certificates provided for this project shall include the City of Sault Ste. Marie and also the Michigan Department of Transportation as insured parties under this project.

The successful Bidder will be required to furnish for each set of the executed Contract Documents and conformed copies thereof, an original conformed Performance Bond and Labor and Material (Payment) Bond on the form attached hereto with a surety acceptable to the CITY, as follows:

- a. Performance Bond, Labor and Material (Payment) Bond each in the amount of One Hundred percent (100%) of the Contract Price to insure the completion of the entire Project according to the Contract Documents and to secure Payment of all labor, materials and Subcontractors according to the statutes of the State at that time in effect.

14. PERMITS AND LOCAL CODES

The successful Bidder shall obtain, at his expense, all required local and state construction permits and shall comply with all local and state building, electrical and plumbing codes and inspection requirements as applicable to this project.

15. NONDISCRIMINATION

Contracts for work under this Proposal will obligate the contractors and subcontractors not to discriminate in employment practices.

Bidders must, if requested, submit a compliance report concerning their employment practices and policies in order to maintain their eligibility to receive the award of the contract.

Successful Bidders must, if requested, submit a list of all subcontractors who will perform work on the project and written signed statements from authorized agents of the labor pools with which they will or may deal for employees on the work together with supporting information to the effect that said labor pools practices and policies are in conformity with Executive Order No. 11246, as amended, and that said labor pools will affirmatively cooperate in or offer no hindrance to the recruitment, employment, and equal treatment of employees seeking employment and performing work under the contract or, a

certification as to what efforts have been made to secure such statements when such agents or labor pools have failed or refused to furnish same prior to the award of the contract.

16. **HEALTH AND SAFETY**

The successful Bidder shall comply with the Health and Safety Regulations, Chapter XVII of Title 29 CFR, Part 1926, as promulgated by the Department of Labor, and/or applicable state and local Safety and Health Regulations. All questions regarding compliance and enforcement, as well as requests for the Regulations, should be directed to the Department of Labor and/or local agencies.

17. **EXISTING INFORMATION**

Any notations shown on the plans are for general information purposes only and are not intended to relieve the Contractor of his responsibility of investigating all local conditions affecting the work. Such locations of public utilities as are shown on the plans are taken from sources believed to be reliable. The CITY will not be responsible for any omissions of, or variations from, the indicated location of existing utilities which may be encountered in the work.

No plea of ignorance of conditions which exist or which may hereafter exist, or of any difficulties which may be encountered will be accepted as the basis for any failure or omission on the part of the Contractor to fulfill all of the requirements of this Contract, nor will such failure or omission be accepted as the basis for any claims of any nature for extra compensation or extension of time. The submission of a bid shall be considered as prima facie evidence of compliance with this section.

18. **EMPLOYMENT OF LOCAL LABOR**

In accordance with the goal of the City to increase employment opportunities wherever possible within our community, Bidders should be aware that one factor in considering bid award shall be the amount of local (Chippewa County) labor to be hired by the contractor and subcontractor. Each bidder is required to estimate the total man hours to be expended on the "on-site" construction of the project, and the percentage of those man hours which will involve local labor. Penalties for non-compliance will be agreed to prior to bid award.

The payrolls maintained by the CONTRACTOR shall include address, and shall be furnished to the City of Sault Ste. Marie upon request in order to assure compliance.

Bidders estimate as to total man hours to be expended in "on-site"
Construction. N/A Man Hours

Bidders estimate as to man hours which will involve local
Labor N/A %

(INFBID-C 8/2020)

STATEMENT OF CONTRACTOR'S QUALIFICATIONS
FOR ALL CONTRACTS

This form, completely filled in and with attachments, shall be submitted upon request to the City Engineering Department by 10 a.m. on the second business day following date of bid opening. Failure to submit this form may be grounds for rejection of bid.

1. Date of Organization/Incorporation: _____
2. Type of Organization (Corporation, Partnership, etc.): _____
3. Officers/Principals
(Titles and Names): _____

4. States in which Organization is legally
qualified to do business: _____

5. What is your current bonding capacity? _____
6. Name of proposed bonding company for
this Project: _____
- Address and telephone number of agent: _____
7. Attach Financial Statement, including latest Balance Sheet, Income Statement, and Retained Earnings. (To be furnished if requested by City prior to bid award.)
8. List, on an attachment, three completed projects that best represent the building type, type of construction, and dollar amount similar to the project being contemplated. Also provide dates, names, addresses and telephone numbers for references.
9. List, on an attachment, all projects currently in progress, including type of work, contract amount, percentage of completion, name, and telephone number of the Owner(s) or their representatives, and Engineer/Architect.

10. List, on an attachment, all projects completed within the last five years, including the type of work, contract amount, and percentage of contract performed by your own forces.

11. During the last five years, what was your largest and average size project amounts in dollars:

\$	(Largest)
\$	(Average)

12. Has your organization ever failed to complete any projects? If yes, list when, where and why on an attachment.

13. Has your organization or any predecessor or affiliate thereof been involved in bankruptcy, reorganization, insolvency, or receivership proceedings under federal or state law within the past ten years? If yes, describe the date and nature of the proceedings and court involved on an attachment.

14. Has your organization been involved in any lawsuits with Owners, Engineers/Architects, or other Contractors involving any projects within the last five years? If yes, describe the date and nature of the proceedings and court involved on an attachment.

15. Are there any outstanding liens filed against your organization? If yes, explain on an attachment.

16. List the type of work normally performed by your own forces.

17. List the names of the project manager and project Superintendent proposed for this project. Attach resumes.

I hereby certify the accuracy and completeness of all information on this form and attachments. The discovery of deliberate misinformation given herein shall be considered as grounds for contract termination.

Organization:

Signature/Title:

Date:

CITY OF SAULT STE. MARIE

Salmon Run Way, Ord Street Extension and Ord Street Paving Project B-43-23

Project Summary

The Salmon Run Way & Ord Street Extension Project will complete the construction of Salmon Run Way which will connect the Lake Superior State University's Center for Freshwater Research and Education (CFRE), to the Carbide Dock and Alford Park. Ord Street resurfacing project will complete the Easterday Construction Project.

The streets for the project will consist of Salmon Run Way, Ord Street Extension 920 LF, Ord Street Portion of Easterday project 1625 LF, 24 feet wide with curb and gutter and associated storm sewers.

This project will promote tourism, provide recreation, and redevelop the under-utilized waterfront of the City of Sault Ste. Marie.

Proper traffic control procedures in accordance with the 2011 MMUTCD shall be strictly adhered to. Traffic regulators (flaggers) shall be used in applicable situations.

The City of Sault Ste. Marie Engineering Department will conduct an inspection of the project during construction.

Name of Bidder: _____

BID FORM
FOR
SALMON RUN WAY, ORD STREET EXTENSION AND ORD STREET
PAVING PROJECT
BID NUMBER B-43-23
FOR
CITY OF SAULT STE. MARIE, MICHIGAN

To the City of Sault Ste. Marie (herein referred to as CITY):

The undersigned as Bidder hereby declares that this Bid is made in good faith, without fraud or collusion with any person or persons bidding on the same Contract; that he/she has read and examined the Advertisement, Information for Bidders, Agreement, Forms for Bonds (where applicable), Specifications and plans, as prepared by the CITY, and understands all of the same; that he/she or his/her representative has informed himself/herself fully with regard to the conditions to be met in the execution of the Contract, and the undersigned proposes to furnish all labor, materials, tools, power, transportation and construction equipment necessary for completing this project as herein specified for the CITY and perform related work in full accordance with aforesaid Contract Documents, including any and all Addenda officially issued; the receipt of which is hereby acknowledged:

Addendum No.

Date

Signature

_____	_____	_____
_____	_____	_____
_____	_____	_____

Bid Price: The Bidder agrees to complete the Work required for this construction project in accordance with the Contract Documents for the following unit prices and or lump sums as indicated starting on page 14.

**NAME, ADDRESS, LEGAL STATUS,
AND SIGNATURE OF BIDDER**

This Bid is submitted in the name of:

(Print) _____

The undersigned hereby designates below his/her business address to which all notices, directions or other communications may be served or mailed:

Street _____

City _____

State _____ Zip Code _____

The undersigned hereby declares that he/she has the legal status checked below:

- ☐ INDIVIDUAL
- ☐ INDIVIDUAL DOING BUSINESS UNDER AN ASSUMED NAME
- ☐ CO-PARTNERSHIP
The Assumed Name of the Co-Partnership is registered in
The County of _____, Michigan
- ☐ CORPORATION INCORPORATED UNDER THE LAWS OF THE STATE OF
_____, The Corporation is,
- ☐ LICENSED TO DO BUSINESS IN MICHIGAN
- ☐ NOT NOW LICENSED TO DO BUSINESS IN MICHIGAN

The names, titles and home addresses of all persons who are officers or Partners in the organization are as follows:

NAME AND TITLE	HOME ADDRESS
_____	_____
_____	_____
_____	_____

BID FORM**CITY OF SAULT STE. MARIE, MICHIGAN****B-43-23****Project Title: Salmon Run Way, Ord Street Extension, and Ord Street Paving Project****Location:**

ITEM	ITEM DESCRIPTION	ESTIMATED QUANTITY	UNIT	COST (\$)	TOTAL (\$)
1	Mobilization, Max (10%)	1	LSUM		
2	Curb and Gutter, Rem	284	Ft		
3	Machine Grading, Modified	10	Sta		
4	Excavation, Earth	100	Cyd		
5	Embankment, CIP	50	Cyd		
6	Pavt, Rem	117	Syd		
7	Sidewalk, Remove	1911	Syd		
8	Erosion Control, Inlet Protection, Fabric Drop	13	Ea		
9	Subbase, CIP	125	Cyd		
10	Approach, CI I, 6 Inch	117	Syd		
11	Dr Structure Cover, ADA Compliant (in Sidewalk Ramps)	3	Ea		
12	Dr Structure Cover, Adj, Case 1	10	Ea		
13	HMA, 4EML	1493	Ton		

14	<u>HMA, Approach</u>	<u>449</u>	<u>Ton</u>		
15	<u>Cold Milling HMA Surface</u>	<u>3679</u>	<u>Syd</u>		
16	<u>Hand Patching</u>	<u>15</u>	<u>Ton</u>		
17	<u>Curb and Gutter, Conc, Det F4</u>	<u>80</u>	<u>Ft</u>		
18	<u>Curb and Gutter, Conc, Det C6</u>	<u>20</u>	<u>Ft</u>		
19	<u>Sidewalk, Conc, 4 Inch</u>	<u>15440</u>	<u>Ft</u>		
20	<u>Sidewalk, Conc, 6 Inch</u>	<u>973</u>	<u>Sft</u>		
21	<u>Driveway Opening, Conc, Det M</u>	<u>46</u>	<u>Ft</u>		
22	<u>Curb Ramp Conc, 6 Inch</u>	<u>2299</u>	<u>Sft</u>		
23	<u>Detectable Warning Surface</u>	<u>147</u>	<u>Ft</u>		
24	<u>Curb Ramp Opening, Conc.</u>	<u>184</u>	<u>Ft</u>		
25	<u>Sign, Type IIIB</u>	<u>94</u>	<u>Sft</u>		
26	<u>Post, Steel 3 lb</u>	<u>354</u>	<u>Ft</u>		
27	<u>Pavt Mrkg, Polyurea, 24 Stop, Stop Bar</u>	<u>111</u>	<u>Ft</u>		
28	<u>Pavt Mrkg, Polyurea, 6 Inch, Crosswalk</u>	<u>639</u>	<u>Ft</u>		
29	<u>Pavt Mrkg, Polyurea, 4 Inch, White</u>	<u>150</u>	<u>Ft</u>		
30	<u>Pavt Mrkg, Polyurea, 4 Inch, Yellow</u>	<u>1740</u>	<u>Ft</u>		

31	<u>Recessive Pavt Mrkg, Longit</u>	<u>1740</u>	<u>Ft</u>		
32	<u>Recessive Pavt Mrkg, Tranverse</u>	<u>592</u>	<u>Ft</u>		
33	<u>Minor Traffic Devices</u>	<u>1</u>	<u>LSUM</u>		
34	<u>Watering and Cultivating, First Season, Min</u>	<u>1</u>	<u>LSUM</u>		
35	<u>Traffic Control</u>	<u>1</u>	<u>LSUM</u>		
36	<u>Slope Restoration, Modified</u>	<u>6249</u>	<u>Syd</u>		
37	<u>Gate Valve, Adj</u>	<u>1</u>	<u>Ea</u>		
38	<u>Contractor Staking</u>	<u>1</u>	<u>LSUM</u>		
TOTAL (\$)					

DESCRIPTION OF WORK: Sub-base and base construction, bituminous pavement, concrete curb and gutter, and restoration work as detailed in the Plans and Specifications of the Bid Documents.

The BIDDER agrees to complete all work as described herein and as shown on the plan sheets and specifications for the total sum of:

_____ Dollars (\$ _____)

(Amounts shall be shown in both words and figures; in case of discrepancy, the amount shown in words shall govern. Total will be checked using units & unit prices shown above.)

GENERAL NOTES

Measurement and payment shall be at the Contract Unit Price per pay item in the Proposal.

The undersigned as BIDDER, hereby declares that this Proposal is made in good faith, without fraud or collusion with any person bidding on the same contract.

The undersigned CONTRACTOR and CITY acknowledge for certain public agency construction contracts Michigan Statutes (Act No. 524, Public Acts of 1980) require the payment of interest on retainage. The parties hereto agree however, to waive the requirements of Act No. 524 (MCLA 125.1561) if a contract is entered into between them to perform the construction improvements. In lieu of application of the Statute, the parties adopt the retainage terms and conditions contained in these contract General Conditions for their mutual convenience. The CITY agrees to pay and the CONTRACTOR agrees to accept the applicable sum as indicated in the following table as a stipulated interest on the retained amounts under the terms and conditions of this contract pursuant to the applicable Statute mentioned above. Such sums shall be paid at completion of the project and will be included in the last payment applicable to the project:

ORIGINAL CONTRACT AMOUNT	STIPULATED INTEREST ON RETAINAGE (\$)
0 to 99,999	50
100,000 to 249,000	100
250,000 to 499,999	150
500,000 to 749,999	250
750,000 to 999,999	400
1,000,000 and Over	Act No 524 will apply

The undersigned has examined the specifications and other contract documents, and the location of the work described herein and on the drawings and is fully informed as to the nature of the work and the conditions relating to its performance and understands that the quantities shown are approximate only and are subject to either increase or decrease.

The undersigned hereby proposes to furnish all necessary equipment, perform all the work including traffic control, furnish all the materials and for the unit prices named in the Bid Form, to complete the work as herein described in accordance with the project plans, specifications (referenced or included), the contract Special Provisions and Supplemental Specifications. All materials used will be in strict conformity with the requirements of the specifications and such other supplemental specifications and Special Provisions as may be a part of the Contract Documents.

The undersigned agrees that if the foregoing BID shall be accepted by the CITY, he/she will within ten (10) days (Sundays and legal holidays excepted) after receiving Notice of Award, enter into a Contract Agreement and will complete the project ready for use, at the prices and within the time stated in this Bid Form, and that he/she will furnish the CITY with satisfactory certificates of insurance coverage, Payment Bond, and Performance Bond in amounts as herein specified.

The undersigned agrees that the project as detailed in this bid will be coordinated with the Easterday Avenue Reconstruction project and Carbide Dock Rehabilitation project contractors.

The undersigned further agrees that should this Bid be accepted by the CITY, he/she will complete work by or before July 15th, 2024, including completion of all work items included in this project.

The "completed by" dates as specified has been set with the understanding that the Contract Award is approved through the city commission at a meeting to be held on or before **Monday, March 18th, 2024**.

The undersigned also agrees that for each and every calendar day that he/she may be in default of substantial completion of the work, within the time specified in this Proposal or within the time to which said time of completion may be extended for good cause shown, the CITY will suffer a damage of five-hundred dollars (\$500.00) per day, and said CITY shall be compensated therefore at that rate as liquidated damages in accordance with the Agreement Form.

In submitting this Bid, it is understood that the CITY reserves the right to accept or reject any or all Bids, waive irregularities in any Bid and make the award in any manner deemed for the best interest of the CITY.

Dated and signed at _____, this the _____ day of _____, 2024.

Bidders Name

Official Address

By

Signature

Title

Telephone

BID BOND

KNOW ALL MEN BY THESE PRESENTS, that we, the undersigned, _____ as Principal, and

_____ as Surety, are hereby held and firmly bound unto THE CITY OF SAULT STE. MARIE, MICHIGAN as Owner in the penal sum of (5% of Proposal at a minimum) for the payment of which, well and truly to be made, we hereby jointly and severally bind ourselves, our heirs, executors, administrators, successors and assigns.

Signed, this _____ day of _____, 2024.

The Condition of the above obligation is such that whereas the Principal has submitted to THE CITY OF SAULT STE. MARIE, MICHIGAN a certain Bid, attached hereto and hereby made a part hereof to enter into a contract in writing, for the Salmon Run Way, Ord Street Extension and Ord Street Paving Project B-43-23: Completion of Salmon Run Way to connect CFRE to the Carbide Dock and Alford Park, extension of Ord Street to the Carbide Dock, and the milling and resurfacing of Ord Street.

NOW THEREFORE,

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

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

The Surety, for value received, hereby stipulated, and agrees that the obligations of said Surety and its bond shall be in no way impaired or affected by any extensions of the time within which the CITY OF SAULT STE. MARIE may accept such Bid; and said Surety does hereby waive notice of any such extension.

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

_____(L.S.)
Principal

Surety

By: _____

IMPORTANT - Surety companies executing bonds must appear on the Treasury Department's most current list (Circular 570 as amended) and be authorized to transact business in the State of Michigan.

PERFORMANCE BOND

KNOW ALL MEN BY THESE PRESENTS, that

(Name of Contractor)

(Address of Contractor)

a (Corporation, Partnership or Individual) hereinafter called Principal, and

(Name of Surety)

(Address of Surety)

hereinafter called Surety, are held and firmly bound unto:

THE CITY OF SAULT STE. MARIE, MICHIGAN

225 E. Portage Avenue, Sault Ste. Marie, Michigan 49783

Hereinafter called OWNER, in the penal sum of: \$ _____ in lawful money of the United States, for the payment of which sum well and truly to be made, we the Principal and Surety, bind ourselves, our heirs, executors, administrators and successors, to be liable jointly and severally for the performance of the contract defined below in accordance with the plans, specifications, and terms thereof. The Surety is liable for the costs of correcting and completing the Principal's work above the contract balance and shall be liable for liquidated or actual damages caused by the Principal's default or non-performance. This bond is for the protection of the OWNER. The balance due on the contract shall be paid to the Surety upon its undertaking of the work for the Principal. Upon demand of OWNER, Surety shall undertake the work of the Principal and prosecute the work with diligence to completion. If Surety shall fail to do this within 15 days of OWNER's demand, OWNER may proceed to enforce any remedy under the contract available to OWNER.

THE CONDITION OF THIS OBLIGATION is such that Whereas, the Principal entered into a certain contract with the OWNER dated the _____ day of _____, 20____, a copy of which is hereto attached and made a part hereof for the construction of: Salmon Run Way, Ord Street Extension Paving Project B-43-23:

Completion of Salmon Run Way to connect CFRE to the Carbide Dock and Alford Park, extension of Ord Street to the Carbide Dock, and the milling and resurfacing of Ord Street.

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

force and effect.

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

IN WITNESS WHEREOF, this instrument is executed in four (4) counterparts each one of which shall be deemed an original, this the _____ day of _____, 20 ____ .

(Principal)

By: _____

Its: _____

(Surety)

By: _____

Its: _____

(Witness to Surety)

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

IMPORTANT: Surety companies executing Bonds must appear on the Treasury Department's most current list as amended and be authorized to transact business in the State of Michigan.

PAYMENT BOND

KNOW ALL MEN BY THESE PRESENTS, that

(Name of Contractor)

(Address of Contractor)

a (Corporation, Partnership or Individual) hereinafter called Principal, and

(Name of Surety)

(Address of Surety)

hereinafter called Surety, are held and firmly bound unto:

THE CITY OF SAULT STE. MARIE, MICHIGAN

225 E. Portage Avenue, Sault Ste. Marie, Michigan 49783

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

THE CONDITION OF THIS OBLIGATION is such that Whereas, the Principal entered into a certain contract with the OWNER dated the _____ day of _____, 20____, a copy of which is hereto attached and made a part hereof for the construction of: : Salmon Run Way, Ord Street Extension Paving Project B-43-23: Completion of Salmon Run Way to connect CFRE to the Carbide Dock and Alford Park, extension of Ord Street to the Carbide Dock, and the milling and resurfacing of Ord Street.

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

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

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

PROVIDED, FURTHER, that no final settlement between the OWNER and the Contractor shall abridge the right of any beneficiary

hereunder, whose claim may be unsatisfied.

IN WITNESS WHEREOF, this instrument is executed in four (4) counterparts each one of which shall be deemed an original, this the _____ day of _____, 20__.

(Principal)

By: _____

Its: _____

(Surety)

By: _____

Its: _____

(Witness to Surety)

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

IMPORTANT: Surety companies executing Bonds must appear on the Treasury Department's most current list as amended and be authorized to transact business in the State of Michigan.

CITY OF SAULT STE. MARIE

AGREEMENT

THIS AGREEMENT, made as of the ____ day of _____, 20____, by and between the CITY OF SAULT STE. MARIE, MICHIGAN, hereinafter called the OWNER OR CITY, and _____ hereinafter called the CONTRACTOR.

- WITNESSETH, that whereas the CITY intends to contract for the relocation of Salmon Run Way including parking lot construction and other miscellaneous items of work within the City of Sault Ste. Marie. The project title is "B-43-23 Salmon Run Way, Ord Street Extension and Ord Street Paving Project".
 - NOW, THEREFORE, THE CITY AND CONTRACTOR for the considerations hereinafter set forth, agree as follows:
- I. THE CONTRACTOR AGREES to furnish all the necessary labor, materials, equipment, tools and services necessary to perform and complete, in a workmanlike manner, all work required for the complete construction the above described work, as specified in the Proposal and in strict compliance with applicable local, state and federal codes and the Contract Documents herein mentioned, which are hereby made a part of the Contract, including the following Addenda:

ADDENDUM NO.

DATED

_____	_____
_____	_____
_____	_____

- A. Contract Time: Work under this Agreement shall be commenced upon the CONTRACTOR'S receipt of the executed Agreement signed by the CITY or upon the date as specified in the written Notice to Proceed (if such date is different from the date of the executed Agreement) and the work shall be completed according to the following schedule:

Final Completion: July 15th, 2024

as specified in the Bid Proposal, a copy of which is attached.

- a) If the CONTRACTOR refuses or fails to prosecute the work or any separate part thereof, with such diligence as will insure its completion, ready for use, within the number of consecutive calendar days specified herein, or any extension thereof, or fails to complete said work within such time, the CITY may, by written notice to the CONTRACTOR, terminate his/her right to proceed with the Project or such part of the Project as to which there has been delay. In such event, the CITY may take over the Project and prosecute the same to completion, by contract or otherwise, and the CONTRACTOR shall be liable to the CITY for any excess cost occasioned the CITY thereby. If the CONTRACTOR'S right to proceed is so terminated, the CITY may take possession of and utilize in completing the Project such materials, appliances, and plants as may be on the site of the Project and necessary therefore
- B. Liquidated Damages: The CITY and CONTRACTOR recognize that time is of the essence in fulfilling the requirements of this Agreement and also recognize that the CITY will suffer financial loss if the work is not completed within the times specified in paragraph "A" above, plus any extensions thereof allowed in accordance with Section 23 of the General Conditions. The CITY and CONTRACTOR also recognize the delays, expense and difficulties involved in proving the actual loss suffered by the CITY if the work is not completed on time.
If the CONTRACTOR shall neglect, refuse or fail to complete the required work within the time specified in Paragraph I. A. for completion and readiness for final payment or any proper extension thereof granted by the CITY, the CONTRACTOR shall pay the CITY Five hundred Dollars (\$500.00) for each calendar day that expires after the time specified in Paragraph "A" until such time as Final Completion is attained; ready for final payment.
- C. Sub-contractors: The CONTRACTOR agrees to bind every sub-contractor by the terms of the Contract Documents. The Contract Documents shall not be construed as creating any contractual relation between any Sub-contractor and the CITY.
- II. THE CITY AGREES to pay, and the CONTRACTOR agrees to accept, in full payment for the performance of this Contract an amount to be determined by the actual constructed quantities and the Unit Prices and Lump Sums set forth in the attached Proposal. This amount is estimated to be _____ Dollars (\$_____)
- A. Progress payments will be made in accordance with the General Conditions of the Contract.
2. The CONTRACTOR and CITY acknowledge that for certain public agency construction contracts Michigan Statutes (Act No. 524, Public Acts of 1980) require the payment of interest on retainage. The parties hereto agree however, to waive the requirements of Act No. 524 (MCLA 125.1561) if a contract is entered into between them to perform the construction improvements. In lieu of application of the Statute, the parties adopt the retainage terms and conditions contained in these contract General Conditions for their mutual convenience. The CITY agrees to pay and the CONTRACTOR agrees to accept the applicable sum as indicated in the following table as a stipulated interest on the retained amounts under the terms and conditions of this contract pursuant to the applicable Statute mentioned above. Such sums shall be paid at completion of the project and will be included in the last payment applicable to the project:

ORIGINAL CONTRACT AMOUNT	STIPULATED INTEREST ON RETAINAGE (\$)
\$ 0 to 99,999	50
100,000to 249,999	100
250,000 to 499,999	150
500,000to 749,999	250
750,000to 999,999	400
1,000,000 and Over	Act No. 524 will apply

III. CONTRACT DOCUMENTS: The Contract comprises the Contract Documents listed in the General Conditions of the Contract. In the event that any provision of one Contract Document conflicts with the provision of another Contract Document, the provision in the contract Document first listed below shall govern, except as otherwise specifically stated.

- A. Agreement (this instrument)
- B. Addenda to Contract Documents
- C. Legal and Procedural Documents
 - 1. Proposal
 - 2. Information for Bidders
 - 3. Advertisement
- D. Detailed Special Provisions and Supplemental Specifications
- E. General Conditions of the Contract
- F. Project Drawings
- G. Bonds
 - 1. Proposal Guaranty
 - 2. Payment Bond
 - 3. Performance Bond

IV. AUTHORITY AND RESPONSIBILITY OF THE CITY: The CITY shall decide all questions which may arise relating to the quality and acceptability of materials furnished and work performed, the manner of performance and the rate of progress of the work, all questions which may arise as to the interpretations of the Plans and Specifications; and all questions as to the acceptable fulfillment of the terms of the Contract. The CITY shall decide all questions as to the rights of different Contractors on the Project.

V. SUCCESSORS AND ASSIGNS: This Agreement and all of the covenants hereof shall inure to the benefit of and be binding upon the CITY and the CONTRACTOR respectively and his/her partners, successors, assigners and legal representatives. Neither the CITY nor the CONTRACTOR shall have the right to assign, transfer or sublet his/her interests or obligations hereunder without written consent of the other party.

VI. SPECIAL PROVISIONS: The CITY and the CONTRACTOR mutually agree that this Agreement shall be

subject to the included Special Provisions, if any, which shall supersede other conflicting provisions of this Agreement.

IN WITNESS WHEREOF, the parties have made and executed this Agreement, the day and year first above written.

(CONTRACTOR'S COMPANY NAME) _____

BY: _____ BY: _____
(SIGNATURE) (SIGNATURE)

(PRINT) (PRINT)

TITLE: _____ TITLE: _____
(PRINT) (PRINT)

CITY OF SAULT STE. MARIE, MICHIGAN

CITY MANAGER (Brian Chapman) Approved

CITY OF SAULT STE. MARIE PROJECT INSURANCE REQUIREMENTS

The Contractor/Consultant shall not commence work under this contract until he/she has obtained the insurance required as outlined following this paragraph. All coverage shall be with insurance companies licensed and admitted to do business in the State of Michigan. All coverage shall be with the insurance carriers rated A- or better with A. M. Best Company and acceptable to the City of Sault Ste. Marie, Michigan.

1. **Worker's Compensation Insurance:** The Contractor/Consultant shall procure and maintain during the life of this contract, Worker's Compensation and Employers Liability Coverage, including waiver of subrogation in accordance with all applicable Statutes of the State of Michigan. Limits of liability for Employers Liability shall be:

\$500,000 Bodily Injury Each Accident
\$500,000 Disease Policy Limit and
\$500,000 Disease Each Employee

2. **Commercial General Liability and Umbrella Liability Insurance:** The Contractor/Consultant shall procure and maintain during the life of this contract, Commercial General Liability Insurance on an "Occurrence Basis" including a per project aggregate with the following limits:

General Aggregate (other products/completed operations)	\$2,000,000
Products/Completed Operations Aggregate	\$2,000,000
Personal and Advertising Injury Limit	\$1,000,000
Each Occurrence	\$1,000,000
Damage to Rented Premises	\$500,000
Medical Expense	\$5,000

The Contractor/Consultant shall continue to carry Completed Operations Liability Insurance for at least three (3) years after either 90 days following Substantial Completion of the Work or final payment to the Contractor on any individual Project, whichever is later. Coverage shall include the following:

- a. Contractual Liability
 - b. Products and Completed Operations
 - c. Independent Contractors Coverage
 - d. Broad Form General Liability Extensions or equivalent
 - e. Explosion, Collapse and Underground (XCU) shall not be excluded.
 - f. Coverage shall be Primary and Noncontributory
3. **Business Auto and Umbrella Liability Insurance:** The Contractor/Consultant shall procure and maintain during the life of this contract Business Auto Liability Insurance, including Michigan No-Fault Coverage, and if necessary, umbrella liability, with limits of liability of not less than \$1,000,000.00 per occurrence combined single limit Bodily Injury and Property Damage. Coverage shall include all owned vehicles, all non-owned vehicles and all hired vehicles (Symbol 1).

4. Additional Insured: Commercial General Liability, Business Auto and Umbrella Insurance, as described above, shall include an endorsement stating the following shall be "Additional Insureds": the City of Sault Ste. Marie, all elected and appointed officials, all employees and volunteers, all boards, commissions and/or authorities and board members, including employees and volunteers thereof. Policies shall contain the following Additional Insured forms (and/or equivalent):
 - a. General Liability: On-Going Operations form CG 2010 07/04 or equivalent, Completed Operations form CG 2037 07/04 or equivalent.
 - b. Business Auto: CA 20 48
5. Professional Liability (Errors and Omissions) Insurance (*Professional Architectural and Engineering Services Only*): The Consultant shall procure and maintain during the life of this contract Professional Liability (Errors and Omissions) Insurance, with limits of liability of not less than \$1,000,000.00 per claim.
6. Cancellation Notice: Worker's Compensation Insurance, Commercial General Liability Insurance and Business Auto Liability Insurance and Umbrella Liability Insurance, Professional Liability Insurance (if applicable), as described above, shall include an endorsement stating the following: "It is understood and agreed that Thirty (30) days Advance Written Notice of Cancellation, Non-Renewal, Reduction and/or Material Change shall be sent to:

City Clerk
City of Sault Ste. Marie
225 E. Portage Ave.
Sault Ste. Marie, MI 49783
7. Waiver of Subrogation: Contractor/Consultant shall obtain and provide waiver of subrogation on Commercial General Liability, Auto Liability, Workers Compensation and Umbrella in favor of City of Sault Ste. Marie with respect to losses arising out of or in connection with the work.
8. Proof of Insurance Coverage: The Contractor/Consultant shall provide the City of Sault Ste. Marie at the time the contracts are returned by him/her for execution, certificates and policies as listed below:
 - a. Two (2) copies of Certificate of Liability Insurance (ACORD 25) for Worker's Compensation Insurance, Commercial General Liability Insurance, Business Auto Liability Insurance and Umbrella Liability Insurance. This Certificate shall cite the specific endorsement(s) relative to the "Additional Insured" and "Cancellation Notice" as required above.

If any of the above coverages expire during the term of this contract, the Contractor/Consultant shall deliver renewal certificates and/or policies to the City of Sault Ste. Marie at least ten (10) days prior to the expiration date.

The Contractor/Consultant shall not cancel or reduce the coverage or any insurance without providing written notice to the City. The Contractor shall cease operations immediately on the occurrence of any such reduction or cancellation and shall not resume operations until new insurance, approved by the City, is in force.

Contractors/Consultants on City projects shall furnish certificates of insurance **before** work has begun.

Revised 2/03/2023

SPECIAL NOTICE

INSURANCE

The Contractor, prior to execution of the contract, shall file with the (Local Agency) a Certificate or Certificates of Insurance in form satisfactory to the (Local Agency) showing that the Contractor has complied with the insurance requirements set forth in Section 107.10 of the 2020 MDOT Standard Specifications for Construction.

i.e.. Michigan Department of Transportation Form 1304A, annexed hereto.

CITY OF SAULT STE. MARIE

GENERAL CONDITIONS INDEX

<u>SECTION</u>	<u>DESCRIPTION</u>
1.	Definitions
2.	Award, Execution of Documents, Delivery of Bonds, Etc.
3.	Progress & Submission Schedules, Preconstruction Conference, Time of Starting the Work
4.	Correlation, Interpretation and Intent of Contract Documents
5.	Ownership & Copies of Documents, Record Documents
6.	Work by Others
7.	Subcontracts
8.	Materials, Equipment & Labor; Substitute Material or Equipment
9.	Patent Fees & Royalties
10.	Permits, Laws, Taxes & Regulations
11.	Availability of Lands; Physical & Subsurface Conditions; Reference Points
12.	Use of Premises
13.	City's Status During Construction
14.	City's Interpretations & Decisions
15.	Shop Drawings & Samples
16.	Tests & Inspections
17.	Contractor's Supervision and Superintendence
18.	Safety & Protection; Emergencies
19.	Access to the Work; Uncovering Finished Work
20.	Changes in the Work
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22.	Change of Contract Price
23.	Cash Allowances
24.	Change of the Contract Time
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26.	Warranty and Guarantee; Correction, Removal or Acceptance of Defective Work
27.	Applications for Progress Payments
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30.	Partial Utilization
31.	Final Payment
32.	Waivers of Claims and Continuing Obligations
33.	Indemnification
34.	Contract Bonds
35.	Contractor's Liability Insurance
36.	City's Liability Coverage
37.	Property Insurance
38.	Cleaning Up
39.	City's Right to Stop or Suspend Work
40.	City's Right to Terminate
41.	Contractor's Right to Stop Work or Terminate
42.	Office Space
43.	Arbitration
44.	Miscellaneous

GENERAL CONDITIONS

SECTION 1 - DEFINITIONS

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

AGREEMENT - The written agreement between the CITY and the CONTRACTOR covering the Work to be performed, including the CONTRACTOR'S Bid and the Bonds.

APPLICATION FOR PAYMENT - The form furnished by the CITY which is to be used by the CONTRACTOR in requesting progress payments and which is to include the schedule of values required by Section 26 and an affidavit of the CONTRACTOR that progress payments theretofore received from the CITY on account of the Work have been applied by the CONTRACTOR to discharge in full all of the CONTRACTOR'S obligations incurred in connection with the Work covered by all prior Applications for Payment.

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

BIDDER - Any person, firm or corporation submitting a Bid for the Work to the CITY.

BONDS - Bid, performance and payment bonds and other instruments of security, furnished by the CONTRACTOR and his surety in accordance with the Contract Documents.

CHANGE ORDERS - A written order to the CONTRACTOR signed by the CITY authorizing an addition, deletion or revision in the Work, or an adjustment in the Contract Price or the Contract Time issued after execution of the Agreement.

CONTRACT DOCUMENTS - The complete bound book describing the Work to be done by the CONTRACTOR, including the Agreement, Specifications, Plans, Addends (whether issued prior to opening of bids or execution of the Agreement) and Modifications.

CONTRACT PRICE - The total moneys payable to the CONTRACTOR under the Contract Documents.

CONTRACT TIME - The number of calendar days stated in the Agreement for the completion of the Work.

CONTRACTOR - The person, firm, or corporation with whom the CITY has executed the Agreement.

FIELD ORDER - A written order issued by the CITY which clarifies or interprets the Contract Documents in accordance with Section 14 or orders minor changes in the Work in accordance with Section 20.

MODIFICATION - (a) a written amendment of the Contract Documents signed by the CITY and the CONTRACTOR, (b) a Change Order, (c) a written clarification or interpretation issued by the CITY in accordance with Section 14 or (d) a written order for a minor change or alteration in the work issued by the CITY pursuant to Section 20. A modification may only be issued after execution of the Agreement.

CITY - The Municipality of Sault Ste. Marie, Michigan.

PLANS - The drawings and plans which show the character and scope of the Work to be performed and which

have been prepared or approved by the CITY and are referred to in the Contract Documents.

PROJECT - The entire construction to be performed as provided in the Contract Documents.

PROJECT REPRESENTATIVE - The authorized representative of the CITY who is assigned to the Project or any part thereof.

SHOP DRAWINGS - All plans, drawings, diagrams, illustrations, brochures, schedules and other data which are prepared by the CONTRACTOR, a Subcontractor, manufacturer, supplier or distributor and which illustrate the equipment, material or some portion of the Work.

SPECIFICATIONS - The Information for Bidders, these General Conditions, Detailed Specifications, Special Conditions and Technical Provisions.

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

SUBSTANTIAL COMPLETION - The date, as certified by the CITY, when the construction of the Project or a specified part thereof is sufficiently completed in accordance with the Contract Documents, so that the Project or specified part can be utilized for the purposes for which it was intended; or if there is on such certification, the date when final payment is due in accordance with Section 30.

WORK - Any and all obligations, duties, and responsibilities necessary to the successful completion of the Project assigned to or undertaken by the CONTRACTOR under the Contract Documents, including the furnishing of all labor, materials, tools, equipment and other incidentals.

SECTION 2 - AWARD, EXECUTION OF DOCUMENTS, DELIVERY OF BONDS, ETC.

- 2.1 The award of the contract, if it is awarded, will be to the lowest responsible Bidder whose qualifications indicate the award will be in the best interest of the CITY and whose proposal complies with all the prescribed requirements. No award will be made until the CITY has concluded such investigations as it deems necessary to establish the responsibility, qualifications and financial ability of the Bidders to do the Work in accordance with the Contract Documents to the satisfaction of the CITY within the time prescribed. The CITY reserves the right to reject the Bid of any Bidder who does not pass the investigation to the CITY'S satisfaction. In analyzing Bids, the CITY may take into consideration alternates and unit prices if requested by the Bid forms. If the contract is awarded, the CITY will give the successful Bidder written notice of the award within the time set forth in the Advertisement. The notification of award will be in the form of Two (2) counterparts of the Notice of Award document that will be signed by the CITY and the CONTRACTOR.
- 2.2 At least Three (3) counterparts of the Agreement and such other Contract Documents as practicable will be signed by the CITY and the CONTRACTOR. The unsigned Agreement forms will be provided to the CONTRACTOR when the Notice of Award is issued. The CITY will identify those portions of the Contract Documents not so signed and such identification will be binding on all parties. The CONTRACTOR and the CITY will each receive an executed counterpart of the Contract Documents.
- 2.3 Simultaneously with the CONTRACTOR'S execution and delivery of the Agreement to the CITY, the CONTRACTOR will deliver to the CITY the required Bonds and Insurance. Within ten (10) days thereafter, the CITY shall deliver one fully signed counterpart of the Agreement to the CONTRACTOR

- 2.4 Failure of the successful Bidder to execute the Agreement and deliver the required Bonds and Insurance within ten (10) days of the issuance of the Notice of Award shall be just cause for the CITY to annul the award and declare the Bid and any guarantee thereof forfeited.

SECTION 3 - PROGRESS AND SUBMISSION SCHEDULES: PRECONSTRUCTION CONFERENCE: TIME OF STARTING THE WORK

- 3.1 Within ten (10) days after the execution of the Agreement, the CONTRACTOR will submit to the CITY for approval, an estimated progress schedule indicating the starting and completion dates of the various stages of the Work, and a schedule of Shop Drawings submissions. At least ten (10) days prior to submitting the first Application for Payment he shall also submit a schedule of values as required by Section 26.
- 3.2 Before starting the Work, a Pre-construction conference will be held to review the above schedules, to establish procedures for handling shop drawings and other submittals, for processing Applications for Payment, to establish a working understanding between the parties, and to discuss the construction safety requirements of the project. Present at the conference will be delegated representatives of the CONTRACTOR, the CITY, and, when possible, other interested parties. The Preconstruction conference will be scheduled by the CITY as soon as possible after the issuance of the Notice of Award to the CONTRACTOR.
- 3.3 Prior to starting the Work the CONTRACTOR will furnish the CITY certificates of insurance as required by Section 34.
- 3.4 The CONTRACTOR will start the Work on the date on which the Agreement is executed by the CITY and delivered, or on such other date, if any, as may be specified in the Agreement. However at the time of the execution and delivery of the Agreement the CITY may give the CONTRACTOR a written notice to proceed, stating the different date on which it is expected that the CONTRACTOR will start the Work, but such date shall not be more than thirty (30) days after the date of execution and delivery of the Agreement. No work shall be done prior to the date on which the work is to start.
- 3.5 The Contract Time shall commence to run on the date when the Work is to start as provided in Section 3.

SECTION 4 - CORRELATION, INTERPRETATION AND INTENT OF CONTRACT DOCUMENTS

- 4.1 It is the intent of the Specifications and Plans to describe a complete Project to be constructed in accordance with the Contract Documents.
- 4.2 The Contract Documents comprise the entire Agreement between the CITY and the CONTRACTOR. They may be altered only by a Modification.
- 4.3 The Contract Documents are complementary; what is called for by one is as binding as if called for by all. If the CONTRACTOR finds a conflict, error or discrepancy in the Contract Documents, he will call it to the CITY'S attention in writing before proceeding with the work affected thereby except at his (CONTRACTOR'S) own risk and expense. In resolving such conflicts, errors, and discrepancies, the documents shall be given precedence in the following order: Agreement, Specifications, Plans. Within the Specifications the order of precedence shall be as follows: Special Conditions, Information for Bidders, General Conditions, Detailed Specifications, Technical Provisions. Figure dimensions on Plans shall govern over scale dimensions, and detailed Plans shall govern over general Plans. Any work that may reasonably be inferred from the Specifications or Plans as being required to produce the intended result shall be supplied whether or not it is specifically called for. Work, materials or equipment described in

words which so applied have a well-known technical or trade meaning shall be deemed to refer to such recognized standards. The CONTRACTOR assumes full responsibility for having familiarized himself with the nature and extent of the Contract Documents, Work, locality, and local conditions that may in any manner affect the Work to be done.

SECTION 5 - OWNERSHIP AND COPIES OF DOCUMENTS: RECORD DOCUMENTS

- 5.1 All Specifications, Plans and copies thereof furnished by the CITY shall remain its property. They shall not be used on another Project, and, with the exception of those sets which have been signed in connection with the execution of the Agreement, shall be returned to them on request upon completion of the Project.
- 5.2 The CITY will furnish to the CONTRACTOR up to five (5) copies of the Specifications and Plans as are reasonably necessary for the execution of the Work. Additional copies will be furnished, upon request, at the cost of reproduction.
- 5.3 The CONTRACTOR will keep one record copy of all Specifications, Plans, Addenda, Modifications, and Shop Drawings at the site in good order and annotated to show all changes made during the construction process. These shall be available to the CITY and shall be delivered to the same upon completion of the Project.

SECTION 6 - WORK BY OTHERS

- 6.1 The CITY may perform additional work related to the Project by itself or it may let other direct contacts therefore which shall contain General Conditions similar to these. The CONTRACTOR will afford the other contractors who are parties to such direct contracts (or the CITY, if it is performing the additional work himself), reasonable opportunity for the introduction and storage of materials and equipment and the execution of work, and shall properly connect and coordinate his Work with theirs.
- 6.2 If any part of the CONTRACTOR'S Work depends for proper execution or results upon the work of any such other contractor (or the CITY), the CONTRACTOR will inspect and promptly report to the CITY in writing any defects or deficiencies in such work that render it unsuitable for such proper execution and results. His failure so to report shall constitute an acceptance of the other work as fit and proper for the relationship of his Work except as to defects and deficiencies which may appear in the other work after the execution of his Work.
- 6.3 The CONTRACTOR will do all cutting, fitting and patching of his Work that may be required to make its several parts come together properly and fit it to receive or be received by such other work. The CONTRACTOR will not endanger any work of others by cutting, excavating or otherwise altering their work and will only cut or alter their work with written consent of the CITY.
- 6.4 If the performance of additional work by other contractors or the CITY is not noted in the Contract Documents prior to the award of the contract, written notice thereof shall be given to the CONTRACTOR prior to starting any such additional work. If the CONTRACTOR believes that the performance of such additional work by the CITY or others involves him in additional expense or entitles him to an extension of the Contract Time, he may make a claim therefore as provided in Sections 21 and 23.

SECTION 7 - SUBCONTRACTS

- 7.1 Prior to the execution and delivery of the Agreement, the successful Bidder will submit to the CITY for acceptance a list of the names of Subcontractors and such other persons and organizations (including those who are to furnish materials or equipment fabricated to a special design) proposed for those portions

of the Work as to which the identity of the Subcontractors and other persons and organizations must be submitted as specified in the Contract Documents. Prior to the execution and delivery of the Agreement, the CITY will notify the successful Bidder in writing if the CITY, after due investigation, has reasonable objection to any Subcontractor, person or organization on such list. The failure of the CITY to make objection to any Subcontractor, person or organization on the list prior to the execution and delivery of the Agreement shall constitute an acceptance of such Subcontractor, person or organization. Acceptance of any such Subcontractor, person or organization shall not constitute a waiver of any right of the CITY to reject defective Work, material or equipment, or Work, material or equipment not in conformance with the requirements of the Contract Documents.

- 7.2 If, prior to the execution and delivery of the Agreement, the CITY has reasonable objection to and refuses to accept any Subcontractor, person, or organization on such list, the successful Bidder shall prior to such execution and delivery, submit an acceptable substitute without an increase in his Bid Price. If, after the execution and delivery of the Agreement, the CITY refuses to accept any Subcontractor, person or organization on such list, the CONTRACTOR will submit an acceptable substitute and the Contract Price shall be increased or decreased by the difference in cost occasioned by such substitution and an appropriate

Change Order shall be issued; however, no such increase in the Contract Price shall be allowed in respect of any substitution unless the CONTRACTOR has acted promptly and reasonably in submitting a name of the Subcontractor prior to the execution and delivery of the Agreement.

- 7.3 The CONTRACTOR will not employ any Subcontractor (whether initially or as a substitute) against whom the CITY may have reasonable objection, nor will the CONTRACTOR be required to employ any Subcontractor against whom he has reasonable objection. The CONTRACTOR will not make any substitution for any Subcontractor who has been accepted by the CITY unless the CITY determines that there is good cause for doing so.
- 7.4 The CONTRACTOR will be fully responsible for all acts and omissions of his Subcontractors and of persons directly or indirectly employed by them and of persons for whose acts any of them may be liable to the same extent that he is responsible for the acts and omissions of persons directly employed by him. Nothing in the Contract Documents shall create any contractual relationship between any Subcontractor and the CITY or any obligation on the part of the CITY to pay or to see to the payment of any moneys due any Subcontractor, except as may otherwise be required by law. The CITY may furnish to any Subcontractor, to the extent practicable, evidence of amounts paid to the CONTRACTOR on account of specific work done in accordance with the schedule of values.
- 7.5 The divisions and sections of the Specifications and the identifications of any Plans shall not control the CONTRACTOR in dividing the Work among Subcontractors or delineating the Work to be performed by any trade.
- 7.6 The CONTRACTOR agrees to specifically bind every Subcontractor to all of the applicable terms and conditions of the Contract Documents. Every Subcontractor, by undertaking to perform any of the Work, will thereby automatically be deemed to be bound by such terms and conditions.
- 7.7 All work performed for the CONTRACTOR by a subcontractor shall be pursuant to an appropriate agreement between the CONTRACTOR and the Subcontractor which shall contain provisions that waive all rights the contracting parties may have against one another for damages caused by fire or other perils covered by insurance provided in accordance with Section 36, except such rights as they may have to the

proceeds of such insurance held by the CITY as trustee under Section 36. The CONTRACTOR will pay each Subcontractor a just share of any insurance moneys received by the CONTRACTOR under Section 36.

SECTION 8 - MATERIALS, EQUIPMENT AND LABOR: SUBSTITUTE MATERIAL OR EQUIPMENT

- 8.1 The CONTRACTOR will provide and pay for all materials, equipment, labor, transportation, construction equipment and machinery, tools, appliances, fuel, power, light, heat, telephone, water and sanitary facilities and all other facilities and incidentals necessary for the execution, testing, initial operation and completion of the Work.
- 8.2 All materials and equipment shall be new. If required by the CITY, the CONTRACTOR will furnish satisfactory evidence as to the kind and quality of materials and equipment.
- 8.3 If it is indicated in the Specifications that the CONTRACTOR may furnish or use a substitute that is equal to any material or equipment specified, and if the CONTRACTOR wishes to furnish or use a proposed substitute, he shall promptly after the award of the contract, make written application to the CITY for approval of such a substitute certifying in writing that the proposed substitute will perform adequately the duties imposed by the general design, be similar and of equal substance to that specified and be suited to the same use and capable of performing the same function as that specified. No substitute shall be ordered or installed without the written approval of the CITY who shall be the judge of equality.
- 8.4 All materials and equipment shall be applied, installed, connected, erected, used, cleaned and conditioned in accordance with the instructions of the applicable manufacturer, fabricator or processors, except as otherwise specifically provided in the Contract Documents.

SECTION 9 - PATENT FEES AND ROYALTIES

- 9.1 The CONTRACTOR shall pay all license fees and royalties and assume all costs incident to the use of any invention, design, process or device which is the subject of patent rights or copyrights held by others. He will indemnify and hold harmless the CITY and anyone directly or indirectly employed by either of them from and against all claims, damages, losses and expenses (including attorney's fees) arising out of any infringement of such rights during or after completion of the Work, and shall defend all such claims in connection with any alleged infringement of such rights.

SECTION 10 - PERMITS, LAWS, TAXES AND REGULATIONS

- 10.1 The CONTRACTOR will secure and pay for all construction permits and licenses and will pay all governmental and public utility charges and inspection fees necessary for the prosecution of the Work.
- 10.2 The CONTRACTOR will give all notices and comply with all laws, ordinances, rules and regulations applicable to the Work. If the CONTRACTOR observes that the Specifications or Plans are at variance therewith, he will give the CITY prompt written notice thereof, and any necessary changes shall be adjusted by an appropriate Modification. If the CONTRACTOR performs any Work knowing it to be contrary to such laws, ordinances, rules and regulations, and without such notice to the CITY, he will bear all costs arising therefrom.
- 10.3 The CONTRACTOR will pay all State Sales, Use and other Taxes that are lawfully assessed against the CONTRACTOR on materials and equipment to be incorporated in the Work.
- 10.4 In the event that the Work involved with this contract specifies that the CITY will furnish certain materials

that are to be installed by the CONTRACTOR, the CONTRACTOR shall be responsible for payment of any State of Michigan User Tax for such materials. The original cost of such materials shall be used as the basis for computing the User Tax based upon current State of Michigan rates. The CITY will provide such cost information during the bidding phase of the project and will include an allowance in the bid Proposal for the full amount of User Tax for CITY furnished materials. When the costs of any CITY furnished materials are not known during the bidding phase of the project, the CITY will issue a Change Order to the CONTRACTOR to include the amount of such specific User Tax as required based upon the costs of materials, when such costs are subsequently determined. In any event, the CONTRACTOR will be responsible for the payment of the User Tax to the State of Michigan and documentation of the CONTRACTOR'S payment of the User Tax shall be furnished to the CITY.

SECTION 11 - AVAILABILITY OF LANDS: PHYSICAL AND SUBSURFACE CONDITIONS: REFERENCE POINTS

- 11.1 The CITY shall endeavor to provide as indicated in the Contract Documents, not later than the date when needed by the CONTRACTOR, the land upon which the Work is to be done, rights of way for access thereto, and such other lands which are designated for the use of the CONTRACTOR. Easements for permanent structures or permanent changes in existing facilities will be secured and paid for by the CITY unless otherwise specified in the Contract Documents. If the CONTRACTOR believes that any delay in the CITY'S furnishing these lands or providing such easements entitles him to an extension of the Contract Time, he may make a claim therefore as provided in Section 23. The CONTRACTOR will provide all additional lands and access thereto that may be required for temporary construction facilities or storage of material and equipment. The CONTRACTOR shall confine his operations, equipment and material to lands on which the CITY or the CONTRACTOR has secured the right to perform the Work. Trespassing on private property shall be the sole responsibility of the CONTRACTOR.
- 11.2 The CITY will, upon request, furnish to the CONTRACTOR copies of all available boundary surveys and subsurface tests.
- 11.3 Any soil borings, if taken, are located as indicated on the plans and Test Boring Reports, for general informational purposes only are included under "Test Boring Reports". These Test Boring Reports shall not relieve the CONTRACTOR of his responsibility in investigating all local conditions affecting the work. The CONTRACTOR shall obtain such additional information as he deems necessary before bidding, as no claims for extra work or damage will be considered if it is found during construction that the actual soil or material conditions vary from those shown on the plans or in the Test Boring Reports.
- 11.4 The CITY will establish such general reference points as in its judgment will enable the CONTRACTOR to proceed with the Work. The CONTRACTOR will be responsible for the layout of the Work and will protect and preserve the established reference points and will make no changes or relocations without the prior written approval of the CITY. He will report to the CITY whenever any reference point is lost or destroyed or requires relocations because of necessary changes in grades or locations. The CONTRACTOR will replace and accurately relocate all reference points so lost, destroyed or moved.
- 11.5 All elevations shown on the Plans or referred to herein are in feet above mean sea level datum as established by the United States Geological Survey, unless otherwise noted. The CONTRACTOR shall verify all the existing structure locations and elevations at points of connection or possible interference between his work and the existing structures and shall report at once to the CITY any interferences or discrepancies discovered.

SECTION 12 - USE OF PREMISES

- 12.1 The CONTRACTOR will confine his equipment, the storage of materials and equipment, and the operations of his workmen to areas permitted by law, ordinances, permits, or the requirements of the Contract Documents, and shall not unreasonably encumber the premises with materials or equipment.
- 12.2 The CONTRACTOR will not load nor permit any part of the structure to be loaded with weights that will endanger the structure, nor will he subject any part of the Work to stresses or pressures that will endanger it.
- 12.3 The CONTRACTOR shall use every reasonable precaution to prevent injury to the new structures being constructed hereunder. He shall be responsible for the correction of all injury or damage resulting from his operations and/or occurring while the Project is under his supervisory control. He shall furnish and install such guards, coverings and other protection as may be needed to insure that the structures remain undamaged prior to completion of the entire Project. In the event damage does occur to the finished portions of the Project, or to the work in progress, the CONTRACTOR shall take such corrective action and measures as may be necessary to repair the damage to the satisfaction of the CITY.
- 12.4 The CONTRACTOR shall be solely responsible for any damage to any existing underground services, utilities, or structures, or to structures, utilities and roadways above the ground caused by his operations or those of his Subcontractors and/or suppliers.

SECTION 13 - CITY'S STATUS DURING CONSTRUCTION

- 13.1 The CITY shall be the representative during the construction period. All instructions of the CITY to the CONTRACTOR shall be issued through the CITY'S REPRESENTATIVE. The duties and responsibilities and the limitations of authority of CITY during construction are set forth in Sections 1 through 42 of these General Conditions.
- 13.2 The CITY'S REPRESENTATIVE will make periodic or infrequent visits to the site to observe the progress and quality of the executed Work and to determine, in general, if the Work is proceeding in accordance with the Contract Documents. He will not be required to make exhaustive or continuous on-site inspections to check the quality or quantity of the Work nor will he be responsible for the construction means, methods, techniques, sequences or procedures, or the safety precautions incident thereto. His efforts will be directed toward providing assurance for the CITY OF SAULT STE. MARIE that the completed Project will conform to the requirements of the Contract Documents, but he will not be responsible for the CONTRACTOR'S failure to perform the Work in accordance with the Contract Documents. On the basis of his on-site observations as an experienced and qualified design professional, he will keep informed of the progress of the Work and will endeavor to guard against defects and deficiencies in the Work of contractors.
- 13.3 The CITY'S REPRESENTATIVE will have authority to disapprove of or reject Work which is defective; i.e., it is unsatisfactory, faulty or defective, or does not conform to the requirements of the Contract Documents or does not meet the requirements of the Contract Documents or does not meet the requirements of any inspection, test or approval referred to in Section 16. He will also have authority to require special inspection or testing of the Work as provided in Section 19, whether or not the Work is fabricated, installed or completed.
- 13.4 The CITY'S REPRESENTATIVE shall have permissive authority over the work which is proposed to be done during the winter months. The CONTRACTOR shall provide adequate weather protection, temporary heating and take any other measures which are necessary to insure that the work performed during the

winter months is properly installed and protected against damage from freezing. When and if temporary heating is used, the CONTRACTOR shall take every precaution to insure that the hazard of fire is reduced to a minimum, and the CONTRACTOR shall bear full responsibility for any damage which may result from the use of temporary heating devices.

- 13.5 Neither the CITY REPRESENTATIVE'S authority to act under this Section 13 nor any decision made by him in good faith either to exercise or not exercise such authority shall give rise to any duty or responsibility of the CITY to the CONTRACTOR, any Subcontractor, any of their agents or employees or any other person performing any of the Work.

SECTION 14 - CITY'S INTERPRETATIONS AND DECISIONS

- 14.1 The CITY REPRESENTATIVE will issue with reasonable promptness such written clarifications or interpretations (in the form of plans or otherwise) as he may determine necessary for the proper execution of the Work, such clarifications and interpretations to be consistent with or reasonably inferable from the overall intent of the Contract Documents. If the CONTRACTOR believes that a written clarification and interpretation entitles him to an increase in the Contract Price, he may make a claim therefore as provided in Section 21.
- 14.2 The CITY REPRESENTATIVE will be the initial interpreter of the terms and conditions of the Contract Documents and the judge of the performance thereunder. In his capacity as interpreter and judge he will exercise his best efforts to insure faithful performance by the CONTRACTOR. He shall not be liable for the result of any interpretation or decision rendered in good faith. Claims, disputes and other matters relating to the execution and progress of the Work or the interpretation of or performance under the Contract Documents shall be referred to the CITY'S REPRESENTATIVE for decision, which he shall render in writing within a reasonable time.
- 14.3 Either the CITY or CONTRACTOR may demand arbitration with respect to any such claim, dispute or other matter that has been referred to the CITY, except any which may have been waived by the making or acceptance of final payment as provided in Section 31. Such arbitration to be in accordance with Section 42. However, no request for arbitration of any such claim, dispute or other matter shall be made until either (a) the date on which the CITY has rendered its decision or (b) the 10th day after the parties have presented their evidence to the CITY if it has not rendered its written decision before that date, whichever should occur first. No request for arbitration shall be made later than thirty (30) days after the date on which the CITY rendered its written decision in respect of the claim, dispute or other matter as to which arbitration is sought; and the failure to request arbitration within said thirty (30) days' period shall result in the CITY'S decision being final and binding upon the CITY and CONTRACTOR. If the CITY renders a decision after arbitration proceedings have been initiated, such decision may be entered as evidence but shall not supersede the arbitration proceedings, except where the decision is acceptable to the parties concerned.

SECTION 15 - SHOP DRAWINGS AND SAMPLES

- 15.1 The CONTRACTOR shall submit to the CITY for review, all required shop drawings with such promptness as to cause no delay in the Work under this contract. After checking and verifying all field measurements, the CONTRACTOR will submit to the CITY for review, in accordance with the accepted schedule of Shop Drawing submissions, five (5) copies (or at the CITY'S option, one reproducible copy) of all Shop Drawings, which shall have been checked by and stamped with the approval of the CONTRACTOR and identified as the CITY may require. The data shown on the Shop Drawings will be complete with respect to dimensions, design criteria, materials of construction, brochures, layout and installation drawings, manufacturer, pertinent catalog numbers and the use for which intended and the like to enable the CITY to review the

information as required.

- 15.2 The CONTRACTOR will also submit to the CITY for review, with such promptness as to cause no delay in Work, all samples required by the Contract Documents. All samples will have been checked by and stamped with the approval of the CONTRACTOR, identified clearly as to material, manufacturer, and pertinent catalog numbers and the use for which intended.
- 15.3 At the time of each submission, the CONTRACTOR will in writing call the CITY'S attention to any deviations that the Shop Drawings or sample may have from the requirements of the Contract Documents.
- 15.4 The CITY will review with reasonable promptness Shop Drawings and samples, but its review shall be only for conformance with the design concept of the Project and for compliance with the information given in the Contract Documents. The review of a separate item as such will not indicate approval of the assembly in which the item functions. The CONTRACTOR will make any corrections required by the CITY and will return the required number of corrected copies of Shop Drawings and resubmit new samples. The CONTRACTOR shall direct specific attention in writing or on resubmitted Shop Drawings to revisions other than the corrections called for by the CITY on previous submissions.
- 15.5 No work requiring a Shop Drawing or sample submission shall be commenced until the submission has been reviewed by the CITY.
- 15.6 The CITY'S review of Shop Drawings or samples shall not relieve the CONTRACTOR from his responsibility for any deviations from the requirements of the Contract Documents unless the CONTRACTOR has in writing called the CITY'S attention to such deviations at the time of submission and the CITY has given written approval to the specific deviations, nor shall any review by the CITY relieve the CONTRACTOR from responsibility for errors or omissions in the Shop Drawings.

SECTION 16 - TESTS AND INSPECTIONS

- 16.1 If the Contract Documents, laws, ordinances, rules, regulations or orders of any public authority having jurisdiction require any Work to specifically be inspected, tested, or approved by someone other than the CONTRACTOR, the CONTRACTOR will give the CITY timely notice of readiness therefore. The CONTRACTOR will furnish the CITY the required certificates of inspection, testing or approval. All such tests will be in accordance with the methods prescribed by the American Society for Testing and Materials or such other applicable organization as may be required by law or the Contract Documents. If any such Work required so to be inspected, tested or approved is covered up without written approval or consent of the CITY, it must, if directed by the CITY, be uncovered for observation at the CONTRACTOR'S EXPENSE. The cost of all such inspections, tests and approvals shall be borne by the CONTRACTOR unless otherwise provided.
- 16.2 Any work which fails to meet the requirements of any such test, inspection or approval and any Work which meets the requirements of any such test or approval but does not meet the requirements of the Contract Documents shall be considered defective. Such defective Work may be rejected, corrected or accepted as provided for in Section 25.
- 16.3 Neither observations by the CITY nor inspections, tests, or approvals by persons other than the CONTRACTOR shall relieve the CONTRACTOR from his obligations to perform the Work in accordance with the requirements of the Contract Documents.

SECTION 17 - CONTRACTOR'S SUPERVISION AND SUPERINTENDENCE

- 17.1 The CONTRACTOR shall supervise and direct the Work efficiently and with his best skill and attention. He will be solely responsible for the means, methods, techniques, sequences and procedures of construction. Before undertaking the Work he will carefully study and compare the Contract Documents. He will at once report in writing to the CITY any conflict, error or discrepancy which he may discover. The CONTRACTOR will be responsible to see that the finished Work complies accurately with the Contract Documents.
- 17.2 The CONTRACTOR will keep on the Work at all times during its progress a resident superintendent satisfactory to the CITY. The superintendent shall not be replaced without the consent of the CITY except under extraordinary circumstances. The superintendent will be the CONTRACTOR'S representative at the site and shall have authority to act on behalf of the CONTRACTOR. All communications given to the superintendent shall be as binding as if given to the CONTRACTOR.
- 17.3 The CONTRACTOR shall provide competent, suitably qualified personnel to survey and lay out the work and to perform construction as required by the Contract Documents. He will, at all times, maintain discipline and order among his employees and workmanlike conditions at the site.
- 17.4 The CITY will not be responsible for the acts or omissions of the CONTRACTOR, or any Subcontractors, or any of his or their agents or employees, or any other persons performing any of the Work.

SECTION 18 - SAFETY AND PROTECTION: EMERGENCIES

- 18.1 The CONTRACTOR shall be responsible for initiating, maintaining, and supervising all safety precautions and programs in connection with the Work. This is to include all signing, barricades and safety devices related to this Project at the CONTRACTOR'S expense. He will take all necessary precautions for the safety of, and will provide the necessary protection to prevent damage, injury or loss to:
- a) All employees on the Work and other person(s) who may be affected thereby,
 - b) All the Work and all materials or equipment to be incorporated therein, whether in storage on or off the site, and
 - c) Other property at the site or adjacent thereto, including trees, shrubs, lawns, walks, pavements, roadways, structures, and utilities not designated for removal, relocation or replacement in the course of construction.
- 18.2 The CONTRACTOR shall comply with all applicable laws, ordinances, rules, regulations and orders of any public body having jurisdiction for the safety of persons or property or to protect them from damage, injury, or loss. The CONTRACTOR will erect and maintain, at his own expense, as required by the conditions and progress of the Work, all necessary safeguards for safety and protection, including posting danger signs and other warnings against hazards and promulgating safety regulations. He will notify owners of adjacent utilities when prosecution of the work may affect them. When the use of storage of explosives or other hazardous materials is necessary for the prosecution of the Work, the CONTRACTOR will exercise the utmost care and will carry on such activities under the supervision of properly qualified personnel. All damage, injury or loss to any property referred to in Section 18 caused, directly or indirectly, in whole or in part, by the CONTRACTOR, any Subcontractor of anyone directly or indirectly employed by any of them or anyone for whose acts any of them may be liable, will be remedied by the CONTRACTOR.
- 18.3 The CONTRACTOR will designate a responsible member of his organization at the site whose duty shall be the prevention of accidents. This person shall be the CONTRACTOR'S superintendent unless otherwise designated in writing by the CONTRACTOR to the CITY.
- 18.4 In emergencies affecting the safety of persons or the Work or property at the site or adjacent thereto, the CONTRACTOR, without special instruction or authorization from the CITY is obligated to act, at his

discretion to prevent threatened damage, injury or loss. If at any time, the CONTRACTOR or his authorized representative cannot be contacted to correct an emergency or deficiency affecting the safety of persons or the Work or property at the site or adjacent thereto, the CITY shall correct the emergency or deficiency and charge the costs incurred thereto against the CONTRACTOR. He will give the CITY prompt written notice of any significant changes in the Work or deviations from the Contract Documents caused thereby, and a Change Order shall thereupon be issued covering the changes and deviations involved. If the CONTRACTOR believes that additional work done by him in an emergency which arose from causes beyond his control entitles him to an increase in the Contract Price or an extension of the Contract Time, he may make a claim therefore as provided in Sections 21 and 23.

SECTION 19 - ACCESS TO THE WORK: UNCOVERING FINISHED WORK

- 19.1 The CITY and his representatives will at all times have access to the Work. The CONTRACTOR will provide proper facilities for such access and observations of the Work and also for any inspection, or testing thereof by others.
- 19.2 If any Work is covered contrary to the request of the CITY, it must, if requested by the CITY, be uncovered for its observation and replaced at the CONTRACTOR'S expense.
- 19.3 If any Work has been covered which the CITY has not specifically requested to observe prior to its being covered, or if the CITY considers it necessary or advisable that covered work be inspected or tested by others, the CONTRACTOR, at the CITY'S request, will uncover, expose or otherwise make available for observation, inspection or testing as the CITY may require, that portion of the Work in question, furnishing all necessary labor, material and equipment. If it is found that such Work is defective or does not meet the requirements of the Contract Documents, the CONTRACTOR will bear all the expenses of such uncovering, exposure, observation, inspection and testing and of satisfactory reconstruction, including compensation for additional professional services, and an appropriate Change Order shall be issued deducting all such costs from the Contract Price. If, however, such work is found to be non-defective and meet the requirements of the Contract Documents, the CONTRACTOR will be allowed an increase in the Contract Price or extension of the Contract Time directly attributable to such uncovering, exposure, observation, inspection and testing if he makes a claim therefore as provided in Sections 21 and 23.

SECTION 20 - CHANGES IN THE WORK

- 20.1 Without invalidating the Agreement, the CITY may, at any time or from time to time, order additions, deletions or revisions in the Work; these will be authorized by Change Orders. Upon receipt of a Change Order, the CONTRACTOR will proceed with the Work involved. All such work shall be executed under the applicable conditions of the Contract Documents. If any Change Order causes an increase or decrease in the Contract Price or an extension or shortening of the Contract Time, and equitable adjustment will be made as provided in Sections 21 or 23. The CITY reserves the right to decrease the contract quantities up to twenty five percent (25%) without penalty. The CITY may authorize minor changes or alterations in the Work not involving extra cost and not inconsistent with the overall intent of the Contract Documents. These may be accomplished by a Field Order. If the CONTRACTOR believes that any minor change or alteration authorized by the CITY entitles him to an increase in the Contract Price, he may make a claim therefore as provided in Section 21.
- 20.2 Additional work performed by the CONTRACTOR without authorization of a Change Order will not entitle him to an increase in the Contract Price or an extension of the Contract Time, except in the case of an emergency as provided in Section 18 and except as provided in Sections 16, 19, and 20.
- 20.3 The CITY reserves final approval authority on any Change Order prepared covering changes in the Work to

be performed as provided in Section 11 and Work performed in an emergency as provided for in Section 18 and any other claim of the CONTRACTOR for a change in the Contract Time or the Contract Price.

- 20.4 It is the CONTRACTOR'S responsibility to notify his surety of any changes affecting the general scope of the Work or change in the Contract Price and the amount of the applicable Bonds shall be adjusted accordingly. The CONTRACTOR will furnish proof of such adjustment to the CITY.

SECTION 21 - DISPUTED CLAIMS FOR EXTRA COMPENSATION

- 21.1 Any and all claims for extra compensation, whether on behalf of the CONTRACTOR or SUBCONTRACTOR, shall be signed and made directly by the CONTRACTOR. Failure of the CONTRACTOR to file a claim within the following time frames and according to both the CITY's written claim procedures in effect at the time that the CONTRACTOR files the claim and the following process shall constitute waiver of the claim regardless of whether it can be proven that the CITY was prejudiced. When the CONTRACTOR claims extra compensation, which is disputed by the ENGINEER, the following process applies:

- 1) Notice of Claim. All notices of intent to file a claim for extra compensation shall be signed by the CONTRACTOR. If the CONTRACTOR intends to seek extra compensation for any reason not specifically covered elsewhere in the contract, the time requirements for notification shall be as follows:

1. The CONTRACTOR shall notify the ENGINEER in writing before beginning the work or upon or encountering a circumstance on which the CONTRACTOR intends to base a claim.
2. The CONTRACTOR shall notify the ENGINEER in writing within two business days after the commencement of a delay, for which the CONTRACTOR intends to seek compensation. Failure of the CONTRACTOR to give written notification will constitute a waiver of the claim for extra compensation except to the extent that claims are both substantiated by records created by the CITY as to liability and amount, and are for extra costs that were unforeseeable. The determination of extra compensation made by the CITY'S claims process, where the CONTRACTOR has failed to give proper written notice of its claim for extra compensation as provided herein or has failed to afford the ENGINEER proper information for keeping strict account of actual costs, shall be final and binding on the CONTRACTOR.

Neither the refusal of the CONTRACTOR to sign a written Contract Modification or Work Order, nor the CONTRACTOR'S signing a Contract Modification or Work Order under protest, shall constitute the notice required.

- 2) Keeping Records. If a CONTRACTOR files a notice of intent to file a claim, the CONTRACTOR shall keep accurate records of all costs of the work or delay and shall afford the ENGINEER all needed information for keeping costs of the work or delay that is the subject matter of the claim. The CONTRACTOR and ENGINEER shall compare records and bring them into agreement at the end of each day.
- 3) Validity of Claim. The validity of a claim shall not be established either by the filing of notice of intent to file a claim by a CONTRACTOR or the keeping of the cost records by the ENGINEER.
- 4) Timing for Filing of Claim. In addition to filing a timely notice of intent to file a claim, the CONTRACTOR shall file with the ENGINEER every claim for extra compensation within the following time frames (whichever comes first):

1. No later than 90 days after the work involved in the claim is completed, or the delay, loss of efficiency, loss of productivity, or similar event is terminated; or
 2. No later than 60 days after the contract work is completed.
- 5) No extension of arbitration demand time. The time allowed for filing a claim shall not extend the time allowed for requesting arbitration of a dispute.
- 6) Content of the Claim. The CONTRACTOR'S claim shall include:
1. All facts which gave rise to the claim;
 2. A copy of the specific provisions of the contract which support the claim; and
 3. When practical, the dollar amount if the claim with an explanation of how the amount was calculated.

The ENGINEER will review timely filed claims pursuant to the CITY'S written claim procedures in effect at the time the claims are filed.

SECTION 22 - CHANGE OF CONTRACT PRICE

- 22.1 The Contract Price constitutes the total compensation payable to the CONTRACTOR for performing the Work. All duties, responsibilities and obligations assigned to or undertaken by the CONTRACTOR shall be at his expense without change in the Contract Price.
- 22.2 The Contract Price may only be changed by Change Order. If the CONTRACTOR shall claim compensation or extension of time for any losses, damages or delays sustained by reason of the acts of the CITY, or its agents or other causes he shall make a written statement of the nature of the loss, damage or delay sustained to the CITY under Section 21 of the General Conditions. At the time of delivery and as a part of the Application for Payment as hereinafter provided, the CONTRACTOR shall file with the CITY an itemized statement of the details and amount of loss, damage, or delay and unless these statements shall be made as thus required, the CONTRACTOR'S claim for compensation or extension of time shall be forfeited and invalidated, and he shall not be entitled to payment or extension of time on account of any such loss, damage, or delay. Any change resulting from any such claim shall be incorporated in a Change Order.
- 22.3 The value of any Work covered by a Change Order or of any claim for an increase or decrease in the Contract Price shall be determined in one of the following ways:
- a) Where the Work involved is covered by unit prices contained in the Contract Documents, by application of unit prices to the quantities of the items involved.
 - b) By mutual acceptance of a lump sum.
 - c) By cost and a mutually acceptable fixed amount for overhead and profit.
 - d) If none of the above methods is agreed upon, the value shall be determined on the basis of costs and a percentage for overhead and profit. Costs shall include only labor (payroll, payroll taxes, fringe benefits, workmen's compensation, etc.), materials, equipment and other incidentals directly related to the Work involved. The maximum percentage which shall be allowed for CONTRACTOR'S combined overhead and profit, shall be as follows:
 - e) For all such Work done by his own organization, the CONTRACTOR may add up to ten percent (10%) of his actual net increase in cost, and
 - f) For all such Work done by Subcontractors, each Subcontractor may add up to ten percent (10%) of his actual net increase in costs for combined overhead and profit and the CONTRACTOR may add up to five percent (5%) of the Subcontractor's total for his combined overhead and profit;

provided that no overhead or profit shall be allowed on costs incurred in connection with premiums for public liability insurance or other special insurance directly related to such Work.

- 22.4 In such case and also under paragraph 21c the CONTRACTOR will submit in form prescribed by the CITY an itemized cost breakdown together with supporting data.
- 22.5 The amount of credit to be allowed by the CONTRACTOR to the CITY for any such change which results in a net decrease in cost will be the amount of the actual net decrease as determined by the CITY. When both additions and credits are involved in any one change, the combined overhead and profit shall be figured on the basis of the net increase, if any. The CITY reserves the right to decrease the contract quantities up to ten percent (10%) without penalty.

SECTION 23 - CASH ALLOWANCES

- 23.1 The CONTRACTOR shall include in the Contract Price all allowances so named in the Contract Documents and shall cause the Work so covered to be done by such suppliers or Subcontractors and for such sums as the CITY may approve. Upon final payment the Contract Price shall be increased or decreased, as required and an appropriate Change Order issued for changes in the Contract Price to cover the difference in cost between the work provided in the allowance and the actual work performed. The CONTRACTOR agrees that the original Contract Price includes such sums as he deems proper for overhead and profit on account of cash allowances. No demand for additional overhead or profit in connection therewith will be allowed.

SECTION 24 - CHANGE OF THE CONTRACT TIME

- 24.1 The Contract Time may only be changed by a Change Order. If the CONTRACTOR is entitled by the Contract Documents to make a claim for an extension in the Contract Time, his claim shall be in writing delivered to the CITY within ten (10) days of the occurrence of the event giving rise to the claim. All claims for adjustment in the Contract Time shall be determined by the CITY. Any change in the Contract Time resulting from any such claim shall be incorporated in a Change Order.
- 24.2 The Contract Time will be extended in an amount equal to time lost due to delays beyond the control of the CONTRACTOR if he makes a claim therefore as provided in Section 23. Such delays shall include, but not be restricted to acts of neglect by any separate contractor employed by the CITY, fires, floods, labor disputes, epidemics, abnormal weather conditions, or acts of God.
- 24.3 All time limits stated in the Contract Documents are of the essence of the Agreement. The provisions of this Section 23 shall not exclude recovery for damages (including compensation for additional professional services) for delay by either party.

SECTION 25 - NEGLECTED WORK

- 25.1 If the CONTRACTOR should neglect to prosecute the Work in accordance with the Contract Documents, including any requirements of the progress schedule, the CITY after three (3) days' written notice to the CONTRACTOR may, without prejudice to any other remedy he may have, make good such deficiencies and the cost thereof (including compensation for additional professional services) shall be charged against the CONTRACTOR, in which case a Change Order shall be issued incorporating the necessary revisions in the Contract Documents including an appropriate reduction in the Contract Price. If the payments then or thereafter due the CONTRACTOR are not sufficient to cover such amount, the CONTRACTOR will pay the difference to the CITY.

SECTION 26 - WARRANTY AND GUARANTEE: CORRECTION, REMOVAL OR ACCEPTANCE OF DEFECTIVE WORK

- 26.1 The CONTRACTOR warrants and guarantees to the CITY that all materials and equipment will be new unless otherwise specified and that all work will be of good quality and free from faults or defects and in accordance with the requirements of the Contract Documents and of any inspections, tests or approvals referred to in Section 16. All unsatisfactory Work, all faulty or defective Work and all Work not conforming to the requirements of the Contract Documents or of such inspections, tests or approvals shall be considered defective. Prompt notice of all defects shall be given to the CONTRACTOR. All defective Work, whether or not in place, may be rejected.
- 26.2 If required by the CITY prior to approval of final payment, the CONTRACTOR will promptly, without cost to the CITY, either correct any defective Work, whether or not fabricated, installed or completed, or, if the Work has been rejected by the CITY, remove it from the site and replace it with non-defective Work. If the CONTRACTOR does not correct such defective Work or remove and replace such rejected Work within a reasonable time, all as required by written notice from the CITY, the CITY may have the deficiency corrected or the rejected Work removed and replaced. All direct or indirect costs of such correction or removal and replacement, including compensation for additional professional services shall be paid by the CONTRACTOR, and an appropriate Change Order shall be issued deducting all such costs from the Contract Price.
- 26.3 The CONTRACTOR will also bear the expenses of making good all work of others destroyed or damaged by his correction, removal or replacement of his defective Work.
- 26.4 If, after the approval of final payment and prior to the expiration of one year after the date of Substantial Completion or such longer period of time as may be prescribed by law or by the terms of any applicable special guarantee required by the Contract Documents, any Work is found to be defective the CONTRACTOR will, promptly without cost to the CITY and in accordance with the CITY'S written instructions, either correct such defective work, or, if it has been rejected by the CITY, remove it from the site and replace it with non-defective Work. If the CONTRACTOR does not promptly comply with the terms of such instructions, the CITY may have the defective Work corrected or the rejected Work removed and replaced, and all direct and indirect costs of such removal and replacement, including compensation for additional professional services, will be paid by the CONTRACTOR. If, instead of requiring correction or removal and replacement of defective Work, the CITY prefers to accept it, it may do so. In such case, if acceptance occurs prior to approval of final payment, a Change Order shall be issued incorporating the necessary revisions in the Contract Documents, including appropriate reduction in the Contract Price; or, if the acceptance occurs after approval in the Contract Price; or, if the acceptance occurs after approval of final payment, an appropriate amount shall be paid by the CONTRACTOR.

SECTION 27 - APPLICATIONS FOR PROGRESS PAYMENTS

- 27.1 At least ten (10) days prior to submitting the first Application for Payment, the CONTRACTOR will submit a schedule of values of the Work including quantities and unit prices, aggregating the Contract Price. This schedule shall be satisfactory in form and substance to the CITY and shall subdivide the Work into component parts in sufficient detail to serve as the basis for progress payments during construction. Upon approval of the schedule of values by the CITY, it shall be incorporated into the form of Application for Payment furnished by the CITY.
- 27.2 At least ten (10) days before each progress payment will be requested (but not more often than once a month), the CONTRACTOR will submit to the CITY for review the Application for Payment and Certificate of the CONTRACTOR filled out and signed by the CONTRACTOR covering the Work performed as of the date of the Application and supported by any such data as the CITY may reasonably require. Ten percent

(10%) of all Applications for Payment will be retained until final completion and acceptance of the Work. If Payment is requested on the basis of material and equipment not incorporated in the Work but delivered and suitably stored at the site or at the locations agreed to in writing, the Application for Payment shall also be accompanied by such supporting data satisfactory to the CITY as will establish the CITY'S title to the materials and equipment and protect its interest therein including applicable insurance.

- 27.3 The CONTRACTOR and CITY acknowledge that for certain public agency construction contracts Michigan Statutes (Act No. 524, Public Acts of 1980) require the payment of interest on retainage. The parties hereto agree however, to waive the requirements of Act No. 524 (MCLA 125.1561) if a contract is entered into between them to perform the construction improvements. In lieu of application of the Statute, the parties adopt the retainage terms and conditions contained in these contract General Conditions for their mutual convenience. The CITY agrees to pay and the CONTRACTOR agrees to accept the applicable sum as indicated in the following table as a stipulated interest on the retained amounts under the terms and conditions of this contract pursuant to the applicable Statute mentioned above. Such sums shall be paid at completion of the project and will be included in the last payment applicable to the project.

ORIGINAL CONTRACT AMOUNT	STIPULATED INTEREST ON RETAINAGE (\$)
\$ 0 to 99,999	50
100,000 to 249,999	100
250,000 to 499,999	150
500,000 to 749,999	250
750,000 to 999,999	400
1,000,000 and Over	Act No. 524 will apply

- 27.4 The CONTRACTOR warrants and guarantees that title to all Work, materials and equipment covered by an Application for Payment, whether incorporated in the Project or not, will have passed to the CITY prior to the making of the Application for Payment, free and clear of all liens, claims, security interests and encumbrances and that no Work, materials or equipment covered by an Application for Payment will have been acquired by the CONTRACTOR or by any other person performing the Work at the site or furnishing materials and equipment for the Project, subject to an agreement under which an interest therein or encumbrance thereon is retained by the seller or otherwise imposed by the CONTRACTOR or such other person.
- 27.5 The CITY will, within ten (10) days after receipt of each Application for Payment, either indicate in writing its recommendation for payment or return the Application to the CONTRACTOR indicating in writing its reasons for refusing to recommend payment. In the latter case, the CONTRACTOR may make the necessary corrections and resubmit the Application. The CITY will, within thirty (30) days of presentation to it of a CITY recommended Application for Payment, pay the CONTRACTOR the amount recommended.

SECTION 28 - RECOMMENDATION OF PAYMENTS

- 28.1 The CITY'S recommendation of any payment requested in an Application for Payment shall be based on the CITY'S on-site observations of the Work in Progress with an experienced and qualified design department and on its review of the Application for Payment and the supporting data, that the Work has

progressed to the point indicated; that, to the best of its knowledge, information and belief, the equality of the Work is in accordance with the Contract Documents (subject to an evaluation of the Work as a functioning Project upon Substantial Completion, to the results of any subsequent tests called for in the Contract Documents and any qualifications stated in its recommendation); and that the CONTRACTOR is entitled to payment of the amount approved. However, by recommending any such payment the CITY shall not thereby be deemed to have represented that it made exhaustive or continuous on-site inspections to check the quality or the quantity of the Work, or that it has reviewed the means, methods, techniques, sequences, and procedures of construction or that it has made any examination to ascertain how or for what purpose the CONTRACTOR has used the moneys paid or to be paid to him on account of the Contract Price.

- 28.2 The CITY'S recommendation of final payment shall constitute that the conditions precedent to the CONTRACTOR'S being entitled to final payment as set forth in Section 30 have been fulfilled.
- 28.3 The CITY may refuse the whole or any part of any payment, or, because of subsequently discovered evidence or the results of subsequent inspections or tests, nullify any such payment previously recommended, to such extent as may be necessary in its opinion to protect the CITY from loss because:
- a) The Work is defective,
 - b) Claims have been filed or there is reasonable evidence indicating the probably filing thereof,
 - c) The Contract Price has been reduced because of Modifications.
 - d) The CITY has been required to correct defective Work or complete the Work in accordance with Section 24, or
 - e) Unsatisfactory prosecution of the Work, including failure to clean up as required by Section 37.

SECTION 29 - SUBSTANTIAL COMPLETION

- 29.1 Prior to final payment, the CONTRACTOR may, in writing to the CITY, certify that the entire Project is substantially complete and request that the CITY issue a Certificate of Substantial Completion. Within a reasonable time thereafter, the CITY and CONTRACTOR will make an inspection of the Project to determine the status of completion. If the CITY does not consider the Project substantially complete, it will notify the CONTRACTOR in writing, giving its reasons therefore. If the CITY considers the Project substantially complete, it will prepare a tentative Certificate of Substantial Completion which shall fix the date of Substantial Completion and the responsibilities between the CITY and the CONTRACTOR for maintenance, heat and utilities. There shall be attached to the certificate a tentative list (PUNCH LIST) of items to be completed or corrected before final payment, and the certificate shall fix the time within which such items shall be completed or corrected, said time to be within the Contract Time.
- 29.2 The CITY shall have the right to exclude the CONTRACTOR from the Project after the date of Substantial Completion, but the CITY will allow the CONTRACTOR reasonable access to complete or correct items on the tentative list.

SECTION 30 - PARTIAL UTILIZATION

- 30.1 Prior to final payment, the CITY may request the CONTRACTOR in writing to permit it to use a specified part of the Project which it believes it may use without significant interference with construction of the other parts of the Project. If the CONTRACTOR agrees, he will certify to the CITY that said part of the Project is substantially complete and request the CITY to issue a certificate of Substantial Completion for that part of the Project. Within a reasonable time thereafter the CITY and the CONTRACTOR will make an inspection of that part of the Project to determine its status of completion. If the CITY does not consider that it is substantially complete, it will notify the CONTRACTOR in writing giving its reasons therefore. If the CITY considers that part of the Project to be substantially complete, it will execute and deliver to the

CONTRACTOR a certificate to that effect, fixing the date of Substantial Completion as to that part of the Project, attaching thereto a tentative list (PUNCH LIST) of items to be completed or corrected before final payment and fixing the responsibility between the CITY and CONTRACTOR for maintenance, heat and utilities as to that part of the Project.

- 30.2 The CITY shall have the right to exclude the CONTRACTOR from any part of the Project which the CITY has so certified to be substantially complete, but the CITY will allow the CONTRACTOR reasonable access to complete or correct items on the tentative list.

SECTION 31 - FINAL PAYMENT

- 31.1 Upon written notice from the CONTRACTOR that the project is complete, the CITY will make a final inspection with the CONTRACTOR and will notify the CONTRACTOR in writing of any particulars in which this inspection reveals that the Work is defective. The CONTRACTOR shall immediately make such corrections as are necessary to remedy such defects.
- 31.2 After the CONTRACTOR has completed any such corrections to the satisfaction of the CITY and delivered all maintenance and operating instructions, schedules, guarantees, bonds, certificates of inspection and other documents - all as required by the Contract Documents, he may make application for final payment following the procedure for progress payments. The final Application for Payment shall be accompanied by such supporting data as the CITY may require, together with complete and legally effective releases or waivers (satisfactory to the CITY) of all claims arising out of the Contract Documents and the labor and services performed and the material and equipment furnished thereunder. In lieu thereof and as approved by the CITY, the CONTRACTOR may furnish receipts or releases in full; an affidavit of the CONTRACTOR that the releases and receipts include all labor, services, material and equipment for which a claim could be filed, and that all payrolls, material and equipment bills, and other indebtedness connected with the Work for which the CITY or its property might in any way be responsible, have been paid or otherwise satisfied; and consent of the surety, if any, to final payment. If the Subcontractor or supplier fails to furnish a release or receipt in full, the CONTRACTOR may furnish a bond satisfactory to the CITY to indemnify it against claims.
- 31.3 If, on the basis of its observation and review of the Work during construction, its final inspection and its review of the final Application for Payment - all as required by the Contract Documents, the CITY is satisfied that the Work has been completed and the CONTRACTOR has fulfilled all of his obligations under the Contract Documents, it will, within ten (10) days after receipt of the final Application for Payment, indicate in writing its recommendation of payment. Otherwise, it will return the Application to the CONTRACTOR, indicating in writing its reasons for refusing to recommend final payment, in which case the CONTRACTOR will make the necessary corrections and resubmit the Application. The CITY will, within thirty (30) days of presentation to it of a CITY recommended final Application for Payment, pay the CONTRACTOR the amount recommended.
- 31.4 If after Substantial Completion of the Work final completion thereof is materially delayed through no fault of the CONTRACTOR, and the CITY so confirms, the CITY shall, and without terminating the Agreement, make payment of the balance due for that portion of the Work fully completed and accepted. If the remaining balance for work not fully completed or corrected is less than the retainage stipulated, and if Bonds have been furnished as required in Section 33, the written consent of the surety to the payment of the balance due for that portion of the Work fully completed and accepted shall be submitted by the CONTRACTOR to the CITY prior to certification of such payment. Such payment shall be made under the terms and conditions governing final payment, except that it shall not constitute a waiver of claims.

SECTION 32 - WAIVERS OF CLAIMS AND CONTINUING OBLIGATIONS

- 32.1 The CONTRACTOR'S obligations to perform the Work and complete the Project in accordance with the Contract Documents shall be an absolute. Neither recommendation of any progress or final payment by the CITY, nor the issuance of a certificate of Substantial Completion, nor any payment by the CITY to the CONTRACTOR under the Contract Documents nor any use or occupancy of the Project or any part thereof by the CITY, nor any act of acceptance by the CITY nor any failure to do so, nor any correction of faulty or defective work by the CITY shall constitute an acceptance of Work not in accordance with the Contract Documents.
- 32.2 The making and acceptance of final payment shall constitute:
- a) A waiver of all claims by the CITY against the CONTRACTOR other than those arising from unsettled claims for labor or materials furnished in the Project, for faulty or defective work appearing after Final Payment or from failure to comply with the requirements of the Contract Documents or the terms of any special guarantees specified therein. Neither Final Payment or partial or entire occupancy of the premises by the CITY shall relieve the CONTRACTOR of negligence or faulty materials or workmanship and upon written notice he shall repair any defects or deficiencies due thereto and pay for any damages due to other work resulting therefrom which shall appear within one year after Substantial Completion and acceptance.
 - b) A waiver of all claims by the CONTRACTOR against the CITY other than those previously made in writing and still unsettled.

SECTION 33 - INDEMNIFICATION

- 33.1 The CONTRACTOR shall indemnify and hold harmless the CITY and its agents and employees from and against all claims, damages, losses and expenses including attorney's fees arising out of or resulting from the performance of the Work, provided that any such claim, damage, loss or expense (a) is attributable to bodily injury, sickness, disease or death, or to injury to or destruction of tangible property (other than the Work itself) including the loss of use resulting therefrom and (b) is caused in whole or in part by any negligent act or omission of the CONTRACTOR, any Subcontractor, anyone directly or indirectly employed by any of them or anyone for whose acts any of them may be liable, regardless of whether or not it is caused in part by a party indemnified hereunder.
- 33.2 If any and all claims against the CITY or any of its agents or employees by any employee of the CONTRACTOR, and Subcontractor, anyone directly or indirectly employed by any of them or anyone for whose acts any of them may be liable, the indemnification obligation under this Section 32 shall not be limited in any way by any limitation in the amount or type of damages, compensation or benefits payable by or for the CONTRACTOR or any Subcontractor under workman's compensation acts, disability benefit acts or other employee benefit acts.

SECTION 34 - CONTRACT BONDS

- 34.1 The CONTRACTOR will furnish performance and payment Bonds as security for the faithful performance and payment of all his obligations under the Contract Documents. These Bonds shall be in amounts at least equal to the Contract Price and in such form and with such sureties as are acceptable to the CITY. Prior to execution of the Contract Documents the CITY may require the CONTRACTOR to furnish such other Bonds, in such form and with such sureties as it may require. If such Bonds are required by written instructions given prior to opening of Bids, the premiums shall be paid by the CONTRACTOR; if subsequent thereto, they shall be paid by the CITY. Bonds required as specified in the Information For Bidders will not be paid for as a contract item.

SECTION 35 - CONTRACTOR'S LIABILITY INSURANCE

- 35.1 The CONTRACTOR shall not commence work under this Contract until he has obtained all the insurance required under this Section and such insurance has been approved by the CITY, nor shall the CONTRACTOR allow any Subcontractor to commence work on his subcontract until all similar insurance required of the Subcontractor has been so obtained and approved.
- 35.2 The CONTRACTOR shall procure and shall maintain during the life of this Contract Workmen's compensation Insurance for all of his employees to be engaged in Work on the Project under this Contract. In case such work is sublet, the CONTRACTOR shall require the Subcontractor similarly to provide insurance for all of the latter's employees to be engaged in such work unless such employees are covered by the protection afforded by the CONTRACTOR'S Workman's Compensation Insurance. In case any class of employees engaged in hazardous work on the Project under this Contract is not protected under the Workmen's Compensation statute, the CONTRACTOR shall provide and shall cause each Subcontractor to provide adequate insurance for the protection of such of his employees not otherwise protected.
- 35.3 The CONTRACTOR shall procure and shall maintain during the life of this Contract, Insurance coverages as specified in Section I-1 of the Bid Documents.
- 35.4 The CONTRACTOR shall either (a) require each of his Subcontractors to procure and to maintain during the life of his Subcontract, Subcontractor's Public Liability Property Damage and Vehicle Liability Insurance of the type and amount specified in the above paragraphs of this Section hereof or, (b) insure the activities of his Subcontractors in his policy, specified in the above paragraphs of this Section hereof.
- 35.5 The insurance required under the above paragraphs of this section hereof shall provide adequate protection for the CITY against damage claims which may arise from operations under this Contract, whether such operations be by the insured or by anyone directly or indirectly employed by him. This paragraph is construed to require the procurement of CONTRACTOR'S protective insurance (or Contingent Public Liability and Property Damage Policies) by a CONTRACTOR, whose Subcontractor has employees working on the Project, unless the General Public Liability and Property Damage Policy (or rider attached thereto) of the CONTRACTOR provides adequate protection against claims arising from operations by anyone indirectly employed by him.

SECTION 36 - CITY'S LIABILITY COVERAGE

- 36.1 The CONTRACTOR shall procure, as a rider on his liability insurances, additional coverage to protect the CITY against claims which may arise from operations under the Contract Documents.

SECTION 37 - PROPERTY INSURANCE

- 37.1 Unless otherwise provided, the CONTRACTOR will purchase and maintain property insurance upon the Project to the full insurable value thereof. The insurance shall include the interests of the CITY, the CONTRACTOR and Subcontractors, in the Work and shall insure against the perils of Fire, Extended Coverage, Vandalism and Malicious Mischief.
- 37.2 The CITY upon notification from the CONTRACTOR that such facilities are operative, purchase and maintain such steam boiler and machinery insurance as may be required by the Contract Documents or by law. This insurance shall include the interest of the CITY, the CONTRACTOR and Subcontractors in the Work.
- 37.3 Any insured loss under the policies of insurance required by Section 36, is to be adjusted with the CITY

and made payable to the CITY as trustee for the insureds, as their interests may appear, subject to the requirements of any applicable mortgage clauses.

- 37.4 The CONTRACTOR will file a copy of all policies with the CITY before an exposure to loss may occur.
- 37.5 If the CITY requests in writing that other special insurance be included in the property insurance policy, the CONTRACTOR will, if possible, include such insurance, and the cost thereof shall be charged to the CITY by appropriate Change Order.
- 37.6 The CITY and CONTRACTOR waive all rights against each other for damages caused by fire or other perils to the extent covered by insurance provided under this Section 36, except such rights as they may have to the proceeds of such insurance held by the CITY as trustee. The CONTRACTOR shall require similar waivers by Subcontractors in accordance with Section 7.
- 37.7 The CITY as trustee will have power to adjust and settle any loss with the insurers.

SECTION 38 - CLEANING UP

- 38.1 The CONTRACTOR will keep the premises free from accumulations of waste materials, rubbish and other debris resulting from the Work and at the completion of the Work he will remove all his materials, rubbish and debris from and about the premises as well as all tools, construction equipment and machinery, and surplus materials, and will leave the site clean and ready for occupancy by the CITY. The CONTRACTOR will restore to their original condition those portions of the site not designated for alteration by the Contract Documents.

SECTION 39 - CITY'S RIGHT TO STOP OR SUSPEND WORK

- 39.1 If the Work is defective, or the CONTRACTOR fails to supply sufficient skilled workmen, or suitable materials or equipment, or if the CONTRACTOR fails to make prompt payments to the Subcontractors, or for labor, materials or equipment, the CITY may order the CONTRACTOR to stop the Work, or any portion thereof, until the cause for such order has been eliminated.
- 39.2 The CITY may, at any time and without cause, suspend the work or any portion thereof for a period of not more than ninety (90) days by notice in writing to the CONTRACTOR which shall fix the date on which Work shall be resumed. The CONTRACTOR will resume the Work on the date so fixed. The CONTRACTOR may be allowed an increase in the Contract Price or an extension of the Contract Time directly attributable to any suspension making a claim therefore as provided in Section 21 and 23.

SECTION 40 - CITY'S RIGHT TO TERMINATE

- 40.1 If the CONTRACTOR is adjudged a bankrupt or insolvent, or if he makes a general assignment for the benefit of his creditors, or if a trustee or receiver is appointed for the CONTRACTOR or for any of his property, or if he files a petition to take advantage of any debtors' act, or to reorganize under the bankruptcy or similar laws, or if he repeatedly fails to supply sufficient skilled workmen or suitable materials or equipment, or if he repeatedly fails to make prompt payments to Subcontractors, or for labor, materials, or equipment or if he disregards laws, ordinances, rules, regulations or orders of any public body having jurisdiction, or if he disregards the authority of the CITY, or if he otherwise violates any provision of the Contract Documents, then the CITY may, without prejudice to any other right or remedy and after giving the CONTRACTOR and his surety seven (7) days' written notice, terminate the services of the CONTRACTOR and take possession of the Project and of all materials, equipment, tools, construction equipment and machinery thereon owned by the CONTRACTOR, and finish the Work by whatever method it may deem

expedient. In such case the CONTRACTOR shall not be entitled to receive any further payment until the Work is finished. If the unpaid balance of the Contract Price exceeds the direct and indirect costs of completing the Project, including compensation for additional professional services, such excess shall be paid to the CONTRACTOR. If such costs exceed such unpaid balance, the CONTRACTOR will pay the difference to the CITY. Such costs incurred by the CITY will be determined and incorporated into a Change Order.

- 40.2 Where the CONTRACTOR'S services have been so terminated by the CITY, said termination shall not affect any rights of the CITY against the CONTRACTOR then existing or which may thereafter accrue. Any retention or payment of moneys by the CITY due the CONTRACTOR will not release the CONTRACTOR from liability.
- 40.3 Upon seven (7) days' written notice to the CONTRACTOR the CITY may, without cause and without prejudice to any other right or remedy, elect to abandon the Project and terminate the Agreement. In such case, the CONTRACTOR shall be paid for all work executed and any expense sustained plus a reasonable profit.

SECTION 41 - CONTRACTOR'S RIGHT TO STOP WORK OR TERMINATE

- 41.1 If, through no act or fault of the CONTRACTOR, the Work is suspended for a period of more than ninety (90) days by the CITY or under an order of court or other public authority, or the CITY fails to pay the CONTRACTOR any sum approved or awarded by arbitrators within ninety (90) days of its approval and presentation, then the CONTRACTOR may, upon seven (7) days' written notice to the CITY, terminate the Agreement and recover from the CITY payment for all Work executed and any expense sustained plus a reasonable profit.

SECTION 42 - (NOT APPLICABLE TO THIS CONTRACT)

SECTION 43 - ARBITRATION

- 43.1 All claims, disputes and other matters in question arising out of or relating to this Agreement except claims which have been waived by the making or acceptance of final payment as provided in Section 31 shall be decided by arbitration in accordance with the Construction Industry Arbitration Rules of the American Arbitration Association. Any award rendered hereunder shall be final and judgment may be entered based upon said award in accordance with the Michigan Statutes and General Court Rules pertaining thereto. Any award rendered hereunder may be vacated solely upon the grounds specified in said statute and court rules and in addition on the basis that the award is contrary to law.
- 43.2 Notice of the request for arbitration shall be filed in writing with the CITY (and any other party to the Agreement) and with the American Arbitration Association. The request for arbitration shall be made within the thirty (30) day period specified in Paragraph 14.3 where applicable, and in all other cases within a reasonable time after the claim, dispute or other matter in question has arisen, and in no event shall it be made after six (6) months from that date. The location for any such mediation or arbitration shall be the City of Sault Ste. Marie.
- 43.3 CONTRACTOR shall continue to perform the Work and maintain the progress schedule during the pendency of any claim or dispute which may be subject to arbitration and during the pendency of any arbitration proceedings, unless otherwise agreed between the CITY and CONTRACTOR in writing, which agreement shall not extend the delay beyond the time when the arbitrator shall have an opportunity to determine whether the Work shall continue to be suspended.

- 43.4 The CITY may also include the CITY'S consultant(s) involved with the design and/or construction engineering of the project, as a third party defendant in any mediation or arbitration process regarding any claims, disputes or other matters in question related to this project.

SECTION 44 - MISCELLANEOUS

- 44.1 Whenever any provision of the Contract Documents requires the giving of written notice it shall be deemed to have been validly given if delivered in person to the individual or to a member of the firm or to an office of the corporation for whom it is intended, or if delivered at or sent by registered or certified mail, postage prepaid, to the last business address known to him who gives the notice.
- 44.2 The duties and obligations imposed by these General Conditions and the rights and remedies available hereunder, and, in particular, but without limitation, the warranties, guarantees and obligations imposed upon the CONTRACTOR by Sections 25 and 32 and the rights and remedies available to the CITY thereunder, shall be in addition to and not a limitation of any otherwise imposed or available by law, by special guarantee or other provisions of the Contract Documents.
- 44.3 Should the CITY or the CONTRACTOR suffer injury or damage to its persons or property because of any error, omission or act of the other or of any of his employees or agents or others for whose acts he is legally liable, claim shall be made in writing to the other party within a reasonable time of the first observance of such injury or damage.
- 44.4 The Contract Documents shall be governed by the law of the place of the Project.
- 44.5 The CONTRACTOR shall not assign the whole or any part of this Contract or any moneys due or to become due hereunder without written consent of the CITY. In case the CONTRACTOR assigns all or any part of any moneys due or to become due under this Contract, the instrument of assignment shall contain a clause substantially to the effect that it is agreed that the right of the assignee in and to any moneys due or to become due to the CONTRACTOR shall be subject to prior liens of all persons, firms and corporations for services rendered or materials supplied for the performance of the Work called for in this Contract.

NOTICE OF AWARD

To: _____

PROJECT NAME: B-43-23: Salmon Run Way, Ord Street Extension & Ord Street Paving
Project . _____

The OWNER has considered your BID dated _____ for the above referenced project. You are hereby notified that your bid has been accepted for the WORK described as: Completion of Salmon Run Way to connect CFRE to the Carbide Dock and Alford Park, extension of Ord Street to the Carbide Dock, and the milling and resurfacing of Ord Street, in the total sum of \$ XX,XXX.XX.

You are required to execute the Agreement and furnish the required CONTRACTOR'S certificates of Insurance coverage, Payment Bond, and Performance Bond in the amount specified in the contract documents within ten (10) calendar days from the date of this Notice. Three (3) unsigned copies of the Agreement, prepared for your signature, will be sent to you within 3 business days of this Notice of Award. The NOTICE TO PROCEED will not be issued until the CITY receives the required Bonds, Insurance and executed Agreement from the CONTRACTOR and until such documents are in accordance with the contract requirements and are approved by the CITY.

You are required to return an acknowledged copy of this NOTICE OF AWARD to the OWNER.

Dated this _____ day of _____, 20____

Owner: City of Sault Ste. Marie

BY: _____

David S Boyle, P.E, City Engineer

ACCEPTANCE OF NOTICE

Receipt of the above NOTICE OF AWARD is hereby acknowledged.

this _____ day of _____, 20____

By: _____

(SIGNATURE)

(PRINT)

Title: _____

NOTICE TO PROCEED

TO: _____ DATE: _____
B-43-23: Salmon Run Way, Ord
Street Extension and Ord Street
PROJECT: Paving Project

You are hereby notified to commence WORK in accordance with the Agreement dated _____, and you are to complete the WORK in accordance with the Agreement to ensure that the project is completed by **July 15th, 2024**.

You are required to return an acknowledged copy of this NOTICE TO PROCEED to the OWNER.

CITY OF SAULT STE. MARIE, MICHIGAN

Owner

BY: _____

David S. Boyle, P.E City Engineer

ACCEPTANCE OF NOTICE

Receipt of the above NOTICE TO PROCEED is hereby acknowledged by:

(CONTRACTORS COMPANY NAME)

this the _____ day of _____, 20____,

BY: _____
(SIGNATURE)

(PRINT)

TITLE: _____
(PRINT)

CITY OF SAULT STE. MARIE, MICHIGAN

SUPPLEMENTAL CONDITIONS

City of Sault Ste. Marie

7/2022

General Conditional Requirements

1. Before bid opening, the Bidder must have paid all current water, sewer, personal property taxes, and other charges owed to the City of Sault Ste. Marie on any account no matter how arising. Any Bidder who at the time of opening the bid is not current on all such charges may be rejected by the City as ineligible to bid. In the alternative, if the City of Sault Ste. Marie chooses to award the bid notwithstanding such delinquency, the Contract payments shall be set off in an amount sufficient to pay all such accounts. The method and time of such set off shall be at the discretion of the City Manager.

SPECIAL PROVISION FOR TAXES

The Contractor shall include, and will be deemed to have included, in its bid and contract price all applicable Michigan Sales and Use Taxes which have been enacted into law as of the date the bid is submitted. To the extent of any conflict, this Special Provision controls Section 102.05 of the 2020 MDOT "Standard Specifications for Construction".

SSM: DSB

12/2023

NOTICE TO BIDDERS

TESTING OF MATERIALS:

All materials must be tested and approved in accordance with Section 105.05 of the 2020 MDOT Standard Specifications, or as provided herein, before they enter into the construction of the project. Testing may be performed by the local agency or a commercial testing company. Cost of testing shall be the responsibility of the local agency.

A complete list of all tests must be on file in order to obtain reimbursement of federal aid on the construction project.

CITY OF SAULT STE. MARIE
SPECIAL PROVISION
FOR
**MAINTAINING TRAFFIC FOR
SALMON RUN WAY / ORD STREET EXTENSION / ORD
STREET PAVING PROJECT**

City of Sault Ste. Marie

11/2023

a. General. Traffic shall be maintained in accordance with Sections 103, 104 and 812 of the 2020 Michigan Department of Transportation Standard Specifications for Construction, including any Supplemental Specifications, and as herein specified. All traffic control devices and their usage shall comply with the 2011 edition of the Michigan Manual of Uniform Traffic Control Devices (MMUTCD), as amended, including any Supplemental Specifications, and as herein specified.

The Contractor shall notify the Project Engineer a minimum of 72 hours prior to the implementation of any road closures, or lane closures and major traffic shifts.

The project will be open to local traffic within the specified construction limits during the specified contract times. All areas within the Construction Influence Area (CIA) shall have local traffic maintained at all times throughout the duration of the project, except as noted within this special provision. The property owners and emergency vehicles shall be assured of access to all properties. The project may only be temporarily closed to local traffic after approval is given from the City of Sault Ste. Marie. Any changes to the construction signing, CIA or construction staging shall be approved by the City of Sault Ste. Marie prior to implementation.

The City of Sault Ste. Marie and/or Contract Maintenance Agencies may perform maintenance work within or adjacent to the CIA. These maintenance crews will coordinate their operations with the Project Engineer to minimize the interference to the Contractor. No additional payment will be made to the Contractor for the joint use of the traffic control items.

The Contractor shall be responsible for notifying emergency services throughout construction regarding closures, direction of access, etc.

Traffic regulator control is included in the project, for use by the Contractor as needed, at either or both ends of the project limits.

b. Construction Influence Area (CIA). The CIA shall consist of the width of the right-of-way the following streets Ord Street from East 9th Avenue to I-75 Business Spur (East Portage Avenue) and all intersections of adjacent approaching streets, to warn motorists of the construction ahead.

c. Traffic Restrictions.

1. No work nor lane closures will be allowed during the following periods:
 - Memorial Day from 3:00 pm on Friday 5/24/2024 to 6:00 am on Tuesday 5/28/2024.
 - Independence Day from 3:00 pm on Wednesday 7/03/2024 to 6:00 am on Friday 7/05/2024.
 - Labor Day from 3:00 pm on Friday 8/31/2024 to 6:00 am on Tuesday 9/03/2024.
2. Conduct all work during daytime hours only.
3. Maintain driveway access to all businesses and residences during construction. Prior to any temporary closures, coordinate with affected owners during construction.
4. Maintain access to all sidewalks and ramps during construction or as directed by the Engineer.
5. Provide access to residences during construction. This may include accommodations for ADA compliant ingress/egress to homes.
6. Access to side roads may be restricted for short durations at specific locations as directed by the Engineer. Where an intersection is closed or partially closed, keep the adjacent side streets open to traffic. Do not close more than two local side streets at any one time.
7. Once work is initiated that includes any lane restrictions, continue until that work is completed. Remove any lane restrictions where no work has taken place for more than 1 week. No additional payment will be made for removal or replacement of lane restrictions resulting from a lack of work.

d. Traffic Control Devices. All signs, barricades, warning lights and other traffic control devices shall be in accordance with the 2011 Michigan Manual of Uniform Traffic Control Devices (MMUTCD), as amended. Type III barricades shall be lighted and reflectorized on both sides.

The Contractor shall refer to the following MDOT Maintaining Traffic Typical WZD-100-A, WZD-125-E, and 101-GEN-SPACING-CHARTS.

e. Traffic Control. The traffic control required by this Special Provision for work on Meridian Street – W Easterday to West 8th Street and adjacent roadways is to erect and maintain signs for through traffic when specified or detour signing as shown in the plans or otherwise approved to implement a road closure to through traffic when specified.

Construction will be divided into three portions: Ord Street from East 9th Avenue to I-75 Business Spur (East Portage Avenue) and the two phases associated with the Carbide Dock Project Salmon Run Way (Easterly terminus of Salmon Run Way as constructed for the LSSU CFRE Building to Ord Street as proposed to be extended northerly, and Ord Street as proposed

to be extended northerly to the Carbide Dock from I-75 Business Spur (East Portage Avenue).

Ord Street:

- Adjust structures in line with the milling of Ord Street
- Complete all adjacent curb ramp work
- Milling of Ord Street
- Complete mainline and approach paving

Salmon Run Way Extension

- Complete all adjacent curb ramp work
- Final grading of aggregate base
- Complete mainline and approach paving

Ord Street Extension

- Complete all adjacent curb ramp work
- Final grading of aggregate base
- Complete mainline and approach paving

Maintain local traffic as provided herein and in the project plan sheets. An alternate traffic control plan may be used by the Contractor, subject to review and approval by both the Engineer and Local Agency.

The Contractor shall provide access to all properties within the Construction Zone for the duration of the project

f. Pedestrian or Non-Motorized Facilities. Maintain all facilities in accordance with *The Americans with Disability Act* (ADA) requirements. Provide facilities equivalent to or better than the route a person would have encountered prior to construction activities.

Close and detour any sidewalk ramps and crosswalk areas to pedestrian traffic that are impacted by the work. Cover pedestrian signal heads when the crosswalk or ramp is affected.

Keep sidewalk areas clear of any equipment or materials at all times the sidewalks are open to pedestrian traffic.

g. Measurement and Payment. The estimate of quantities for maintaining traffic on this project is based on the proposed project's scope of work described in this Special Provision.

Payment for temporary signs will be made on the maximum square feet of dissimilar sign legends in use at any one time during the project.

Any additional signing or maintaining traffic devices required to expedite the construction will be at the Contractor's expense.

Payment for covering temporary traffic control signs, as directed by the Engineer, shall be included in the cost of Sign, Type B, Temp, Prismatic, Furn.

Payment for temporary pedestrian ramps, temporary pedestrian ramps, shall be included in the cost of Pedestrian Path, Temp and Pedestrian Ramp, Temp.

Payment for pedestrian barricades shall be included in the cost of Pedestrian Type II

Barricade, Temp

Payment for the maintaining traffic devices shall be in accordance with the 2020 edition of the Michigan Department of Transportation Standard Specifications for Construction, as revised, unless otherwise specified.

Contractor shall be responsible for staking the locations of the construction signs, for Miss Dig notification and for the setting of the signs.

**SPECIAL PROVISION
FOR
PROJECT CLEANUP - MODIFIED**

City of Sault Ste. Marie

7/2022

1. **DESCRIPTION**

1. This work shall be done in accordance with Section 209 and other applicable sections of the *Michigan Department of Transportation (MDOT) 2020 Standard Specifications for Construction*, except as follows.

2. **CONSTRUCTION METHODS**

1. Project cleanup shall also include removal of all construction debris from the project construction area including areas affected at the ends of the project, as directed by the ENGINEER. Bituminous pavements shall be cleaned prior to opening the pavement surfaces to traffic or notification by the CONTRACTOR that the work is completed, whichever occurs first.
2. During the entire construction phase of the project, the CONTRACTOR shall be required to provide cleanup operations along and on roadways where dirt and/or debris have been deposited due to construction activities and/or related work. As a minimum, cleanup will be performed on a daily basis; additional cleanup will be performed as deemed necessary by the ENGINEER.

3. **MATERIALS** N/A

4. **MEASUREMENT AND PAYMENT**

1. Payment for this work shall be considered as having been included in the contract unit prices bid for other contract items.

CITY OF SAULT STE. MARIE

NOTICE TO BIDDERS FOR UTILITY COORDINATION

City of Sault Ste. Marie: DSB

05/2023

- a. Description.** The contractor shall cooperate and coordinate construction activities with the owners of utilities as stated in section 104.08 of the Michigan Department of Transportation 2020 Standard Specifications for Construction. In addition, for the protection of underground utilities, the contractor shall follow the requirements in section 107.12 of the Michigan Department of Transportation 2020 Standard Specifications for Construction. Contractor delay claims, resulting from a utility, will be determined based upon section 108.09 of the Michigan Department of Transportation 2020 Standard Specifications for Construction.
- b. Public Utilities.** The following Public Utilities have facilities located within and/or adjacent to the project CIA:

UTILITY COMPANY	CONTACT PERSON(S)	PHONE NO.
CITY OF SAULT STE. MARIE Water & Sewer Department 1200 E. Easterday Avenue Sault Ste. Marie, MI 49783	Kirk Tews 989-631-0285 (cell)	906-632-8981
	Brian Masterson (906) 322-7422 (cell)	906-632-6940 FAX
DTE ENERGY / MICH CON GAS CO. Local Office: 1125 E. Easterday Avenue Sault Ste. Marie, MI 49783	Rich Ackerman 906-630-1066 (cell) richardackerman@dteenergy.com	906-632-3330
	Steven Jones (906) 440-7612 (cell) steven.g.jones@dteenergy.com	906-632-3347 906-632-1378 FAX
Large Gas Service Requests	Zachary Kerfoot	Work: 231-932-284 Cell: 231-499-7331
Small Gas Service Requests	Jeannine Najmowicz	Work: 989-356-2499 Cell: 734-564-8618
Main Office: (Plan Reviews and Precon Mtgs.) 1250 Mich Con Lane, S.W. PO Box 279 Kalkaska, MI 49646	Matt Logan (public improvement coordinator) matthew.logan@dteenergy.com	231-258-3785 231-258-3786 FAX 231-463-5860 (cell)

CLOVERLAND ELECTRIC COOPERATIVE 2916 W. M-28 Dafter, MI 49724	Paul Warner Director of Operations pwarner@cloverland.com	906-632-5152 906-632-5168 906-632-5450 FAX
	Johanna Wiltfong Easements & Permits jwiltfong@cloverland.com	906-632-5191 906-440-7571
AT&T (SBC Ameritech) 310 W. 7th Avenue Sault Ste. Marie, MI 49783	Mike Anderson	906-632-9901 (906) 440-4478 (cell) 906-632-9973 FAX
(Plan Reviews and Precon Mtgs.)	Jeff Collard Jc7632@att.com	231-463-5860
CHARTER COMMUNICATIONS CO. 2682 Ashmun Street Sault Ste. Marie, MI 49783	Matt Claycomb Const. Supervisor matt.claycomb@charter.com	989-671-7255 Cell (231) 463-1903
	Craig Purple Const. Coord. II craig.purple@charter.com	906-748-8475 906-440-1005 (cell)
Main Office (Plan Reviews and Precon Mtgs.) 359 U.S. 41 East Negaunee, MI 49866	Brian Koski Const. Coord. II brian.koski@charter.com	906-401-0639 906- 235-7801 (cell)
Peninsula Fiber Network (PFN) 9984 W. State St. Brimley, MI 49715	Ron Deneve rdeneve@jamadots.net	(906) 248-3211

Owners of Public Utilities will not be required by the City/Department to move additional poles or structures in order to facilitate the operation of construction equipment unless it is determined by the Engineer that such poles or structures constitute a hazard to the public or are extraordinarily dangerous to the Contractor's operations.

Refer to Division 1 of the Michigan Department of Transportation 2020 Standard Specifications for Construction related to coordination with existing utilities and their work.

PROGRESS CLAUSE

City of Sault Ste. Marie

1 of 1

12/2023

The Engineer anticipates that construction can begin no earlier than:

- 10 calendar days after award or as directed by the Engineer

In no case shall any work be commenced prior to receipt of formal notice of award by the City. This may be up to 60 days after the bid as the City needs a Notice to Proceed from the Michigan Department of Transportation (MDOT).

The Contractor shall prepare and submit a complete, detailed, signed Progress Schedule to the Engineer.

#1) The Contractor for the Carbide Dock Project will be working on the entire site and the entire site will be under development. Coordination with this Contractor will be required. Their work may not however be completed until September 2024. The roadway will be available to the Contractor during this period of time.

#2) The Contractor for the Easterday Reconstruction Project will be working on the entire road project from Ashmun (BS I-75) to Spruce Street completing final roadway reconstruction and restoration work. Coordination with this Contractor will be required. Their work may not be completed until August 2024. The roadway will be available to the Contractor during this period of time.

The entire project must be completed by the final completion date of **July 15th, 2024**.

Unless specific pay items are provided in the contract any extra costs incurred by the Contractor due to cold-weather protection and winter grading will not be paid for separately but will be included in the payment of other pay items in the contract.

After award and prior to the start of work, the Contractor must attend a preconstruction meeting with the Engineer. The Engineer will determine the day, time and place for the preconstruction meeting. The meeting will be conducted after project award and may be rescheduled if there are delays in the award of the project.

The named subcontractor(s) for Designated and/or Specialty Items, as shown in the Proposal, should attend the preconstruction meeting if such items materially affect the work schedule.

Failure by the Contractor to meet the final completion date will result in the assessment of liquidated damages in accordance with subsection 108.10.C.1 and 108.10.C.2 of the Standard Specifications for Construction and the contract General Conditions.

CITY OF SAULT STE. MARIE
SPECIAL PROVISION
FOR
MACHINE GRADING, MODIFIED

SSM

1 of 2

12/2023

- a. Description.** The work of **Machine Grading, Modified** consists of removing miscellaneous structures and materials and all earthwork required to construct the proposed cross sections within the limits shown on the plans or stated in this Special Provision. All lines and grades will be as shown on the plans and as directed by the Engineer. Perform this work in accordance with the MDOT 2020 Standard Specifications for Construction and this Special Provision.
- b. Materials.** Additional material required to achieve the typical cross sections must meet the requirements of embankment material as specified in the standard specifications or as shown on the plans.
- c. Construction.** All work must be in accordance with applicable sections of the standard specifications. As required to achieve proposed cross sections, including grading for sidewalks and ramps, **Machine Grading, Modified** includes, but is not limited to, the following work.
1. Stripping topsoil.
 2. Sawcutting and removal of all existing HMA pavement (roadway, driveways, etc.) required for construction of the project. Concrete pavement or sidewalk removal will be paid separately. Cold milling in the section east of Spruce St. will be paid separately.
 3. Removing rocks or boulders less than 0.5 cyd in volume.
 4. Protection and if necessary due to construction operations, repair of existing irrigation systems encountered within the project limits.
 5. Excavating material for placement of Subbase, Sand, CI II, 12 inch.
 6. Moving the excavated material longitudinally and transversely where necessary.
 7. Disposing of excess and unsuitable material.
 8. Grading, including furnishing, placing, and compacting additional materials (except that Subbase, Sand, CI II, 12 inch is measured and paid separately) to develop the cross section shown on the plans, including sidewalks, driveways and ramps. If Subgrade Undercutting, Type II is required and authorized by the Engineer, it will be measured and paid separately as well.
 9. Final grading to plan alignment and grades.
- d. Measurement and Payment.** The completed work as described will be measured and paid for at the contract unit price using the following contract items (pay items).

Contract Item (Pay Item)**Pay Unit**

Machine Grading, Modified, Salmon Run WayStation
Machine Grading, Modified, Ord Street ExtensionStation

Machine Grading, Modified, Salmon Run Way will be measured in place by length in Stations along the construction centerline of Salmon Run Way (refer to typical cross sections in the plans for limits. Grading work will include the existing gravel base between the existing curbs and in the proposed sidewalk area. The transverse pay limit is the area from grading limit to grading limit or Right-of-Way to Right-of-Way (whichever is greater).

Machine Grading, Modified, Ord Street Extension will be measured in place by length in Stations along the construction centerline of Ord Street Extension (refer to typical cross sections in the plans for limits). Grading work will include the existing gravel base between the existing curbs and in the proposed sidewalk area. The transverse pay limit is the area from grading limit to grading limit or Right-of-Way to Right-of-Way (whichever is greater).

Machine Grading, Modified includes driveways or intersecting streets requiring grading to meet the proposed grades. Payment for this work is included in the measurement for the item **Machine Grading, Modified**.

Grading for temporary driveways and for maintaining traffic will not be measured separately, but will be considered included in the measurement along the construction centerline.

CITY OF SAULT STE. MARIE

SPECIAL PROVISION
FOR

SLOPE RESTORATION - MODIFIED

City of Sault Ste. Marie

1 of 2

06/2022

A. **DESCRIPTION**

1. This work shall be done in accordance with the requirements of Section 816 and other applicable sections of the *Michigan Department of Transportation (MDOT) 2020 Standard Specifications for Construction*, except as follows.
2. This work shall conform to the requirements in the contract Special Provision for Hydroseeding, Mixture THM - Modified (SP-18), and Topsoil Surface (SP-44).

2. **CONSTRUCTION METHODS**

1. All slopes and other disturbed areas along the project length shall receive the work of Restoration. The work of Restoration shall consist of the preparation and placement of a minimum of four inches (4") of topsoil surface, Hydroseeding, Mixture THM with chemical fertilizer nutrient, mulch and anchoring mulch, on all disturbed areas throughout the project limits, as shown on the construction plans or as directed by the ENGINEER. The work of Restoration includes, but is not limited to, the areas affected by the installation of new sanitary sewer laterals or water main and water service laterals and new sidewalk installed under this project. Application rates shall be as specified under the Special Provision for Hydroseeding, Mixture THM - Modified (SP-18). Topsoil material and the proper preparation for the placement of topsoil shall be as specified under the Special Provision for Topsoil Surface (SP-44).
2. Restoration shall include the restoration to pre-construction conditions of any existing ditches as applicable that may be disturbed during the course of the project. The CONTRACTOR shall be responsible for ensuring positive drainage when effecting the restoration of disturbed ditches. Four inches of topsoil in accordance with SP-44 and Hydroseeding, Mixture THM in accordance with SP-18 shall be placed on all restored ditch slopes.
3. Any settlement of topsoil surfaces shall be corrected by the CONTRACTOR. Correction of these areas shall include the placement of additional topsoil, Hydroseeding, Mixture THM, chemical fertilizer nutrient, mulch and anchoring mulch as necessary.

3. **MATERIALS**

4. The topsoil used shall conform to the requirements of Special Provision SP-44 for Topsoil Surface. Hydroseeding, Mixture THM; chemical fertilizer nutrient; mulch and anchoring mulch shall conform to the requirements of Special Provision SP-18 for Hydroseeding, Mixture THM.

D. **MEASUREMENT AND PAYMENT**

1. In road reconstruction areas, restoration shall be measured by the length in stations along the roadway centerline and will include both sides of the roadway with no reduction for driveways, service walks or street approaches between the ends of the reconstructed roadway section. The length will be averaged where the Lt. and Rt. starting or ending points are not opposite each other, including omitting any sections of the pay item of "Ditching, Modified" that may be constructed under this project. The applicable pay item for this work shall be Restoration, Roadway.
2. In areas where only sidewalk construction takes place, restoration shall be measured by the length in stations along the edge line of sidewalks and will include both sides of the sidewalk where applicable. The length will be measured only along the newly constructed sidewalk length with driveways, existing sidewalk, sidewalk ramps, service walks or street approaches deducted. The applicable pay item for this work shall be Restoration, Slope.
3. The completed work as measured will be paid for at the contract unit price for the following contract pay item(s) and includes all material, equipment and labor to complete this item.

PAY ITEM

PAY UNIT

Restoration, Slope..... SYD

MDOT Provisions

MICHIGAN
DEPARTMENT OF TRANSPORTATION

NOTICE TO BIDDERS
FOR
MULTIPLE DAVIS-BACON WAGE DECISIONS

CSD:LFS

1 of 1

APPR:CT:03-24-22

This proposal may contain multiple Davis-Bacon Wage Decisions. In order to clarify the work covered by each decision, the following explanations are offered:

General Decision MIxxxx0001 covers all airport construction, bridge construction, highway construction, and sewer and water main work that are incidental to highway projects. The construction type indicated on this decision is "HIGHWAY (HIGHWAY, AIRPORT & BRIDGE xxxxx and SEWER/INCID. TO HWY.)". This wage decision is the most commonly used wage decision in MDOT's federally funded projects.

In accordance with the U.S. Department of Labor's (DOL) all agency memorandums No. 130, No 131 and No. 236, multiple wage decisions will be included in those projects in which a second category of work is substantial in relation to project cost – more than approximately 20 percent or \$2,500,000. Sewer and water main work is considered to fall under the heavy construction work classification by the DOL, therefore when that work type is more than 20 percent of the engineer's estimate or \$2,500,000, the wage decision with the construction type "HEAVY CONSTRUCTION PROJECTS" will also be included in the proposal and is to be used for the sewer and watermain work in the proposal. All other work performed on the project will be covered by the "HIGHWAY (HIGHWAY, AIRPORT & BRIDGE xxxxx and SEWER/INCID. TO HWY.)" wage decision.

Also, when the landscape work is more than 20 percent of the project cost or \$2,500,000, the "HEAVY CONSTRUCTION PROJECTS" wage decision will be included in the proposal to cover all landscape work. All other work performed on the project will be covered by the "HIGHWAY (HIGHWAY, AIRPORT & BRIDGE xxxxx and SEWER/INCID. TO HWY.)" wage decision. If the project is a total landscape project, only the "HEAVY CONSTRUCTION PROJECTS" wage decision will be in the proposal.

Rest area building projects will include the construction type "BUILDING" wage decision when the building portion of the work is more than 20 percent of the project cost or \$2,500,000. The other work performed on the project will be covered by the "HIGHWAY (HIGHWAY, AIRPORT & BRIDGE xxxxx and SEWER/INCID. TO HWY.)" wage decision and/or the "HEAVY CONSTRUCTION PROJECTS" wage decision (landscape and/or sewer and water main work) if either or both are greater than 20 percent or \$2,500,000.

Although there is only one wage decision for "HIGHWAY (HIGHWAY, AIRPORT & BRIDGE xxxxx and SEWER/INCID. TO HWY.)", work (MIxxxx0001), the "HEAVY CONSTRUCTION PROJECTS" and "BUILDING" wage decisions vary from county to county.

MICHIGAN
DEPARTMENT OF TRANSPORTATION

NOTICE TO BIDDERS
FOR
BID RIGGING

CSD:LS

1 of 1

APPR:MAS:02-09-21

To report bid rigging activities call:

1-800-424-9071

The U.S. Department of Transportation (DOT) operates the above toll-free "hotline" Monday through Friday, 8:00 a.m. to 5:00 p.m., Eastern Time. Anyone with knowledge of possible bid rigging, bidder collusion, or other fraudulent activities should use the "hotline" to report such activities.

The "hotline" is part of the DOT's continuing effort to identify and investigate highway construction contract fraud and abuse and is operated under the direction of the DOT Inspector General. All information will be treated confidentially, and caller anonymity will be respected.

MICHIGAN
DEPARTMENT OF TRANSPORTATION

NOTICE TO BIDDERS
FOR
FRAUD AND ABUSE HOTLINE

CSD:LS

1 of 1

APPR:MAS:02-09-21

The Michigan Department of Transportation (MDOT) has established a Fraud and Abuse Hotline for employees, contractors, consultants, and others to report suspected fraud or abuse, such as: prevailing wage non-compliance, theft, kickbacks, wrongful claims, contract fraud, use of materials that do not comply with specifications, unapproved substitution of materials, commodities, or test samples, or failure to follow contract procedures.

Anyone with knowledge of any activity involving the potential for fraud or abuse is requested to call the Hotline at (toll free) **1-866-460-6368** or **517-241-2256**.

MICHIGAN
DEPARTMENT OF TRANSPORTATION

SPECIAL PROVISION
FOR
**SUBLETTING CONTRACT WORK TO DISADVANTAGED BUSINESS
ENTERPRISES**

CSD:LFS

1 of 2

APPR:KMF:LST:11-09-23

FHWA:APPR:11-13-23

Replace subsection 102.17 on page 1-30, of the Standard Specifications for Construction, in its entirety and replace with the following:

102.17. Subletting Contract Work to Disadvantaged Business Enterprises (DBEs)

The DBE participation goal specified in the notice of advertisement must be made available to certified DBEs. Compliance with the designated DBE participation goal must be met by using DBEs to perform commercially useful functions as required by 49 CFR 26.55.

- A. **Pre-Award.** All Bidders must provide the overall DBE percentage they have attained at time of bid within the DBE goal tab of the bid file on all projects with a DBE goal designation. All Bidders must submit MDOT Forms 2653 *Contractor Good Faith Efforts* and 2653D *Commitment Confirmation for DBE Subcontractors* within 5 calendar days of the bid letting. These forms must be submitted whether or not the Bidders have been able to meet the DBE participation goal. Submit these forms by e-mail to MDOT-DBESheets@Michigan.gov.

A Bidder who fails to meet the submittal requirements for DBE participation will be deemed ineligible for award of the contract. If a Bidder fails to achieve the DBE participation goal set for a contract, the Department will evaluate the efforts of all Bidders to determine eligibility for award.

- B. **Post Award.** If the Contractor determines during construction that the approved the DBE participation goal will not be met, the Contractor must submit updated MDOT Forms 2653 and 2653D to MDOT-GFE@michigan.gov within 7 calendar days in accordance with current Department DBE Program Procedures.

Prime Contractors may not terminate for convenience an approved DBE working on a federally assisted contract and then perform the work of the terminated DBE.

The Contractor must notify the Department immediately of a DBE's inability to perform any of its work and the Contractor's intent to obtain a substitute DBE by filling out MDOT Form 0196 (DBE Removal/Substitution Request).

- C. **Reconsideration.** Bidders whose Good Faith Efforts (GFE) have been found insufficient may have their GFE reconsidered in accordance with current Department DBE Program Procedures.

The Department reserves the right to modify any requirement or shorten any time period when the need to place the project under contract is such that the public interest warrants such action and would be impaired by further delay. If the Department waives any of these requirements, except the length of a time period, it will ensure that no Bidder is given a material competitive advantage by these actions.

- D. **Reports.** The Contractor is required to submit payments to subcontractors and all DBEs on the project in the MDOT 2124A Employment Reporting System (MERS) to the Engineer in accordance with the contract.
- E. **Penalties.** Failure to fulfill the DBE subcontracting requirement may be considered a breach of contract and may result in the Department's exercising the rights and remedies available in accordance with the provisions of the contract. Remedies may also include suspension, reduction, or removal of the Contractor's prequalification as stated in the Administrative Rules Governing the Prequalification of Construction Contractors.

MICHIGAN
DEPARTMENT OF TRANSPORTATION

SPECIAL PROVISION
FOR
VALUE ENGINEERING CHANGE PROPOSAL

COS:MRB

1 of 4

 APPR:CJB:JJG:04-30-20
FHWA:APPR:05-06-20

a. Description. A value engineering change proposal (VECP) modifying plans, specifications, or other contract requirements may be submitted for this project if the proposed change results in reduced construction cost, a higher quality product, improved safety, or a shorter contract time. The estimated cost savings must be quantifiable in relation to the contract cost. No work can begin before written authorization. The proposed change must not alter the essential functions or characteristics of the project or significantly delay the completion of the project. A VECP or conceptual VECP will only be considered after project award. Essential functions and characteristics include, but are not limited to, service life, operating costs, ease of maintenance, desired appearance, impact on utilities and right-of-way, mobility and safety of the motorist, bicyclist and pedestrian; safety of all onsite workers (construction, inspection, testing, etc.) in the progress of the work, design standards, and safety standards. This special provision does not restrict the Contractor from proposing improvements to the project that may not result in net cost savings. A conceptual VECP stating the basic concept and approximate cost savings may be submitted for preliminary consideration.

b. Submittal of Conceptual VECP. Submit a conceptual proposal for the preliminary evaluation. Upon review by the Engineer, one of the following actions will be taken:

- Conceptual approval and a request for the Contractor to submit a VECP.
- Request for additional information.
- Denial of the VECP.

Preliminary review of a conceptual proposal reduces the Contractor risk of subsequent denial and does not commit the Department to eventual approval. Submit the following information for each conceptual VECP using the Value Engineering Change Proposal Form (Form # 1962) marked Conceptual VECP.

1. A description of the difference between the existing pay items and the proposed changes, and expected benefits.
2. A set of conceptual plans and a description of proposed changes to the pay items.
3. An estimate of the anticipated cost savings or increase.
4. A date by which the Department must make a decision to avoid delays to the existing contract and obtain the cost savings. Also include information on the amount of time necessary to develop the full proposal and impacts to the progress schedule.
5. If impacting maintenance of traffic provisions, identify proposed changes and impacts to the Special Provision for Maintaining Traffic.

After approval of conceptual VECP, the Contractor must follow section c of this special provision for the final VECP.

c. Submittal of Final VECP. Submit the following information for each VECP using Value Engineering Change Proposal Form (Form # 1962) marked Final VECP.

1. A description of the difference between the existing contract and the proposed change, and the advantages and disadvantages of each, including effects on service life, operating costs, ease of maintenance, desired appearance, impact on utilities and right of way, mobility and safety of the motorist, bicyclist and pedestrian; design standards, and safety standards.
2. A complete set of plans, if necessary, and specifications showing the revisions relative to the original contract. This portion of the submittal must include design notes and construction details. If the proposal has plans, these must be signed and sealed by the Contractor's Professional Engineer licensed in the State of Michigan.
3. All costs and proposed unit prices must be documented by the Contractor and must include a cost comparison summarizing all the items the VECP replaces, reduces, eliminates, adds, or otherwise changes from the original contract on a spreadsheet.
4. A date by which the Department must make a decision to avoid delays to the existing contract and to obtain the proposed cost savings.
5. If impacting maintenance of traffic provisions, identify proposed changes and impacts to the Special Provision for Maintaining Traffic. If the submitted revisions to the maintaining traffic provision are approved and require any corrections, the Contractor is responsible for all additional costs related to corrective measures.
6. A statement detailing the affect the proposal will have on the time for completing the contract and impacts to the critical path and progress schedule.
7. A description of any known uses or testing of the proposed changes and the conditions and the results.
8. If the VECP submittal includes pay items associated with a warranty, include the latest version of the warranty specification.

d. Evaluation. By submitting the VECP, the Contractor agrees not to hold the Department liable for its decision or for any delays to the work attributable to the VECP. Decisions on VECP's are not subject to appeal. Work on the project will continue in accordance with the requirements of the contract until a work order is issued which incorporates the VECP changes. The Department has final authority of the acceptability of a VECP and of the estimated net savings attributable to the adoption of all or any part of the VECP. If, in the judgment of the Engineer, contract prices do not represent a fair measure of the value of work to be performed or to be deleted, the Engineer will use other means to determine the estimated net savings.

The Department may modify a VECP, with the concurrence of the Contractor, in order to make it acceptable. The Contractor's share of the savings will be based on the modified VECP.

If the VECP is accepted, in whole or in part, the written acceptance will be issued by a work order

and followed with a contract modification. The work order and contract modification will include the necessary changes in the plans and specifications and any conditions upon which the approval is based. Acceptance of the VECP will not extend the time of contract completion unless specifically provided for in the work order and contract modification.

A VECP will be evaluated in accordance with the following:

1. The Engineer will determine if a VECP qualifies for consideration and evaluation. The Engineer may deny any VECP that requires excessive time or costs for review, evaluation or investigation. The Engineer may deny any VECP that is not consistent with the Department's design policies and criteria for the project.

2. The Department will not accept a VECP that is similar to a change in the plans or specifications under consideration by the Department for the project at the time the proposal is submitted; nor will the Department accept a proposal based upon, or similar to, standard specifications, general use special provisions or standard drawings adopted by the Department after the advertisement for the contract. The Department reserves the right to make such changes without compensation to the Contractor under the provisions of subsection 103.02 of the Standard Specifications for Construction.

3. The Contractor will have no claim against the Department for additional costs or delays resulting from denial or untimely acceptance of a VECP. These costs include but are not limited to: development costs, loss of anticipated profits, increased material or labor costs, or untimely response.

4. A VECP will be denied if equivalent options are already provided in the contract.

5. A saving resulting solely from the elimination or reduction in quantity of a contract pay item will not be considered as a VECP. A saving resulting from the elimination or reduction in quantity of a pay item specified as part of a VECP may be considered.

6. In calculating the value of cost savings, the Department has the right to disregard the Contract bid prices, if such prices do not represent the value of the work to be performed or to be deleted, and has the right to calculate the savings based on reasonable cost for such work.

7. A VECP cannot be used to alter incentive and disincentive rates and maximum payments on A + B and/or lane rental projects.

8. A VECP will be denied if the design consultant for the contractor is also the design consultant for the Department or other apparent conflicts of interest exist.

9. A VECP may be denied if it was rejected as a Value Engineering alternative during the development phase.

e. Time Frame for VECP Evaluation. The Contractor will be notified of the Department's decision to approve or deny a conceptual or final VECP within 14 calendar days of receipt of the VECP. If a written acceptance has not been received within this time frame, and the date has not been extended by mutual agreement of both parties, the VECP is denied. The Department's decision is final and there is no appeal.

f. Future Use of VECP. The Department reserves the right to use all or any part of a VECP on other contracts without obligation or compensation to the Contractor. If the VECP is accepted, the Department may use or disclose any information necessary to incorporate the VECP on future projects.

g. Payment for Work under the VECP. The Engineer may reject all or any portion of work performed under an approved VECP if results are unsatisfactory. The Engineer will direct the removal of rejected work and construction will proceed under the original contract requirements. There will be no payment for work performed under the proposal, or for its removal.

No work related to a VECP will be performed under force account. Agreed prices must be reached for any new or modified contract pay items related to the VECP before the VECP is approved.

The changes will be incorporated into the Contract by changes in quantities of unit bid items, new agreed unit price items, lump sum or any combination, as appropriate, under the Contract. Unless there is a differing site condition as described in subsection 103.02 of the Standard Specifications for Construction, the Contractor will not receive additional compensation for quantity overruns, design errors, supplemental surveys, geotechnical investigations, additional items or other increases in cost that were not foreseen in the accepted VECP, unless otherwise approved by the Engineer.

The work order and authorization will include the price for performing all affected items of work and the estimated net savings in the cost of performing the work directly attributable to the VECP. VECP payments only involve direct savings or costs. Indirect savings or costs (time, user delay, contract delay, etc) are not included in VECP payment calculations. The calculations of VECP payments are independent from the payments or penalties for contract time related issues. The Contractor will be paid 50 percent of this net savings based on as constructed or plan quantities whichever is in the best interests of the Department. The amount specified in the work order and authorization constitutes full compensation to the Contractor for the VECP and the performance of that work.

$(\text{Cost of Deleted Work}) - (\text{Cost of Added Work}) = \text{Net Savings}$

$\text{Payment} = (\text{Net Savings})/2$

Note: Approved VECP's will be paid using the pay item code "1200000", item description of "Value Engineering" and a unique secondary descriptor differentiating each VECP with the pay unit of "Dollar" for the contract modification.

The Contractor's development costs for the proposed VECP, including all costs associated with design, are not reimbursable.

MICHIGAN
DEPARTMENT OF TRANSPORTATION

SPECIAL PROVISION
FOR
CONSTRUCTION DOCUMENT MANAGEMENT

COS:RJC

1 of 3

 APPR:JJG:LFS:01-19-23
FHWA:APPR:01-19-23

a. Description. This work consists of meeting MDOT's construction document management (CDM) system requirements. Submit all project documentation for this contract in electronic format and place it in MDOT's CDM system, unless otherwise noted in this special provision. No paper documents, in printed format (faxes, letters, etc.) are permitted except as allowed by this special provision or specifically approved by the Engineer. The Contractor is responsible for keeping all information in the CDM system up to date throughout the execution of the contract.

b. Digitally Encrypted Electronic Signatures. All documents that require Contractor or subcontractor signatures or signed authorizations by the Contractor or subcontractor must be signed using an MDOT issued digitally encrypted electronic signature. The MDOT approved digital signature tool is the OneSpan Sign ID Verification & Acceptance Electronic signature Solution (OneSpan), and OneSpan Sign Mobile Applications. Digital signature software is provided by MDOT for use only on MDOT projects at no cost to the Contractor. Instructions on how to use MDOT's digitally encrypted electronic signature can be obtained at the following website. The website also provides support for users.

www.michigan.gov/MDOT-esign

Scanned signatures, cursive fonts or other non-conforming signatures are not permitted in lieu of digitally encrypted electronic signatures.

The OneSpan signature appliance creates a digital envelope that is distributable for signature by email. OneSpan workflow does not allow changes to be made to the original document after the first signature is placed and uploaded to the document host location. It is the responsibility of the Contractor to provide all individual signatory names and email addresses at the preconstruction meeting to expedite document processing and payment.

Failure to submit documents utilizing OneSpan will result in the documents being rejected by the Engineer and returned to the Contractor. No payment will be made for any affected work items until all required documents are received with validated digitally encrypted signatures.

c. Contractor Access to MDOT's Construction Document Management System (ProjectWise). The Contractor must use MDOT's current CDM system (ProjectWise). ProjectWise access and software is available at no cost to all contractors, suppliers and other vendors associated with the project. User account setup, installation details, and access to ProjectWise may be requested by sending an e-mail request to:

MDOT-ProjectWiseConst@michigan.gov

d. Contractor Authorized Requestors. Designate two authorized requestors at the

preconstruction meeting. The authorized requestors are:

1. The only individuals that can request the Engineer to provide or withdraw ProjectWise access for this contract.
2. Responsible to designate contract roles in ProjectWise (submitter or read only).
3. Responsible for promptly notifying the Engineer of any ProjectWise user access changes for this contract.

e. Training. Additional documentation and training for CDM system processes, details of scheduled classes, and methods for requesting training are available at the following website:

<https://mdotjboss.state.mi.us/SpecProv/projectwisesupport.htm>

f. Technical Issue Resolution. Upon discovery of a ProjectWise access issue immediately notify the Engineer with a copy sent to the following e-mail resource:

MDOT-ProjectWiseConst@michigan.gov.

g. Document Format and Naming Standards. The Engineer may reject documents that are deemed to be unsuitable. This includes documents submitted that are named incorrectly, illegible, unreadable, locked, etc. Re-submit any corrected documents via ProjectWise. Failure to address rejected documents may delay progress payments.

Use the document naming conventions as documented by the Department and maintained on the Department's website:

https://www.michigan.gov/documents/mdot/MDOT_Contractor_Standard_Naming_Conventions_for_Document_Submittals_653665_7.pdf

h. Document Workflows. Electronic review/approval of documents will be accomplished through ProjectWise workflows and e-mail notifications. A workflow is an ordered group of milestones, or states, through which a document passes on its way to completion.

Documents placed in the ProjectWise Contractor In-Box folders will initially have a state of "Pending." Once the Contractor has finalized the document, change the state from "Pending" to "Submitted."

Complete the following actions:

1. Upload all documents into the corresponding Contractor In-Box folder.
 - A. Ensure all documents are named correctly per the document naming conventions.
2. Select the "Change State" option and then select "Next" to submit the document.
3. When the email message appears please send to the Engineer, or their approved representative, providing notification that there are new documents submitted.

The Engineer will review all documents added to these folders and move them to the appropriate

document folder for further review, processing, or records storage.

Furnish paper bills of lading/delivery tickets to the Engineer on the jobsite for any material that is paid based on weight or shipping volume, unless utilizing a Department approved e-ticketing process. Scanning of other manifests, seed tickets, or delivery confirmations will be as directed by the Engineer.

i. File/Document Retention. The electronic files stored in ProjectWise are the official project documentation and will be retained per the Department's document retention schedule.

j. Measurement and Payment. The work included in this special provision will not be paid for separately and is considered to be included in other items of work in the contract.

MICHIGAN
DEPARTMENT OF TRANSPORTATION

SPECIAL PROVISION
FOR
PREVAILING WAGE AND LABOR COMPLIANCE SYSTEM

COS:AS

1 of 2

APPR:RJC:MRB:03-24-20
FHWA:APPR:03-30-20

a. Description. This work consists of the required use of a prevailing wage and labor compliance (PWLC) system for all prevailing wage documentation as directed by the Engineer. Input all required certified payroll documentation into the PWLC system (LCPtracker) and update this documentation throughout the execution of the contract. Certified payroll information is to be submitted in the PWLC system per the time requirements in the 20SP-107D - Labor Compliance.

b. Contractor Responsibility. Coordinate all electronic document submittals including documentation supplied by other companies (e.g. subcontractors, suppliers, fabricators, etc.) as detailed in this special provision. All companies will directly submit their certified payroll information into the PWLC system.

c. General Requirements. Submit all certified payroll information as required in this special provision and the 20SP-107D - Labor Compliance. Provide employee zip codes as part of the certified payroll submission. This information will be redacted from any certified payroll reports to protect worker anonymity. Zip code information will be anonymized and used for federal, state, and legislative prevailing wage and labor reporting.

All data entry will be submitted through the following program and website:

Program: LCPtracker

Login Website: <http://www.lcptracker.net>

General Information website: www.lcptracker.com

A tutorial for this system can be found through the website provided.

d. Condition of Payment. Post all documents electronically into the PWLC system. Electronic posting and submittal of documents is a condition of payment for this contract. Documents submitted in any other manner, unless required otherwise in this special provision or directed by the Engineer, will not be accepted and will delay payment.

e. Digitally Encrypted Electronic Signatures. Ensure all documents that require signature authorizations are signed using a digitally encrypted electronic signature. Further information regarding how to obtain a digital signature can be found at the following website:

www.michigan.gov/mdot-esign

f. Contractor Preparation for Tracking Software:

1. Information about LCPtracker is available to the Contractor and other project companies (e.g. subcontractors, suppliers, etc.) at the following website:

www.lcptracker.com.

2. Access to the PWLC system is provided at no cost to the Contractor. The project office will setup the project in LCPtracker and assign the Contractor. The Contractor will setup other project companies to submit certified payrolls and prevailing wage/labor compliance documents. Once setup in the system the Contractor and other project companies may access the software at the following website:

www.lcptracker.net

3. Use Internet Explorer to access the PWLC system. The Department has tested and will support Internet Explorer versions 8, 9, 10 and 11.

g. Document Format. The Engineer reserves the right to electronically reject documents that are deemed to be unsuitable. This may include documents submitted that are illegible or unreadable or contain inappropriate information. The submitting company must re-submit the corrected documents into the PWLC system. Failure to do so will be considered noncompliance and may delay progress payments.

h. Training. LCPtracker offers biweekly contractor training sessions, user support manuals, quick start guides, e-Training videos, and a software support staff available Monday thru Friday 8 a.m. to 8 p.m. EST accessible through the online interface.

i. File/Document Retention. The electronic files submitted in the PWLC system are the official contract documents and must follow all Department document retention schedules.

j. Technical Issue Resolution. Upon discovery of an LCPtracker issue immediately notify the Engineer with a copy sent to the following e-mail resource:

MDOT-LCPtracker@Michigan.gov

k. Measurement and Payment. The work included in this special provision will not be paid for separately and is considered to be included in other items of work in the contract.

MICHIGAN
DEPARTMENT OF TRANSPORTATION

SPECIAL PROVISION
FOR
SOURCE OF STEEL AND IRON (BUY AMERICA)

CFS:JJG

1 of 2

APPR:LLR:KAS:10-19-23
FHWA:APPR:10-20-23

Delete subsection 105.10, on page 1-60 of the Standard Specifications for Construction, in its entirety and replace with the following:

105.10. Source of Steel and Iron. Provide steel and iron materials and products for permanent incorporation into the work that are produced only in the United States per Title 23 of the CFR Section 635.410, Buy America Requirements.

All steel and iron products and manufacturing processes of the steel and iron material in a product, including but not limited to the following steps; smelting, melting, rolling, extruding, machining, bending, grinding, drilling, welding, galvanizing, and coating, must occur within the United States. Provide manufacturer and/or fabricator certifications that all steel and iron products and manufacturing processes of the steel and iron material are compliant with Buy America requirements unless noted otherwise in this special provision.

Examples of products that are subject to Buy America coverage include, but are not limited to, the following:

- A. Steel or iron products used in pavements, bridges, tunnels, or other structures, which include, but are not limited to, the following: fabricated structural steel, hot or cold rolled structural steel shapes, reinforcing steel, piling, high strength bolts, anchor bolts, dowel bars, permanently incorporated sheet piling, bridge bearings, cable wire/strand, pre-stressing/post-tensioning wire, motor/machinery brakes and other equipment for moveable structures.
- B. Guardrail, guardrail posts, end sections, terminals, cable guardrail.
- C. Steel fencing material, fence posts.
- D. Steel or iron pipe, conduit, grates, manhole covers, risers.
- E. Mast arms, poles, standards, trusses, supporting structural members for signs, luminaires, or traffic control systems.
- F. Steel or iron components of precast concrete products, such as reinforcing steel, wire mesh and pre-stressing or post-tensioning strands or cables.
- G. Left-in-place structural steel formwork, falsework, and earth retaining system elements.

Manufactured products that are predominantly steel and/or iron must comply with this

special provision.

Predominately iron and/or steel means the cost of the iron and steel content exceeds 50 percent of the total cost of all its components. The cost of iron and steel is the cost of the iron or steel mill products (such as bar, billet, slab, wire, plate, sheet, etc.), castings, or forgings utilized in the manufacture of the product and a good faith estimate of the cost of iron or steel components.

Provide step certification for all steel and iron related pay items, materials, products, and components as specified on the Department website. The Department will maintain a list of these pay items, materials, products, and/or components on the following website.

<https://www.michigan.gov/mdot/-/media/Project/Websites/MDOT/Business/Construction/Standard-Specifications-Construction/CFS-Reference/BuyAmericaStepCertPayItems.pdf>

Step certification is defined as the certification by the respective manufacturer or fabricator for their specific process (step) that the product, material, or component was fabricated, manufactured, and/or processed in the United States. The step certification documentation for these pre-defined pay items, materials, products, and/or components is to be submitted to the Engineer in a package covering each step prior to delivery or concurrent with material delivery on-site. Approved certification is required prior to incorporation of the materials into the project.

The above requirements do not preclude a minimal use of foreign steel and iron, provided the total invoice cost of foreign steel and iron permanently incorporated into the project does not exceed 0.1 percent of the total contract amount or \$2,500 whichever is greater. The Department defines the total invoice cost as the total value of the foreign steel and iron materials delivered to the project. The Department defines the total contract amount to be the original contract amount at time of award plus any cost increases during construction with the exception of incentive payments.

MDOT/Consultant fabrication facility inspectors are not responsible for approving the incorporation of foreign steel/iron prior to fabrication. It is the responsibility of the fabricator to notify and coordinate with the Contractor for all potential inclusion of foreign steel/iron in fabricated products.

For each item subject to meeting Buy America requirements, that doesn't fully meet Buy America requirements, the following documentation must be provided by the Contractor to verify the foreign steel value. This documentation is to be placed in the project files to ensure that the threshold is not exceeded:

- Pay Item,
- Description of associated foreign steel/iron material, product, or component,
- Cost of associated foreign steel/iron material, product, or component, and
- Cumulative list of all non-compliant Buy America items with the total dollar amount.

The minimal use of foreign steel/iron under the minimal usage amount will be approved by the Engineer. The use of foreign steel/iron under the minimal usage amount does not need to be approved by the FHWA. This amount is not considered a waiver to the Buy America requirements. The Contractor must ensure that the minimal usage amount is not exceeded.

MICHIGAN
DEPARTMENT OF TRANSPORTATION

SPECIAL PROVISION
FOR
SOURCE OF CONSTRUCTION MATERIALS

CFS:JJG

1 of 2

APPR:LLR:KAS:10-19-23
FHWA:APPR:10-26-23

Add Subsection 105.11 after subsection 105.10, on page 1-60 of the Standard Specifications for Construction:

105.11. Source of Construction Materials. Provide construction materials for permanent incorporation into the work that are produced in the United States.

The manufacturing processes for each construction material are described as follows and must occur within the United States.

Construction materials include an article, material, or supply that is or consists primarily of the following:

- A. Non-ferrous metals; all manufacturing processes means melting through final shaping, coating, and assembly;
- B. Plastic and polymer-based products (including polyvinylchloride, composite building materials, and polymers used in fiber optic cables); all manufacturing processes, from initial combination of constituent plastic or polymer-based inputs, or, where applicable, constituent composite materials, until the item is in its final form;
- C. Glass (including optic glass); all manufacturing processes, from initial batching and melting of raw materials through annealing, cooling, and cutting;
- D. Lumber; all manufacturing processes, from initial debarking through treatment and planing; or
- E. Drywall; all manufacturing processes, from initial blending of mined or synthetic gypsum plaster and additives through cutting and drying of sandwiched panels.
- F. Fiber Optic Cable (including drop cable); all manufacturing processes, from the ribboning (if applicable), through buffering, fiber stranding and jacketing. All manufacturing processes also include the standards for glass and optical fiber, but not for nonferrous metals, plastic and polymer-based products, or any others;
- G. Optical Fiber; all manufacturing processes, from the initial preform fabrication stage through the completion of the draw;
- H. Engineered Wood; all manufacturing processes, from initial debarking through pressing, trimming, and sanding of glued sheets or boards;

Items that consist of two or more of the listed construction materials that have been combined together through a manufacturing process, and items that include at least one of the listed materials combined with a material that is not listed (including steel/iron) through a manufacturing process are treated as manufactured products, rather than as construction materials.

Manufactured products that are predominantly steel and/or iron must comply with 20SP-105A - Source of Steel and Iron (Buy America) and are not subject to this special provision. All other manufactured products are exempt from this special provision.

Predominately iron and/or steel means the cost of the iron and steel content exceeds 50 percent of the total cost of all its components. The cost of iron and steel is the cost of the iron or steel mill products (such as bar, billet, slab, wire, plate, sheet, etc.), castings, or forgings utilized in the manufacture of the product and a good faith estimate of the cost of iron or steel components.

The following items do not fall under the Construction Material category of Materials; cement and cementitious materials; asphalt cements; aggregates such as stone, sand, or gravel; and aggregate binding agents or additives. These Materials are not subject to this special provision.

Provide documented certification that the applicable construction materials are produced and/or manufactured in the United States per this special provision, meaning all manufacturing processes as noted above occurred in the United States.

The above requirements do not preclude a minimal use of foreign construction materials provided the total invoice cost of foreign construction materials permanently incorporated into the project does not exceed the lesser of \$1,000,000 or 5.0 percent of the total applicable costs. The Department defines the total applicable costs as the cost of materials (including the cost of any manufactured products) used in the project that are subject to a domestic preference requirement.

The minimal use of foreign construction materials under the minimal usage amount will be approved by the Engineer. The use of foreign construction materials under the minimal usage amount does not need to be approved by the FHWA. This amount is not considered a waiver to the Build America Buy America requirements. The Contractor must ensure that the minimal usage amount is not exceeded.

MICHIGAN
DEPARTMENT OF TRANSPORTATION

SPECIAL PROVISION
FOR
LABOR COMPLIANCE

COS:AS

1 of 3

APPR:JJG:RJC:03-24-20
FHWA:APPR:03-30-20

a. Description. Ensure all levels of contracting (prime, sub, sub-sub, etc.) comply with all labor compliance requirements in this contract. The Contractor is responsible for subcontractors and lower tier subcontractor labor compliance. Job site poster requirements apply to state and federally funded projects. All Contractors must insert this special provision in each subcontract and further require its inclusion in lower tier subcontracts for federal prevailing wage projects.

b. Requirements.

1. **Jobsite Posters.** All jobsite posters and employment notices required by State and Federal regulations and the contract are to be posted on the jobsite in a conspicuous area prior to the commencement of work. Ensure jobsite postings are accessible at all times.

2. **Federal Prevailing Wage Projects.** The Davis-Bacon Related Acts apply to all Contractors, and subcontractors (all tiers) performing work on federally funded or assisted construction contracts where the total construction contract price is in excess of \$2,000. Contractors and subcontractors are required to comply with *29 Code of Federal Regulations Parts 1, 3, and 5*.

The Contractor must advise subcontractors of the requirement to pay the prevailing wage rates prior to commencement of work and that all employees must cooperate during wage rate interviews.

A. **Certified Payroll Submittal Requirements.** Contractors (all tiers) must submit their certified payrolls to the prime Contractor. The submitted payrolls must accurately and completely include all information required on MDOT Form CP-347, Certified Payroll. The required weekly payroll information may be submitted on a contractor generated form but must contain all information required on Form CP-347. The first certified payroll is to be received by the Engineer within 3 weeks from the week ending in which work is performed. The 3 week period is to allow for the processing and review of the certified payrolls by the prime Contractor. The review must ensure the certified payroll is complete and contains all information required on Form CP-347. Form CP-347 is available on the MDOT forms webpage. Certified payroll information must meet the requirements of this special provision unless the contract requires payroll to be submitted through the prevailing wage and labor compliance (PWLC) system. Payroll submitted via the PWLC system must be entered into the system, certified, and approved by the prime Contractor to be considered received by the Department.

Labor compliance issues must be resolved within 60 calendar days of receiving the Departments first documented notice. The 60-day requirement may be extended based on documented mutual agreement between the Department and the Contractor.

(1) **Fringe Benefit Statements.** Contractors making payments or incurring cost to provide bona fide benefits must submit an hourly breakdown of fringe benefits paid each worker, or work classification where applicable, that must accompany the first certified payroll where fringe benefits are credited towards the prevailing wage. The Contractor must update these documents as necessary to ensure they are current throughout the working life of the contract. Failure to submit or maintain the required fringe benefit statement will constitute a payroll deficiency.

(2) **Delinquent Payroll.** Certified payrolls not submitted per subsection b.2.A of this special provision will be considered delinquent.

(3) **Deficient Payroll.** Certified payrolls that are found to be incomplete, inaccurate, or inconsistent with other project records are considered deficient.

(4) **Non-compliance Damages.** A Contractor found to be in non-compliance with the requirements of this special provision will be assessed non-compliance damages listed in Table 1, proportional to the value of their work on the contract (including subcontract, purchase order (P.O.) or invoice amount).

Table 1: Schedule of Non-Compliance Damages

Contract/Subcontract/P.O./Invoice Amount (a)	Non-compliance damages per calendar day
\$0 to 49,999	\$200
50,000 to 99,999	400
100,000 to 499,999	600
500,000 to 999,999	900
1,000,000 to 1,999,999	1,300
2,000,000 to 4,999,999	1,550
5,000,000 to 9,999,999	2,650
10,000,000 and above	3,000
Trucker	\$200
a. "Contract" amount if offending contractor is the prime contractor. "Subcontract/P.O./Invoice" amount if offending contractor is a subcontractor/vendor.	

B. Record Keeping. Maintain payrolls and basic records relating thereto (i.e. employee names, occupation, hours worked, W2, canceled checks, bank statements, etc.) by all levels of contractors during the course of work and retain for a 3-year period from the date of final estimate for all employees working on the site of work. Make these records available for inspection, copying, or transcription by the Department or its representative.

C. Short Duration Projects. The following modifications apply if the project is less than 75 calendar days in duration.

(1) **Submittal Requirements.** On short duration projects the first certified payroll is to be received by the Engineer within 2 weeks from the week ending in which work is

performed. The 2-week period is to allow for the processing and review of the certified payrolls by the Contractor. The 2-week period allows the first estimate to be paid assuming the Contractor will submit certified payrolls in a timely manner. Ensure subsequent certified payroll submissions are made weekly. Payroll submissions failing to meet the above requirements will be considered delinquent.

Labor compliance issues are to be resolved within 30 days after receiving the Department's first documented notice. The 30-day requirement may be extended based on documented mutual agreement between the Department and the Contractor.

- c. Materials.** None specified.
- d. Construction.** None specified.
- e. Measurement and Payment.** Payment for compliance with this special provision will not be made separately. Payment will be considered as part of all other pay items in the contract.

MICHIGAN
DEPARTMENT OF TRANSPORTATION

SPECIAL PROVISION
FOR
UTILIZING DISADVANTAGED BUSINESS ENTERPRISE TRUCKING VENDORS

CSD:LFS

1 of 1

APPR:JJG:MRB:11-18-21
FHWA:APPR:11-18-21

After the fifth paragraph of subsection 108.01, Subcontracting of Contract Work, of the Standard Specifications for Construction add the following:

The Contractor must provide a subcontract to the Engineer for each DBE trucking company on the project. The subcontract must be provided in advance of the work or no later than 15 calendar days of the DBE trucking company commencing work on the project.

The use of DBE trucking vendors does not apply to the limitation of subcontracting.

MICHIGAN
DEPARTMENT OF TRANSPORTATION

SPECIAL PROVISION
FOR
PROMPT PAYMENT

CFS:JJG

1 of 4

APPR:LFS:DBP:03-27-20
FHWA:APPR:03-30-20

Add the following subsection to section 109, of the Standard Specifications for Construction:

109.08 Prompt Payment.

A. Definitions.

Lower-tier subcontract. An agreement between a subcontractor of any tier and any individual or legal entity to perform a part of the subcontract work.

Lower-tier subcontractor. The individual or legal entity that performs part of the subcontract work through a lower-tier subcontract with a subcontractor.

Supplier. The individual or legal entity that agrees to provide materials or services to the prime Contractor, a subcontractor, or a lower-tier subcontractor for the performance of their contract work.

Sworn Statement. A written verification under oath reflecting all persons or entities, which have furnished labor, equipment, services or materials to a subcontractor or lower-tier subcontractor for performance of work on the project. The written verification includes union fringe benefit funds, original contract amount, current amount due, amounts paid to date and balance to finish the work for each person or entity.

Waiver of Lien. A written release and waiver of any claim or right to payment for payments actually received for labor, equipment, services or materials furnished for performance of work on the project.

The sworn statement and waiver of lien documents are used by the prime Contractor and its subcontractors for verifying payments made to lower-tier subcontractors/suppliers and are not to be submitted to the Engineer unless requested as an aid in determining an alleged prompt payment violation. These documents can be found at the following website.

<https://mdotjboss.state.mi.us/webforms/WebFormsHome.htm>

B. Progress Payments. For the first payment, or for a one time payment, the prime Contractor agrees to pay each subcontractor for the work associated with their subcontract no later than 10 calendar days from the date the prime Contractor receives payment from the Department.

For the second and subsequent payments, the prime Contractor agrees to pay each

subcontractor for the work associated with their subcontract no later than 10 calendar days from the date the prime Contractor receives payment from the Department.

The Contractor is required to provide payment information for previous payments made to all first tier subcontractors and all DBE companies (sub-subcontractors, suppliers, truckers, etc.) at any tier before the Engineer will release the third and subsequent estimates. For all subsequent progress pay estimates if 1) the Engineer payment does not include any first tier subcontractors or any DBE company payments at any tier, and 2) the previously submitted payment reporting information remains unchanged, then payment reporting in the system is not required. Reporting is required when the prime Contractor makes payments to any first tier subcontractors and any DBE companies at any tier. The payment information is provided through submittal of the information via the 2124A reporting system (MERS). System information can be found at the following web link.

<https://milogin.michigan.gov/eai/login/authenticate?URL=/>

The prime Contractor must bring any concerns about the satisfactory completion of subcontractor or lower-tier subcontractor work items, to the Engineer's attention as soon as the concern is discovered. If the work meets the requirements of satisfactory completion and the prime Contractor has been paid for that work, the Engineer must determine whether:

1. The prime Contractor has demonstrated a valid reason for withholding payment from the subcontractor or supplier, or
2. The subcontractor has demonstrated a valid reason for withholding payment from the lower-tier subcontractor or supplier.

If the Engineer determines the reason for withholding payment is valid, the Engineer will process a negative estimate to withdraw the amount involved in the complaint. If payment has not been made for the work related to the complaint, the Engineer will not include those items of work on an estimate until the issue has been resolved.

The prime Contractor remains responsible to make prompt payments on this project to their subcontractors and suppliers except as noted in subsection 109.08.D of this special provision, even if the prime Contractor is in violation of other contractual obligations and the Department is withholding payment from the prime Contractor for those violations.

The prime Contractor must include language in all subcontracts that the Department prohibits prime Contractors from holding retainage from subcontractors. All provisions of this prompt payment subsection apply to all subcontracts, lower-tier subcontracts, and supplier agreements and must be included in each subcontract for the contract, including all lower-tier subcontracts and agreements.

This prompt payment provision is a requirement of 49 CFR 26.29 and does not confer third-party beneficiary rights or other direct rights to a subcontractor against the Department. This provision applies to both DBE and non-DBE subcontractors/suppliers at all tiers.

C. Satisfactory Completion. Progress and partial payments for contract work are issued based on the satisfactory completion of work. Satisfactory completion, for purposes of this prompt payment provision, is defined as:

1. Upon preliminary review, the Engineer finds the work completed in accordance with the contract, plans, and specifications; and,
2. Required documentation, including material certifications, payrolls, submission of 2124A, etc., has been received and reviewed and found to be acceptable by the Engineer; and,
3. Required subcontractor sworn statements and waivers of lien have been provided to the prime Contractor. The prime Contractor must provide notice to the Engineer if sworn statements and waivers of lien have not been received for completed work.

The Engineer will determine if the work meets the standards of satisfactory completion.

D. Less than full payment release. The Engineer may give written approval to:

1. Delay or postpone payment from the time frames specified herein,
2. Process partial payment from the prime Contractor to a subcontractor or supplier,
3. Process partial payment from a subcontractor to a lower-tier subcontractor or supplier.

The unpaid portion will be held by the Department.

The parties may initiate whatever dispute resolution procedure is specified in their agreement or is available under Michigan law. If dispute resolution or litigation is selected, the actions by both parties must proceed in a timely manner. The result of the dispute resolution proceeding or litigation must be provided to the Engineer promptly upon the conclusion of the proceeding. The Engineer will release the disputed payment being held by the Department in accordance with the outcome of the proceedings.

E. Non-Payment Claims. The prime Contractor, subcontractor, lower-tier subcontractor or supplier must notify the alleged offending party in writing of any prompt payment violations within 30 calendar days of the date the payment was to be received. Copies of the notifications must be provided to the Engineer and the prime Contractor (only if the prime Contractor is not the offending party).

The alleged offending party must respond in writing to the claimant within 10 calendar days of receipt of the notification of failure to meet prompt payment provisions. Provide copies of the response to the Engineer, the prime Contractor (only if the prime Contractor is not the offending party), and the Engineer of Construction Field Services. The prime Contractor, subcontractor, or supplier must also provide the required sworn statements and waivers of lien from the affected subcontractor or supplier to the Engineer within 10 days of receipt of the notification. The Department will consider the failure of the alleged offending party to respond to the notification from the claimant as an admission of the prompt pay violation which may result in sanctions.

The Engineer will review the written notice and response and will verify in writing if there is a valid prompt pay violation.

Independent of all procedures and requirements in this special provision the non-payment claimant has the additional option of submitting a lien claim to the MDOT Contract Services Division. MDOT will notify the project surety of the non-payment issue. It is the responsibility

of the surety to ensure that all legitimately due payments are made. The submission of a lien claim will not nullify or affect any other requirements, obligations or procedures in this special provision.

F. Remedies. When the Engineer verifies a prompt payment violation, the prime Contractor within 5 days must propose one or a combination of any of the following actions items for review and approval by the Engineer:

1. Issue payment to the subcontractor.
2. Issue payments to a subcontractor in the form of joint checks to the subcontractor and the subcontractor's lower-tier subcontractors and/or suppliers.
3. Issue payment directly to the subcontractor's lower-tier subcontractors or suppliers.
4. Request a negative estimate to withdraw the amount confirmed in the prompt payment violation.

If the prime Contractor fails to submit a timely remedy request or obtain an approved course of action within the 5 day time period, the Engineer will direct a course of action or issue a negative estimate to withdraw the amount confirmed in the prompt payment violation.

If the prime Contractor fails to fulfill the approved or directed course of action the Engineer will impose sanctions until such time as the approved or directed course of action is completed.

Any payments to a subcontractor's lower-tier subcontractor or supplier will be issued in the amounts reflected upon the subcontractor's sworn statements or in amounts independently verified by the Engineer as being due the subcontractor's lower-tier subcontractors and suppliers for work completed. Payments to a lower-tier subcontractor or supplier will be considered payment to the subcontractor directly so that payment for the same work cannot be claimed.

Any other use of joint checks must follow current Department procedures.

G. Sanctions. Failure to comply with any of the prompt payment requirements by the prime Contractor, subcontractor, lower-tier subcontractor, or supplier may result in sanctions against the offending party. These sanctions may include, but are not limited to: withholding of estimates on projects where prompt payment violations are confirmed; reduction or removal of prequalification; and/or suspension of bidding privileges.

MICHIGAN
DEPARTMENT OF TRANSPORTATION

SPECIAL PROVISION
FOR
EROSION CONTROL, INLET PROTECTION, FABRIC DROP

COS:DMG

1 of 2

APPR:TWK:CP:03-11-20
FHWA:APPR:03-13-20

a. Description. This work consists of furnishing and installing acceptable alternatives to inlet protection devices (devices) listed in the *Soil Erosion and Sedimentation Control Manual* when the pay item Erosion Control, Inlet Protection, Fabric Drop is included in the contract.

This work consists of furnishing, installing, maintaining, disposing of collected material and removing devices at the locations shown on the plans or as directed by the Engineer.

b. Materials. The following devices are approved for use as acceptable alternatives:

1. Siltsack Type B, Regular Flow, by ACF Environmental, Inc.
2. Inlet Pro Sediment Bag, Standard Flow, with optional foam deflector by Hanes Geo Components.
3. Dandy Curb Bag, Dandy Bag, Dandy Curb Sack, Dandy Sack, or Dandy Pop by Dandy Products, Inc.
4. Basin Bag, Regular Flow by CSI Geoturf.
5. Flexstorm Catch-It and Flexstorm Pure used with filter bag types FX, FX+, FXO, PC, PC+ or IL.

Ensure provided devices are sized appropriately for the drainage structures in which they will be installed.

c. Construction. Install, maintain and remove the devices in accordance with the manufacturer's guidelines. Remove material collected by the devices in accordance with the manufacturer's guidelines or as directed by the Engineer.

Dispose of collected material in accordance with subsection 205.03.P of the Standard Specifications for Construction. Those devices that are no longer needed and have been removed may be reused elsewhere on the project as approved by the Engineer.

d. Measurement and Payment. The completed work, as described, will be measured and paid for at the contract unit price using the following pay item:

Pay Item	Pay Unit
Erosion Control, Inlet Protection, Fabric Drop.....	Each

Erosion Control, Inlet Protection, Fabric Drop will be paid for as one each for each time the alternate device listed herein is installed, maintained, and removed at a separate location within the project limits.

MICHIGAN
DEPARTMENT OF TRANSPORTATION

SPECIAL PROVISION
FOR
SAMPLING ASPHALT BINDER ON LOCAL AGENCY PROJECTS

CFS:TRC

1 of 1

APPR:JWB:KPK:02-19-20
FHWA:APPR:02-19-20

a. Description. This work consists of the Contractor taking samples of the asphalt binder and delivering the samples to the Engineer prior to incorporation into the hot mix asphalt mixture.

b. Materials. For informational purposes, original samples of asphalt binder will be taken by the Contractor and delivered to the Engineer prior to incorporation into the mixture. The frequency of sampling will be determined by the Engineer.

The Contractor must certify in writing that the materials used in the HMA mixture are from the same source as the materials used in developing the HMA mixture design and the bond coat is from an approved supplier as stated in the *Material Quality Assurance Procedures Manual*.

c. Construction. None specified.

d. Measurement and Payment. The cost of obtaining and delivering the samples to the Engineer will be included in the hot mix asphalt (HMA) pay items in the contract.

MICHIGAN
DEPARTMENT OF TRANSPORTATION

SPECIAL PROVISION
FOR
RECYCLED HOT MIX ASPHALT MIXTURE ON LOCAL AGENCY PROJECTS

CFS:KPK

1 of 2

APPR:JWB:CJB:02-26-20
FHWA:APPR:03-02-20

Add the following subsection to subsection 501.02.A.2 of the Standard Specifications for Construction.

- c. **Reclaimed Asphalt Pavement (RAP) and Binder Grade Selection.** The method for determining the binder grade in HMA mixtures incorporating RAP is divided into three categories designated Tier 1, Tier 2 and Tier 3. Each tier has a range of percentages that represent the contribution of the RAP binder toward the total binder, by weight. The tiers identified below apply to HMA mixtures with the following exception: Superpave mixture types EML, EML High Stress, EMH, EMH High Stress, and EH, EH High Stress used as leveling or top course must be limited to a maximum of 27 percent RAP binder by weight of the total binder in the mixture.

Recycled materials may be used as a substitute for a portion of the new materials required to produce HMA mixtures in accordance with contract.

- **Tier 1 (0% to 17% RAP binder by weight of the total binder in the mixture).** No binder grade adjustment is made to compensate for the stiffness of the asphalt binder in RAP.
- **Tier 2 (18% to 27% RAP binder by weight of the total binder in the mixture).** For all mixtures no binder grade change will occur in Tier 2 for all shoulder and temporary road mixtures.

Ensure the required asphalt binder grade is at least one grade lower for the low temperature than the design binder grade required for the specified project mixture type. Lowering the high temperature of the binder one grade is optional. For example, if the design binder grade for the mixture type is PG 58-22, the required grade for the binder in the HMA mixture containing RAP would be a PG 52-28 or a PG 58-28.

For Marshall Mixes, no binder grade change will be required when Average Daily Traffic (ADT) is above 7000 or Commercial Average Daily Traffic (CADT) is above 700. No binder grade change will occur for EL mixtures used as leveling or top course.

The asphalt binder grade can also be selected using a blending chart for high and low temperatures. Supply the blending chart and the RAP test data used in determining the binder selection according to *AASHTO M323*.

- **Tier 3 ($\geq 28\%$ RAP binder by weight of the total binder in the mixture).** The binder grade for the asphalt binder is selected using a blending chart for high and low temperatures per *AASHTO M323*. Supply the blending chart and the RAP test data

used in determining the binder selection.

MICHIGAN
DEPARTMENT OF TRANSPORTATION

SPECIAL PROVISION
FOR
ACCEPTANCE OF HOT MIX ASPHALT MIXTURE ON LOCAL AGENCY PROJECTS

CFS:KPK

1 of 7

APPR:CJB:JWB:02-26-20

FHWA:APPR:03-13-20

a. Description. This special provision provides sampling and testing requirements for local agency projects using the roller method and the nuclear density gauge testing. Provide the hot mix asphalt (HMA) mixture in accordance with the requirements of the standard specifications, except where modified herein.

b. Materials. Provide aggregates, mineral filler (if required), and asphalt binder to produce a mixture proportioned within the master gradation limits shown in the contract, and meeting the uniformity tolerance limits in Table 1.

Table 1: Uniformity Tolerance Limits for HMA Mixtures

Parameter		Top and Leveling Course		Base Course	
Number	Description	Range 1 (a)	Range 2	Range 1 (a)	Range 2
1	% Binder Content	-0.30 to +0.40	±0.50	-0.30 to +0.40	±0.50
2	% Passing	# 8 and Larger Sieves	±5.0	±8.0	±7.0
		# 30 Sieve	±4.0	±6.0	±6.0
		# 200 Sieve	±1.0	±2.0	±2.0
3	Crushed Particle Content (b)	Below 10%	Below 15%	Below 10%	Below 15%
a. This range allows for normal mixture and testing variations. The mixture must be proportioned to test as closely as possible to the Job-Mix-Formula (JMF).					
b. Deviation from JMF.					

Parameter number 2 as shown in Table 1 is aggregate gradation. Each sieve will be evaluated on one of the three gradation tolerance categories. If more than one sieve is exceeding Range 1 or Range 2 tolerances, only the one with the largest exceedance will be counted as the gradation parameter.

The master gradation should be maintained throughout production; however, price adjustments will be based on Table 1. Aggregates which are to be used in plant-mixed HMA mixtures must not contain topsoil, clay, or loam.

c. Construction. Submit a Mix Design and a JMF to the Engineer. Do not begin production and placement of the HMA until receipt of the Engineer's approval of the JMF. Maintain the binder content, aggregate gradation, and the crushed particle content of the HMA mixture within the Range 1 uniformity tolerance limits in Table 1. For mixtures meeting the definition of top or leveling course, field regress air void content to 3.5 percent with liquid asphalt cement unless specified otherwise on HMA application estimate. For mixtures meeting the definition of base course, field regress air void content to 3.0 percent with liquid asphalt cement unless specified

otherwise on HMA application estimate.

Ensure all persons performing Quality Control (QC) and Quality Assurance (QA) HMA field sampling are "Local Agency HMA Sampling Qualified" samplers. At the pre-production or preconstruction meeting, the Engineer will determine the method of sampling to be used. Ensure all sampling is done in accordance with *MTM 313 (Sampling HMA Paving Mixtures)* or *MTM 324 (Sampling HMA Paving Mixtures Behind the Paver)*. Samples are to be taken from separate hauling loads.

For production/mainline type paving, obtain a minimum of two samples, each being 20,000 grams, each day of production, for each mix type. The Engineer will sample and maintain possession of the sample. Sampling from the paver hopper is prohibited. Each sample will be divided into two 10,000 gram parts with one part being for initial testing and the other part being held for possible dispute resolution testing. Obtain a minimum of three samples for each mix type regardless of the number of days of production.

Obtain samples that are representative of the day's paving. Sample collection is to be spaced throughout the planned tonnage. One sample will be obtained in the first half of the tonnage and the second sample will be obtained in the second half of the tonnage. If planned paving is reduced or suspended, when paving resumes, the remaining sampling must be representative of the original intended sampling timing.

Ensure all persons performing testing are Bit Level One certified or Bit QA/QC Technician certified.

Ensure daily test samples are obtained, except, if the first test results show that the HMA mixture is in specification, the Engineer has the option of not testing additional samples from that day.

At the pre-production or preconstruction meeting, the Engineer and Contractor will collectively determine the test method for measuring asphalt content (AC) using *MTM 319 (Determination of Asphalt Content from Asphalt Paving Mixtures by the Ignition Method)* or *MTM 325 (Quantitative Extraction of Bitumen from HMA Paving Mixtures)*. Back calculation will not be allowed for determining asphalt content.

Ensure all labs performing local agency acceptance testing are qualified labs per the *HMA Production Manual* and the *Michigan Quality Assurance Procedures Manual*, and participate in the MDOT round robin process, or they must be *AASHTO Materials Reference Laboratory* (AMRL) accredited for *AASHTO T30* or *T27*, and *AASHTO T164* or *T308*. Ensure on non-National Highway System (NHS) routes, Contractor labs are made available, and may be used, but they must be qualified labs as previously stated. Contractor labs may not be used on NHS routes. Material acceptance testing will be completed by the Engineer within 14 calendar days, except holidays and Sundays, for projects with less than 5,000 tons (plan quantity) of HMA and within 7 calendars days, except holidays and Sundays, for projects with 5,000 tons (plan quantity) or more of HMA, after the Engineer has obtained the samples. QA test results will be provided to the Contractor after the Engineer receives the QC test results. Failure on the part of the Engineer or the laboratory to provide QA test results within the specified time frame does not relieve the Contractor of their responsibility to provide an asphalt mix within specifications.

The correlation procedure for ignition oven will be established as follows. Asphalt binder content based on ignition method from *MTM 319*. Gradation (*ASTM D5444*) and Crushed particle content (*MTM 117*) based on aggregate from *MTM 319*. The incineration temperature will be established

at the pre-production meeting. The Contractor will provide a laboratory mixture sample to the acceptance laboratory to establish the correction factor for each mix. Ensure this sample is provided to the Engineer a minimum of 14 calendar days prior to production.

For production/mainline type paving, the mixture may be accepted by visual inspection up to a quantity of 500 tons per mixture type, per project (not per day). For non-production type paving defined as driveways, approaches, and patching, visual inspection may be allowed regardless of the tonnage.

The mixture will be considered out-of-specification, as determined by the acceptance tests, if for any one mixture, two consecutive tests per parameter, (for Parameter 2, two consecutive aggregate gradations on one sieve) are outside Range 1 or Range 2 tolerance limits. If a parameter is outside of Range 1 tolerance limits and the second consecutive test shows that the parameter is outside of Range 2, then it will be considered to be a Range 1 out-of-specification. Consecutive refers to the production order and not necessarily the testing order. Out-of-specification mixtures are subject to a price adjustment per the Measurement and Payment section of this special provision.

Contractor operations will be suspended when the mixture is determined to be out-of-specification, but contract time will continue to run. The Engineer may issue a Notice of Non-Compliance with Contract Requirements (Form 1165), if the Contractor has not suspended operations and taken corrective action. Submit a revised JMF or proposed alterations to the plant and/or materials to achieve the JMF to the Engineer. Effects on the Aggregate Wear Index (AWI) and mix design properties will be taken into consideration. Production and placement cannot resume until receipt of the Engineer's approval to proceed.

Pavement in-place density will be measured using one of two approved methods. The method used for measuring in-place density will be agreed upon at a pre-production or preconstruction meeting.

Pavement in-place density tests will be completed by the Engineer during paving operations and prior to traffic staging changes. Pavement in-place density acceptance testing will be completed by the Engineer prior to paving of subsequent lifts and being open to traffic.

Option 1 - Direct Density Method

Use of a nuclear density gauge requires measuring the pavement density using the Gmm from the JMF for the density control target. The required in-place density of the HMA mixture must be 92.0 to 98.0 percent of the density control target. Nuclear density testing and frequency will be in accordance with the *MDOT Density Testing and Inspection Manual*.

Option 2 - Roller Method

The Engineer may use the Roller Method with a nuclear or non-nuclear density gauge to document achieving optimal density as discussed below.

Use of the density gauge requires establishing a rolling pattern that will achieve the required in-place density. The Engineer will measure pavement density with a density gauge using the Gmm from the JMF for the density control target.

Use of the Roller Method requires developing and establishing density frequency curves, and

meeting the requirements of Table 2. A density frequency curve is defined as the measurement and documentation of each pass of the finished roller until the in-place density results indicate a decrease in value. The previous recording will be deemed the optimal density. The Contractor is responsible for establishing and documenting an initial or QC rolling pattern that achieves the optimal in-place density. When the density frequency curve is used, the Engineer will run and document the density frequency curve for each half day of production to determine the number of passes to achieve the maximum density. Table 5, located at the end of this special provision, can be used as an aid in developing the density frequency curve. The Engineer will perform density tests using an approved nuclear or non-nuclear gauge per the manufacturer's recommended procedures.

Table 2: Minimum Number of Rollers Recommended Based on Placement Rate

Average Laydown Rate, Square Yards per Hour	Number of Rollers Required (a)	
	Compaction	Finish
Less than 600	1	1 (b)
601 - 1200	1	1
1201 - 2400	2	1
2401 - 3600	3	1
3601 and More	4	1
a. Number of rollers may increase based on density frequency curve.		
b. The compaction roller may be used as the finish roller also.		

After placement, roll the HMA mixture as soon after placement as the roller is able to bear without undue displacement or cracking. Start rolling longitudinally at the sides of the lanes and proceed toward the center of the pavement, overlapping on successive trips by at least half the width of the drum. Ensure each required roller is 8 tons minimum in weight unless otherwise approved by the Engineer.

Ensure the initial breakdown roller is capable of vibratory compaction and is a maximum of 500 feet behind the paving operations. The maximum allowable speed of each roller is 3 miles per hour (mph) or 4.5 feet per second. Ensure all compaction rollers complete a minimum of two complete rolling cycles prior to the mat temperature cooling to 180 degrees Fahrenheit (F). Continue finish rolling until all roller marks are eliminated and no further compaction is possible. The Engineer will verify and document that the roller pattern has been adhered to. The Engineer can stop production when the roller pattern is not adhered to.

d. Measurement and Payment. The completed work, as described, will be measured and paid for using applicable pay items as described in subsection 501.04 of the Standard Specifications for Construction, or the contract, except as modified below.

Base Price. Price established by the Department to be used in calculating incentives and adjustments to pay items and shown in the contract.

If acceptance tests, as described in section c. of this special provision, show that a Table 1 mixture parameter exceeds the Range 1, but not the Range 2, tolerance limits, that mixture parameter will be subject to a 10 percent penalty. The 10 percent penalty will be assessed based on the acceptance tests only unless the Contractor requests that the 10,000 gram sample part retained for possible dispute resolution testing be tested. The Contractor has 4 calendar days from receipt

of the acceptance test results to notify the Engineer, in writing, that dispute resolution testing is requested. The Contractors QC test results for the corresponding QA test results must result in an overall payment greater than QA test results otherwise the QA tests will not be allowed to be disputed. The Engineer has 4 calendar days to send the dispute resolution sample to the lab once dispute resolution testing is requested. The dispute resolution sample will be sent to an independent lab selected by the Local Agency, and the resultant dispute test results will be used to determine the penalty per parameter, if any. Ensure the independent lab is a MDOT QA/QC qualified lab or an AMRL HMA qualified lab. The independent lab must not have conflicts of interest with the Contractor or Local Agency. If the dispute testing results show that the mixture parameter is out-of-specification, the Contractor will pay for the cost of the dispute resolution testing and the contract base price for the material will be adjusted, based on all test result parameters from the dispute tests, as shown in Table 3 and Table 4. If the dispute test results do not confirm the mixture parameter is out-of-specification, then the Local Agency will pay for the cost of the dispute resolution testing and no price adjustment is required.

If acceptance tests, as described in section c. of this special provision, show that a Table 1 mixture parameter exceeds the Range 2 tolerance limits, the 10,000 gram sample part retained for possible dispute resolution testing will be sent, within 4 calendar days, to the MDOT Central Laboratory for further testing. The MDOT Central Laboratory's test results will be used to determine the penalty per mixture parameter, if any. If the MDOT Central Laboratory's results do not confirm the mixture parameter is out-of-specification, then no price adjustment is required. If the MDOT Central Laboratory's results show that the mixture is out-of-specification and the Engineer approves leaving the out-of-specification mixture in place, the contract base price for the material will be adjusted, based on all parameters, as shown in Table 3 and Table 4.

In the case that the Contractor disputes the results of the test of the second sample obtained for a particular day of production, the test turn-around time frames given would apply to the second test and there would be no time frame on the first test.

The laboratory (MDOT Central Laboratory or independent lab) will complete all Dispute Resolution testing and return test results to the Engineer, who will provide them to the Contractor, within 13 calendar days upon receiving the Dispute Resolution samples.

In all cases, when penalties are assessed, the penalty applies to each parameter, up to two parameters, that is out of specification.

Table 3: Penalty Per Parameter

Mixture Parameter out-of-Specification per Acceptance Tests	Mixture Parameter out-of-Specification per Dispute Resolution Test Lab	Price Adjustment per Parameter
No	N/A	None
Yes	No	None
	Yes	Outside Range 1 but not Range 2: decrease by 10%
		Outside Range 2: decrease by 25%

The quantity of material receiving a price adjustment is defined as the material produced from the time the first out-of-specification sample was taken until the time the sample leading to the first in-specification test was taken.

Each parameter of Table 1 is evaluated with the total price adjustment applied to the contract base price based on a sum of the two parameter penalties resulting in the highest total price adjustment as per Table 4. For example, if three parameters are out-of-specification, with two parameters outside Range 1 of Table 1 tolerance limits, but within Range 2 of Table 1 limits and one parameter outside of Range 2 of Table 1 tolerance limits and the Engineer approves leaving the mixture in place, the total price adjustment for that quantity of material is 35 percent.

Table 4: Calculating Total Price Adjustment

Cost Adjustment as a Sum of the Two Highest Parameter Penalties		
Number of Parameters Out-of-Specification	Range(s) Outside of Tolerance Limits of Table 1 per Parameter	Total Price Adjustment
One	Range 1	10%
	Range 2	25%
Two	Range 1 and Range 1	20%
	Range 1 and Range 2	35%
	Range 2 and Range 2	50%
Three	Range 1, Range 1 and Range 1	20%
	Range 1, Range 1 and Range 2	35%
	Range 1, Range 2 and Range 2	50%
	Range 2, Range 2 and Range 2	50%

Table 5: Density Frequency Curve Development

Tested by: _____ Date/Time: _____

Route/Location:		Air Temp:
Control Section/Job Number:		Weather:
Mix Type:	Tonnage:	Gauge:
Producer:	Depth:	Gmm:

Roller #1 Type: _____

Pass No.	Density	Temperature	Comments
1			
2			
3			
4			
5			
6			
7			
8			
Optimum			

Roller #2 Type: _____

Pass No.	Density	Temperature	Comments
1			
2			
3			
4			
5			
6			
7			
8			
Optimum			

Roller #3 Type: _____

Pass No.	Density	Temperature	Comments
1			
2			
3			
4			
5			
6			
7			
8			
Optimum			

Summary: _____

MICHIGAN
DEPARTMENT OF TRANSPORTATION

SPECIAL PROVISION
FOR
BACKFILL FOR CONCRETE CURB, GUTTER, AND DIVIDERS

CFS:JJG

1 of 1

APPR:DMG:DBP:02-16-23
FHWA:APPR:02-21-23

Delete subsection 802.04.H, on page 8-7 of the Standard Specifications for Construction, in its entirety and replace with the following:

- H. **Backfill.** Unless the contract includes separate pay items for backfill, the unit price for other items of work will include the cost of backfill.

MICHIGAN
DEPARTMENT OF TRANSPORTATION

SPECIAL PROVISION
FOR
PAVEMENT MARKING EQUIPMENT

PMK:MKB

1 of 2

APPR:MWB:DBP:06-07-23
FHWA:APPR:06-20-23

Delete subsection 811.03.A on page 623 of the Standard Specifications for Construction in its entirety and replace it with the following:

- A. **Equipment.** Provide self-propelled equipment certified by the Department in accordance with MDOT's *Equipment Certification Guidelines – Pavement Markings* for longitudinal striping on roadways. Certification is effective for 2 years. The Engineer may approve other equipment for special markings, parking lots, or areas inaccessible to self-propelled pavement marking equipment.

Apply longitudinal lines using certified self-propelled pavement marking equipment equipped with at least two binder tanks (plus a third catalyst tank for plural component materials) each having a capacity of at least 100 gallons and, if a double drop of two different optics is required, at least two optics tanks that may be utilized at the same time and have enough capacity to match the operating duration of 100 gallon binder tanks. Operate marking equipment at no greater than the certified speed. The Engineer will assume that a striper operating above the certified working speed has operated at that speed for the entire day.

The Department may inspect the equipment at any time.

Use equipment capable of uniformly applying material to the required length and width.

Combination lines (double solid, solid and broken, double broken) must be placed in a single pass utilizing a multi-gun system. If the project calls for 4-inch width centerlines, provide equipment for placing centerlines equipped to apply three 4-inch-minimum-width lines on a two-lane road in one pass. If applying multiple centerlines, use three spray guns positioned 6 inches on center. If the project calls for 6-inch width centerlines, provide equipment for placing centerlines equipped to apply two 6-inch-minimum-width lines on a two-lane road in one pass. If applying multiple centerlines, use two spray guns positioned 10 inches on center. For two-lane freeways, apply the lane line from the left lane. For freeways with at least three lanes, apply the right lane line with the right edgeline when the right lane line and edgeline are the same material.

Use an easily adjusted, dashing mechanism to retrace existing lane or centerline markings.

Use a self-propelled pavement marker equipped to mark pavement in either direction on a roadway. Provide equipment setup to apply markings off both sides of the truck simultaneously when not striping in a recess. The driver's side carriage must be equipped with a dedicated white gun along with the yellow guns. The truck must also be

equipped with blowers in front of the gun carriages with the air supply produced by a minimum 185 cfm compressor. If striping contraflow to traffic, a lane closure must be utilized. Use a continuous skip cycle. Do not zero or return the cycle control unit to the beginning or start of a new cycle.

Provide a distance meter to measure the length of each line.

The Engineer may check the calibration of metering devices at any time. If the Engineer determines that the equipment is unsatisfactory, use other methods approved by the Engineer.

Use equipment for placing hot-applied thermoplastic and sprayable thermoplastic material that can maintain the temperature recommended by the material manufacturer.

Allow time for the Engineer to inspect traffic control devices as shown in MDOT's *Pavement Marking Convoy Typical*s or the project plans prior to marking applications and make any corrections as directed by the Engineer before continuing. If applying markings on a roadway closed to traffic, the traffic control devices specified in MDOT's *Pavement Marking Convoy Typical*s are not required, unless otherwise directed by the Engineer.

The equipment must have the following minimum safety equipment: a backup camera; strobes on the front, rear and midpoint of the truck bed; flood lights for night work; and flashers on the gun carriages.

MICHIGAN
DEPARTMENT OF TRANSPORTATION

SPECIAL PROVISION
FOR
RECESSED PAVEMENT MARKINGS

PMK:MKB

1 of 1

APPR:MWB:DBP:11-09-23
FHWA APPR:11-20-23

Delete subsection 811.03.G.1 on page 8-69 of the Standard Specifications for Construction in its entirety and replace it with the following:

1. **Grooving Concrete and Hot Mix Asphalt Pavement.** If there are no markings on the pavement, it is the Contractor's responsibility to layout and groove exactly where the permanent markings will be placed. If there are temporary painted pavement markings in the correct location, use these lines as a template for the grooving operation. If there are existing permanent pavement markings in place, remove them in accordance with subsection 812.03.F prior to grooving operations. The removal of any existing pavement markings will be paid for separately.

Use equipment and methods approved by the manufacturer of the pavement marking material to be recessed for forming grooves in pavement surfaces. Dry-cut the grooves in a single pass using self-vacuuming equipment capable of producing a finished groove ready for pavement marking material installation. Utilize stacked diamond cutting heads on all new HMA and PCC surfaces. Substituting polycrystalline diamond (PCD) cutting heads is allowable for HMA and PCC pavements that have been in place for over 1 year and on high friction surfacing installations of any age.

Ensure that the bottom of the groove has a fine corduroy finish. If a coarse tooth pattern results, increase the number of blades and decrease the spaces on the cutting head until the required finish is achieved.

MICHIGAN
DEPARTMENT OF TRANSPORTATION

SPECIAL PROVISION
FOR
INDUSTRIAL BY-PRODUCTS AND BENEFICIAL RE-USE

HYD:HLZ

1 of 1

APPR:JJG:JFS:04-02-20
FHWA:APPR:04-03-20

a. Description. For this project, regardless of the application, the use of industrial by-products covered in 2014 PA 178 is prohibited unless the use and application of a particular material is covered elsewhere in the contract.

MICHIGAN
DEPARTMENT OF TRANSPORTATION

SPECIAL PROVISION
FOR
AGGREGATE, 46G

CFS:JJG

1 of 1

APPR:SAG:DMG:02-15-22
FHWA:APPR:02-16-22

Delete the last row of Table 902-2 in subsection 902 of the Standard Specifications for Construction in its entirety and replace with the following:

Open-graded aggregates	46G	80	45	—	—	—
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MICHIGAN
DEPARTMENT OF TRANSPORTATION

SPECIAL PROVISION
FOR
MIXING PORTLAND CEMENT CONCRETE

CFS:JFS

1 of 1

APPR:CPM:TEB:12-17-21
FHWA:APPR:12-20-21

Add the following paragraph to subsection 1001.03.E.1 of the Standard Specifications for Construction:

Weigh and batch each material into its respective weighing device within the tolerance from the individual batch weights or quantities documented in the approved JMF as follows:

- a. Cementitious Materials. Provide cementitious materials within -2.0 percent to +5.0 percent of the required weight.
- b. Aggregates. Provide aggregate within ± 3.0 percent of the required weight.
- c. Water. Provide net water to not exceed the required water quantity and the required maximum water/cementitious ratio (w/cm).
- d. Air Entraining Admixtures. Provide the necessary quantity or dosage rate per 100 pounds of cementitious material to achieve the required air content of fresh concrete.
- e. Other Admixtures. Provide water-reducing and other admixtures within ± 3.0 percent of the required quantity.

MICHIGAN
DEPARTMENT OF TRANSPORTATION

SPECIAL PROVISION
FOR
**ALKALI SILICA REACTIVITY OF FINE AGGREGATE USED IN PORTLAND
CEMENT CONCRETE**

CFS:CPM

1 of 2

APPR:TES:JFS:05-19-20
FHWA:APPR:05-27-20

a. Description. This special provision sets out the requirements for all fine aggregate used in Portland cement concrete (PCC) mixtures to be tested by an independent testing laboratory and determined to be resistant to the potential for deleterious expansion caused by alkali-silica reactivity (ASR). ASR testing is not required for concrete pavement repairs, temporary concrete pavements, and other items covered by the contract.

Except as explicitly modified by this special provision, all materials, test methods, and PCC mixture requirements of the standard specifications and the contract apply.

b. Definition. ASR is a chemical reaction which occurs over time within concrete between highly alkaline cement paste and reactive forms of silica found in some aggregates. In the presence of moisture, an expansive ASR gel is formed which can exert pressure within the concrete, causing random cracking and premature deterioration of the concrete.

c. Laboratory Requirements. The independent laboratory, including all associated testing equipment and staff performing ASR testing of aggregates, must be proficient in ASR testing in accordance with the applicable test methods and procedures. The laboratory must provide documentation to the Regions that they are qualified and proficient to conduct ASR testing in accordance with the required test procedures.

d. Laboratory Testing Requirements. Perform testing on fine aggregate proposed to be used in any PCC Job Mix Formula (JMF). The Contractor must ensure the testing is conducted in accordance with a designated standard test procedure described herein. Test results must conform to the specified criterion for one of the following standard test methods. The Rounding Method described in *ASTM E29* must be used when reporting expansion test results.

(1) Method 1. *ASTM C1293*. Concrete Prism Test. If the expansion of concrete prisms is not greater than 0.040 percent (rounded to the nearest 0.001 percent) after 1 year, the fine aggregate is considered non-deleterious to ASR and may be used in the JMF.

(2) Method 2. *ASTM C1567*. Mortar Bar Test. If no previous test data are available for the fine aggregate that shows it is resistant to ASR using Method 1, above, replace 25 to 40 percent of the Portland cement in the concrete mixture with a supplementary cementitious material (slag cement or fly ash). A blended cement meeting the requirements of *ASTM C595/C595M* containing the above Portland cement and supplementary cementitious material proportions may also be used.

Demonstrate the ability of the supplementary cementitious material to control the deleterious expansion caused by ASR by molding and testing mortar bars in accordance with the standard

test method described in *ASTM C1567* using the mix proportions and constituent sources for both the aggregates and the cementitious materials that will be used for the project. Make at least three test specimens for each cementitious materials-aggregate combination. If the average of three mortar bars for a given cementitious materials-aggregate combination produces an expansion less than 0.10 percent (rounded to the nearest 0.01 percent) at 14 days of immersion, the JMF associated with that combination will be considered non-deleterious to ASR. If the average expansion is 0.10 percent (rounded to the nearest 0.01 percent) or greater, the JMF associated with that combination will be considered not sufficient to control the deleterious expansion caused by ASR and the JMF will be rejected.

(3) Method 3. *ASTM C1260*. Mortar Bar Test. If the expansion of the mortar bars is less than 0.10 percent (rounded to the nearest 0.01 percent) at 14 days of immersion, the fine aggregate is considered non-deleterious to ASR and may be used in the concrete without the need for ASR mitigation.

The Engineer will not approve the use of the JMF if the expansion exceeds the threshold limits for the respective *ASTM* test method used. The test results and report are valid for 2 years from the completion of testing.

e. Submittals. A current ASR test report for the fine aggregate proposed to be used in the Job Mix Formula (JMF) must accompany each JMF. Ensure the ASR test report is accompanied by a certification stating which test procedure was followed and that all testing was conducted in accordance with the designated standard test procedure.

f. Measurement and Payment. All materials, labor, equipment, and laboratory facilities necessary to complete the work in accordance with this special provision is included in other contract pay items and no additional compensation will be permitted.

MICHIGAN
DEPARTMENT OF TRANSPORTATION

SPECIAL PROVISION
FOR
**QUALITY INDEX FOR PORTLAND CEMENT CONCRETE (FOR LOCAL AGENCY
PROJECTS ONLY)**

CFS:CPM

1 of 4

APPR:TES:JFS:05-28-20

FHWA:APPR:06-04-20

a. Description. This special provision establishes pay factor and price adjustments for Portland cement concrete (PCC) based on Quality Assurance (QA) testing of 28-day compressive strength and fresh concrete air content of PCC. Perform all work in accordance with the standard specifications and this special provision.

b. Materials. Mixture requirements will be in accordance with section 1004 of the Standard Specifications for Construction, unless otherwise specified in the contract.

c. Sampling. Sampling will be in accordance with subsections 1003.03.H and 1003.03.L of the Standard Specifications for Construction, except as modified herein. A sample is defined as a representative quantity of concrete taken during production which is used to measure the quality characteristics for the concrete. Compressive strength specimens for each sample consist of two cylinders, either 4-inch by 8-inch or 6-inch by 12-inch. A random number will be generated for each respective subplot. The sampling frequency for a production lot is one QA sample per subplot.

See subsection 1003.03.J in the Standard Specifications for Construction for reduced sampling and testing for small incidental quantities.

d. Quality Index Analysis. The Engineer's QA test results will be used to determine the pay factor (PF) and price adjustment (ADJ). The Contractor QC test results will be not used for PF and ADJ analysis. The Engineer will complete PF and ADJ analysis within 7 working days after completion of all 28-day compressive strength testing for the represented production lot or quantity of concrete. All values of PF and OLPF in these formulas are decimal, not percent. All values of PF and OLPF are rounded to two decimal places.

Table 1: Quality Index Parameter Specification Limits

Quality Characteristic	Specification Limits
Air Content of Fresh Concrete (percent)	5.5 – 8.5
Rejection Limit (percent)	<5.0 or >9.0
Conc. Temp. (deg. F)	45 - 90 at time of placement
Slump (max.) (inch)	See footnotes a through l in Table 1004-1 of the Standard Specifications for Construction
28-day Compressive Strength (psi)	For LSL see Table 2
Rejection Limit - 28-day Compressive Strength	See Table 2

Table 2: Quality Index Parameter Specification Limits for 28-Day Compressive Strength

Parameter	Grade of Concrete						
	3000	3500	3500HP	4000	4000HP	4500	4500HP
Lower Specification Limit (psi)	3000	3500	3500	4000	4000	4500	4500
Rejection Limit for an Individual Strength Sample Test Result (psi)	2500	3000	3000	3500	3500	4000	4000

1. Pay Factor for 28-Day Compressive Strength (PF_s). (not to exceed 1.00)

$$PF_s = (\text{QA Test Strength}) / \text{LSL}$$

Where:

QA Test Strength = QA 28-day compressive strength sample test result.

LSL = Lower specification limit (see Table 2).

If the tested strength does not meet the rejection limit specified in Table 2, the Engineer will require additional evaluation as described in section e of this special provision.

2. Pay Factor for Air Content of Fresh Concrete (PF_{ac}). The pay factor for air content of fresh concrete (PF_{ac}) will be in accordance with Table 3.

Table 3: Air Content of Fresh Concrete Pay Factor (PF_{ac})

Air Content of Fresh Concrete (percent)	Pay Factor (PF_{ac})
5.5 – 8.5	1.00
5.0 – 5.4	0.50
Below 5.0	Rejection
8.6 – 9.0	0.75
Above 9.0	Rejection

If the air content of fresh concrete is below 5.0 or above 9.0 percent, the Engineer will elect to do one of the following:

A. Require removal and replacement of the entire quantity of concrete represented by the test with new testing conducted on the replacement concrete and repeat the evaluation procedure.

B. Allow submittal of a corrective action plan for the Engineer's approval. If the Engineer does not approve the plan for corrective action, subsection d.2.A. will be applied. All costs associated with plan submittal and corrective action under this subsection will be borne by the Contractor.

3. Overall Lot Pay Factor (OLPF). Use the following formula to determine the OLPF and ADJ. The OLPF will not exceed 1.00:

$$\text{OLPF} = (0.60 \times \text{PF}_s) + (0.40 \times \text{PF}_{ac})$$

Where:

PF_{ac} = Pay factor for Air Content (see Table 3)

4. Price Adjustment (ADJ). Use the following formula to determine the ADJ.

$$\text{ADJ} = (\text{OLPF} - 1)(\text{Price})$$

5. Price Adjustment for Small Incidental Quantities. Price adjustment for 28-day compressive strength deficiencies will be based on test results for the corresponding weekly QA test specimens and the pay factor (PF_s) calculated in accordance with the formula defined in subsection d.1. The price adjustment is calculated by the following equation:

$$(\text{ADJ}) = (\text{PF}_s - 1)(\text{Price})$$

Where:

ADJ = Price adjustment per pay unit to be applied to the quantity represented by the QA test.

PF_s = Pay Factor for 28-day compressive strength (not to exceed 1.00).

Price = Base price when established for the pay item or the Contractors unit price bid when concrete is included in another pay item without a base price.

e. Evaluation of Rejectable Concrete. The Engineer will require additional evaluation to decide what further action may be warranted. Acceptance for air content of fresh concrete will be based on QA test results reported at the time of concrete placement.

If the Engineer determines that non-destructive testing (NDT) is appropriate, this work will be done by the Contractor in the presence of the Engineer within 45 calendar days of concrete placement. All costs associated with this work will be borne by the Contractor. Ensure complete set of non-destructive tests is conducted (in accordance with the respective standard test method) at a minimum three randomly selected locations. If NDT is used to estimate the in-situ strength, a calibrated relationship between the project job mix formula (JMF) under evaluation and the NDT apparatus must have been established prior to NDT testing in accordance with its respective standard test method.

If the 28-day compressive strength QA test results show that the rejection limit (as specified in Table 2) has not been achieved, the quantity of concrete under evaluation will be rejected and the Engineer will require additional evaluation to decide what further action may be warranted.

Propose an evaluation plan and submit it to the Engineer for approval before proceeding. The results from NDT will be used only to decide what further action is required. This determination will be made by the Engineer, as follows:

1. For Non-structural Concrete. If no test result from non-destructive testing falls below the lower specification limit (LSL) 28-day compressive strength, the represented quantity of

concrete under evaluation will remain in place and a pay factor for 28-day compressive strength (PF_s) of 1.00 will be applied for overall lot pay factor (OLPF) and price adjustment (ADJ) determinations in accordance with section d of this special provision.

2. For Structural Concrete (including overhead sign foundations). If no test result from non-destructive testing falls below the lower specification limit (LSL), the represented quantity of concrete under evaluation will remain in place and a pay factor for 28-day compressive strength (PF_s) of 0.85 will be applied for overall lot pay factor (OLPF) and price adjustment (ADJ) determinations will be in accordance with section d of this special provision.

3. If one or more of the non-destructive test results fall below the lower specification limit (LSL) 28-day compressive strength, the Engineer may elect to do one of the following:

A. Require removal and replacement of the entire rejected quantity of concrete, including new initial tests for quality index analysis conducted in accordance with section d of this special provision.

B. Allow the Contractor to submit a plan for corrective action, for the Engineer's approval, to address the disposition of the rejected concrete. If the Engineer does not approve the plan for corrective action, subsection e.3.A of this special provision will be applied. All costs associated with plan submittal and corrective action under this subsection will be borne by the Contractor.

C. Allow the in-situ quantity of concrete under evaluation to remain in place and a pay factor (PF_s) of 0.50 will be applied for overall lot pay factor (OLPF) and price adjustment (ADJ) determinations will be in accordance with section d of this special provision.

f. Measurement and Payment. If a price adjustment is made for reasons included in this special provision, that adjustment will be made using the base price established for the specific item. If a contract unit price requires adjustment for other reasons not described in this special provision, the adjustments will be made using the original unit price and the adjustments will be cumulative.

MICHIGAN
DEPARTMENT OF TRANSPORTATION
SUPPLEMENTAL SPECIFICATION
FOR
ERRATA TO THE 2020 STANDARD SPECIFICATIONS

1 of 10

12-01-23

Page	Subsection	Errata
1-06	101.02	Delete the second abbreviation of the list on this page reading: "IES Illuminating Engineering Society
1-06	101.02	Add the abbreviation to the list on this page reading: "IESNA Illuminating Engineering Society of North America
1-83	108.05.A.2	In the first paragraph of this subsection change the language "MDOT Form 1130" to read "MDOT Form 1130A".
1-88	108.08.D	Move the last paragraph of this subsection to the left one indent to align with the first paragraph of the subsection and not with the subsection 108.08.D.3.
2-29	205.03.P.1	Delete the first sentence of this subsection and replace with the following: "Do not dispose of material, temporarily or permanently, beyond the normal plan fill slope across wetlands or floodplains."
2-30	205.03.P.2	Delete the first sentence of this subsection and replace with the following: "Do not dispose of material, temporarily or permanently, in wetlands or floodplains."
2-30	205.03.P.3	Delete the second paragraph of this subsection and replace with the following: "Contact the appropriate regulatory agencies to determine whether an area is a regulated wetland or floodplain before disposing of surplus or unsuitable material in areas outside the right-of-way and not shown on the plans as disposal sites."
2-30	205.03.P.3	Delete the first sentence of the third paragraph of this subsection and replace with the following: "Immediately move to an upland site any surplus or unsuitable material that was disposed of in portions of wetlands or floodplains not shown on the plans as disposal sites, at no additional cost to the Department."
2-30	205.03.P.4	Delete the first sentence of this subsection and replace with the following:

“The Department will notify the applicable regulatory agencies if the Department becomes aware that the Contractor disposed of surplus or unsuitable material in portions of a wetland or floodplain not shown on the plans.”

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| 3-31 | 308.04.D | Change the subsection title from “D. General. ” to read “A. General. ” |
| 4-7 | 401.03.E | Delete the third sentence of the second paragraph of this subsection and replace with the following:
“Use precast or cast-in-place footings for precast end sections as required.” |
| 4-8 | 401.03.E | Delete the first sentence of the fourth paragraph on this page of this subsection and replace with the following:
“When discharging stormwater directly to waters of the state, permanently label all end sections or other piped points of stormwater entry with “MDOT” or the local agency’s name in a conspicuous location that will remain visible after construction.” |
| 4-11 | 401.04 | Change the eighth pay item from the bottom of the list on this page to read as follows:
Culv End Sect __ inch, Grate.....Each |
| 4-12 | 401.04.C.4 | Change this subsection to read:
“The Engineer will measure Culv End Sect __ inch, Grate by each as shown on the plans for the size of grate required.” |
| 4-21 | 402.03 | Add a new subsection to the end of subsection 402.03 on this page reading as follows:
“K. Outfall Labeling. Label all stormwater outfalls directly discharging to waters of the state in accordance with subsection 401.03.E. |
| 4-39 | 406.02 | Change the third line in the list of materials to read:
Coarse Aggregate 6A, 6AA, 17A.....902 |
| 4-41 | 406.03.A.3 | Delete the third paragraph of this subsection and replace with the following:
“Design joints between adjacent box culvert sections in accordance with Section 9 of ASTM C1577 and to accommodate the joint sealing material in accordance with section 914 as applicable.” |
| 4-50 | 406.03.G.3 | Change the first sentence of the first paragraph to read:
“Unless otherwise shown on the plans, construct culvert bedding for box culverts by placing a 9-inch-thick layer of 46G aggregate, covered with a 3-inch-thick layer of 34G, 34R aggregate, or approved equal.” |
| 4-51 | 406.03.G.3 | Add the following sentence to the end of the second paragraph of this subsection: |

"The cold applied joint sealer must completely cover the external rubber gasket with the placement limits matching the width of the geotextile blanket."

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| 4-52 | 406.04.B | In the second paragraph of this subsection delete the first sentence and replace with the following:
"The Department will pay separately for cast-in-place concrete, other than for culvert segments, headwalls, wingwalls, aprons, and curtain walls." |
| 5-26 | 502.02 | Delete the first sentence of the subsection and the listed materials in this subsection. |
| 5-26 | 502.02.A | Add the following to the end of the first sentence in this subsection:
"(914.04A)" |
| 5-26 | 502.02.B | Add the following to the end of the first sentence in this subsection:
"(502.02B)" |
| 5-35 | 503.04 | Change the first paragraph to read:
"The unit price for Paver-Placed Surface Seal , of the type required, includes the cost of preparing the surface, and placing a membrane and paver placed surface seal course for full-width coverage, except that the Department will pay separately for removing pavement markings in accordance with subsection 812.04" |
| 5-46 | 504.04.A | Change the first paragraph to read:
"A. General . The unit prices for Micro-Surface , regardless of the type required, include cleaning existing pavement, applying a bond coat, stationing, corrective action, and traffic control to complete corrective action." |
| 6-20 | 602.04 | Delete the fifteenth pay item of the list on this page reading:
"Shoulder, Reinf Conc.....Square Yard |
| 6-20 | 602.04 | Change the sixteenth thru the eighteenth pay items on this page to read as follows:
Shld, Nonreinf Conc.....Square Yard
Shld, Nonreinf Conc, High PerformanceSquare Yard
Shld, Freeway.....Square Yard |
| 6-21 | 602.04.B.1 | Delete this subsection and replace with the following:
" Shld, Nonreinf Conc ; and Shld, Nonreinf Conc, High Performance . The Engineer will measure, and the Department will pay for, Shld, Nonreinf Conc ; and Shld, Nonreinf Conc, High Performance by area, based on plan quantities in accordance with subsection 109.01." |
| 6-21 | 602.04.B.2 | Delete this subsection and replace with the following:
" Shld, Freeway . The Engineer will measure, and the Department will pay for, Shld, Freeway based on plan quantities in accordance |

with subsection 109.01. If the Contractor uses concrete for the shoulder, the unit price for **Shld, Freeway** includes the cost of the transverse joints in the shoulder and the external longitudinal pavement joints.”

6-23	602.04.F	<p>Add the following sentence to the end of the first paragraph of this subsection:</p> <p>Temporary concrete pavement, pavement within 4 feet of an obstruction, pavement areas less than 300 square yards, or pavement less than 3 feet wide will not be cored.</p>
6-23	602.04.F	<p>Delete the following language from this subsection on this page:</p> <p>“The Engineer will not core the following:</p> <ol style="list-style-type: none"> 1. Temporary concrete pavement; 2. Pavement within 4 feet of an obstruction; 3. Pavement areas less than 300 square yards; or 4. Pavement less than 3 feet wide.”
6-24	602.04	Rename the following subsections as follows:
6-24	602.04	“1. Initial Core.
6-24	602.04	2. Additional Cores.
6-25	602.04	3. Price Adjustment for Thickness.
6-26	602.04	4. Price Adjustments for Steel Locations within the Pavement.
		5. Remove and Replace.”
7-107	709.04	<p>Change the Pay Unit on the second pay item from the top of the list on this page to read as follows:</p> <p>Thousand Board Foot</p>
8-12	804.03.B.2	<p>Change the first sentence in this subsection to read:</p> <p>“Cast in place light standard and sign support foundations using fixed forms in accordance with the <i>MDOT Standard Plan R-50 series</i>.”</p>
8-27		<p>Change the last pay item at the bottom of this page to read as follows:</p> <p>Guardrail Anch, Bridge, Det __, Curved.....Each</p>
8-44	810.03.J.9	Add a period to the end of the third sentence in this subsection.
8-53	810.03.V	Add a period to the end of the second sentence of the first paragraph of this subsection.
8-53	810.04	<p>Change the fourth pay item from the top of the list on this page to read as follows:</p> <p>Post, Steel, __ pound.....Foot</p>

- 8-53 810.04 Change the last four pay items at the bottom of this page to read as follows:
 Fdn, Truss Sign Structure Type __, __ inch dia, Cased.....Foot
 Fdn, Truss Sign Structure Type __, __ inch dia, Uncased.....Foot
 Fdn, Cantilever Sign Structure Type __, __ inch dia, CasedFoot
 Fdn, Cantilever Sign Structure Type __, __ inch dia, Uncased.Foot
- 8-55 810.04.B.1 Delete the second paragraph of this subsection and replace with the following:
 “The unit prices for **Fdn, Truss Sign Structure Type __, __ inch dia, Cased** and **Fdn, Cantilever Sign Structure Type __, __ inch dia, Cased** include the cost of concrete, slurry, steel reinforcement, permanent casings, anchor bolts, excavation, and disposal of excavated material.”
- 8-55 810.04.B.2 Delete this subsection and replace with the following:
“Foundation, Truss Sign Structure, Uncased and Foundation, Cantilever Sign Structure, Uncased. The unit prices for **Fdn, Truss Sign Structure Type __, __ inch dia, Uncased** and **Fdn, Cantilever Sign Structure Type __, __ inch dia, Uncased** include the cost of concrete, slurry, steel reinforcement, temporary casings, anchor bolts, excavation, and disposal of excavated material.”
- 8-57 810.04.I Delete the first paragraph of this subsection and replace with the following:
 “The unit price for **Sign, Rem** of the type required includes the cost of removing signs from supports and stacking by shape and size.”
- 8-57 810.04.I Delete the second paragraph of this subsection and replace with the following:
 “The unit prices for **Ground Mtd Sign Supports, Rem; Cantilever, Rem** and **Truss, Rem** include the cost of removing ground mounted sign supports, cantilever or truss supports.”
- 8-57 810.04.L Change this subsection to read:
 “The unit price for Sign, Erect, Salv of the type required includes erecting the salvaged sign on a new sign support or existing sign support, as shown on the plans, and attaching devices, and hardware, including brackets.”
- 8-110 812.04 Change the fifth and sixth pay item from the top of the list on this page to read as follows:
 Sign, Type B, Temp, Prismatic, Spec, Furn Square Foot
 Sign, Type B, Temp, Prismatic, Spec, Oper Square Foot
- 8-141 815.04.C.1.b Delete this subsection in its entirety.
- 8-141 815.04.C.1.c Rename and change this subsection as follows:
 “b. Removal and disposal of unacceptable plants including the root ball.

8-141	815.04.C.1.d	Delete this subsection in its entirety.
8-142	815.04.C.2.d	Change this subsection to read: "During the first watering of the second growing season, remove and dispose of the guying material, identification tags, and inspection tags."
8-144	816.03.A	Change the third sentence in this subsection to read: "Use topsoil from within the project limits; or from off-site sources meeting the requirements in subsection 917.06."
8-167	818.04	Add the pay item to the bottom of the list on this page as follows: Power Company (Estimated Cost to Contractor)..... Dollar
8-170	818.04.G	Delete this subsection in its entirety.
8-170	818.04	Rename the following subsections as follows: "G. Handholes (Hh). H. Service Disconnect. I. Metered Service. J. Unmetered Service. K. Wood Pole. L. Concrete Pole, Fit Up. M. Steel Pole, Fit Up. N. Bracket Arm. "
8-171	818.04	
8-171	818.04	
8-171	818.04	
8-172	818.04	
8-172	818.04	
8-172	818.04	
8-172	818.04	
8-171	818.04.J	Delete the second paragraph of this subsection and replace with the following: "The pay item, Power Company (Estimated Cost to Contractor) , establishes a budgeted amount in the contract to cover the cost of reimbursing the Contractor for payments made to the power company for providing electrical power at the locations shown on the plans. The Department will estimate the reimbursement costs to the Contractor and establish a budgeted amount as shown on the plans. The Department will pay the Contractor for power company invoices paid, as submitted to the Engineer."
8-176	819.03.B.5.b	In the second paragraph of this subsection delete the first sentence and replace with the following: "Tighten bolts connecting the pole to the frangible base to a snug tight condition in accordance with subsection 707.03.E.6.c."
8-185	820.01.B	Add a period to the end of the first sentence of this subsection.
8-187	820.02	Change the first line in the list of materials on this page to read: Conduit Material.....918
8-196	820.03.O	In the fourth paragraph of this subsection delete the last sentence and replace with the following: "Use smooth wall, Schedule 80, rigid PVC conduit, or coilable, Schedule 80 PE conduit in accordance with section 818."

8-199	820.04	Add the pay item to the list on this page: TS, (number) Way (type) Mtd (LED) Optic
8-200	820.04	Change the second pay item from the top of the list on this page to read as follows: TS Head, TempEach
8-200	820.04	Change the eleventh pay item from the top of the list on this page to read as follows: TS, Lens, Pedestrian Sym (LED)Each
8-200	820.04	Delete the following pay items from the list: Strain Pole, Steel, 6 bolt, ___ foot.....Each Mast Arm Pole, Cat.....Each Mast Arm, ___Foot, Cat.....Each
8-200	820.04	Change the eleventh pay item from the bottom of the list on this page to read as follows: Mast Arm, Rem.....Each
8-201	820.04	Delete the following pay item from the list: Power Co. (Est Cost to Contractor)..... Dollar
8-202	820.04	Add the following pay item to the list: Bracket, Truss, Salv.....Each
8-204	820.04.C	Delete the last paragraph of this subsection in its entirety.
8-204	820.04.D	Delete the first paragraph of this subsection in its entirety.
9-9	902.03.C.1.b	Delete the first sentence in this subsection and replace with the following: “The physical requirements for the coarse aggregate are as specified in Table 902-2 and as follows:”
9-16	Table 902-2	Delete the superscript footnote in the first through fourth rows under the header row that reads “(m)” in the column Loss, % max, LA Abrasion (MTM 102).
9-16	Table 902-2	Add the superscript footnote in the header row that reads “(m)” in the column Loss, % max, LA Abrasion (MTM 102).
9-15	Table 902-2	Delete the footnote (d) in one location in the table.
9-17	Table 902-2	Delete the footnote (d) in one location in the table.
9-21	Table 902-6	Delete the footnote (b) in two locations in the table.
9-21	Table 902-6	Change the footnote (c) to read (b) in two locations in the table.

9-21	Table 902-6	Change the footnote (d) to read (c) in two locations in the table.
9-70	909.05.D	Change the first sentence in this subsection to read: "Provide steel pipe for jacking in place meeting the requirements of ASTM A53/A53M for Type E or Type S, Grade B, or ASTM A139/A139M for Grade B."
9-94	Table 910-01	Change the value in the fifth row under the header row in the Permittivity (min) (per second) column from 0.5 to read: "0.05"
9-94	Table 910-01	Change the value in the seventh row under the header row in the Permittivity (min.) (per second) column from 0.5 to read: "0.05"
9-95	Table 910-2	Change the second row under the Ultimate strength section to read: "CMD ^(c) 1950 lb/ft"
9-119	913.06	Change this subsection to read: Circular precast concrete units with circular reinforcement for adjusting rings, tops, risers, and sump bases for manholes, catch basins, and inlets must meet the requirements of AASHTO M199 and the following additions and exceptions:
9-133	917.03	Rename the four subsections following the first paragraph on this page as follows: D. Deciduous Shade Trees. E. Small Trees, Ornamentals, and Shrubs. F. Evergreen Trees. G. Vines, Ground Cover, and Herbaceous Ornamental Plants.
9-149	918.08	In the first paragraph of this subsection delete the second sentence and replace with the following: "Provide light standards designed in accordance with AASHTO's LRFD Specifications for Structural Supports for Highway Signs, Luminaires, and Traffic Signals."
9-150	918.10	In the first paragraph of this subsection delete the first sentence and replace with the following: "Provide tower lighting units designed in accordance with AASHTO's LRFD Specifications for Structural Supports for Highway Signs, Luminaires, and Traffic Signals."
9-164	919.04.B	In the first paragraph of this subsection delete the first sentence and replace with the following: "Provide square tubular steel sign supports meeting the chemical, mechanical, and geometric properties of material used in the crash tests referenced in AASHTO's LRFD Specifications for Structural Supports for Highway Signs, Luminaires, and Traffic Signals."

9-170	920.02.C	Change the reference to Table 920-2 to read Table 920-3 in two locations.
9-222	922.10.A.3	Delete this subsection and replace with the following: "Conform to the wind load requirements specified by AASHTO's LRFD Specifications for Structural Supports for Highway Signs, Luminaires, and Traffic Signals with all equipment mounted without the need for additional ballast;"
10-23	1003.03.B	Delete the last sentence of this subsection and replace with the following: "Aggregate sampling for concrete will be performed by an MCAT-certified Aggregate Technician Level II."
10-43	Table 1006-02	Replace Table 1006-02 with the Table 1006-02 below.
1A - 20A	Pay Item Index	Replace the Pay Item Index in its entirety.

**Table 1006-2:
Overlay Mixtures**

Mixture Type	Aggregate	Slump (inch)	Air Content	Admixture Required	Mixture Proportions lb/yd ³ , dry weight					
					Cement ^(a)	Dry Densified Silica Fume ^(b)	Net Mix Water	Fine Agg	Coarse Agg	Latex Admixture
SFMC	2NS and 26A ^(c)	4–6	6.5 ±1.5%	(d),(e),(f)	618	40	273 ^(g)	1273	1601	—
LMC	2NS and 26A ^(c)	(h)	4.5 ±1.5%	—	658	—	(h)	1490 ^{(i),(j)}	1300 ^{(i),(j)}	206

(a) Use only Type I Portland cement.

(b) For SFMC mixtures, the Contractor may use a blended silica fume Portland cement. However, if the silica fume content of the blended material is greater than 8% of the total cementitious material, submit to the Engineer modified mix proportions with Type I Portland cement added to the blended material to achieve the equivalent individual cementitious material mixture proportions.

(c) Provide coarse aggregate, 95% minimum crushed materials in accordance with Michigan Test Method (MTM) 117, with an absorption no greater than 2.5%, in accordance with ASTM C127.

(d) Water-reducing high-range admixture or water-reducing high-range and retarding admixture.

(e) Virgin polypropylene collated fibers at 2 lb/yd³.

(f) Air-entraining admixture.

(g) Provide a net water to cementitious material ratio of 0.41 (cementitious material includes cement and silica fume).

(h) Add water in addition to water in the latex admixture to control slump to within 3 to 5 inches. Measure slump from 4 to 5 minutes after discharge from the mixer. During the waiting period, deposit concrete on the deck and do not disturb. If placing mixtures on sections within superelevated curves, the Contractor may need to use the lower allowable range of the slump requirement, as determined by the Engineer. Do not exceed water-cement ratio, by weight, of 0.30 including water contained in the latex emulsion.

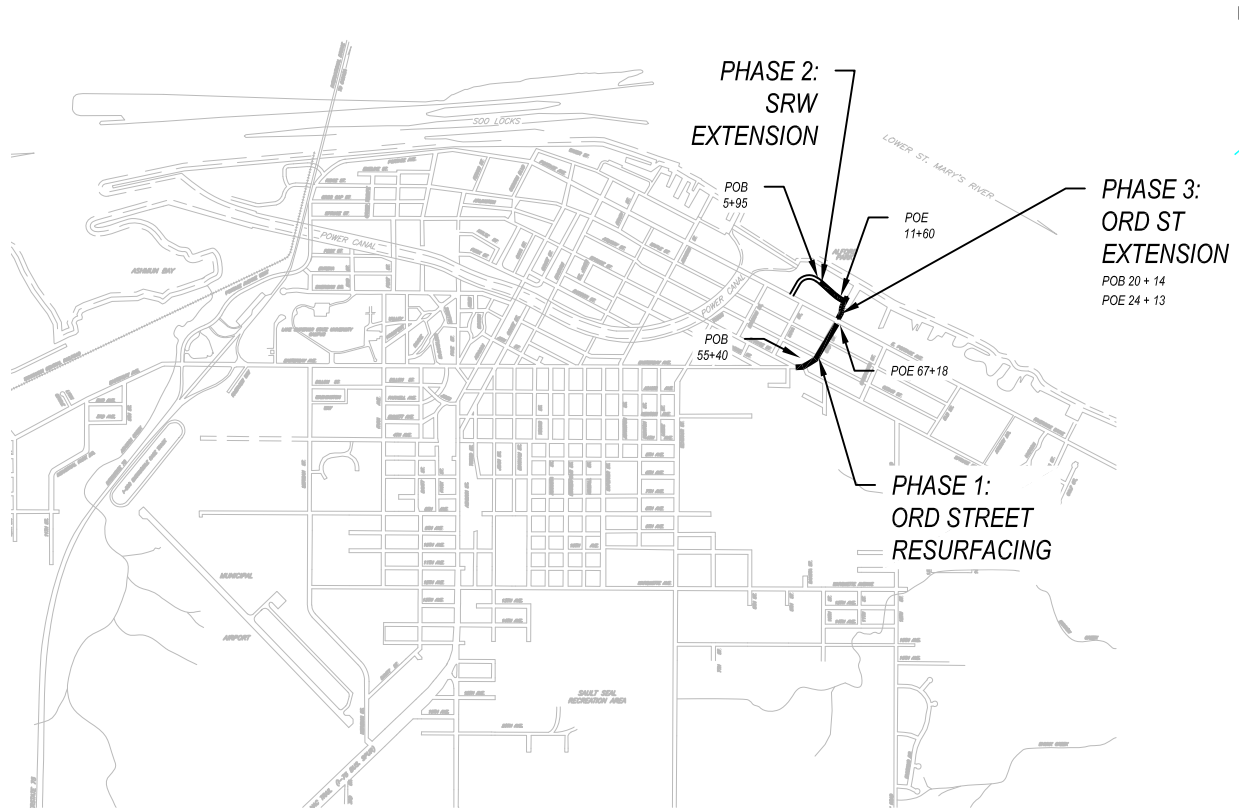
(i) Aggregate proportions are approximate; due to gradation changes, the Contractor may increase proportions by no greater than 5% by weight of total aggregate if reducing coarse aggregate by an equivalent volume.

(j) Aggregate weights specified in the table are based on a dry bulk specific gravity of 2.65 for gravel and stone. Adjust the weights if the specific gravity of the materials used varies by more than 0.02 from the specified values.

ATTACHMENTS

CITY OF SAULT STE. MARIE, MICHIGAN
PLANS FOR IMPROVEMENTS
SALMON RUN WAY / ORD STREET EXTENSION
AND ORD STREET PAVING PROJECT:

B-43-23



THE IMPROVEMENTS COVERED BY THESE PLANS SHALL BE DONE IN ACCORDANCE WITH THE MICHIGAN DEPARTMENT OF TRANSPORTATION 2020 STANDARD SPECIFICATIONS FOR CONSTRUCTION. PHYSICAL ROAD NUMBER (PR#) & MILEPOST (MP) DATA ARE FROM MICHIGAN GEOGRAPHIC FRAMEWORK VERSION #17.

CONTRACT FOR:
 COLD MILLING, HMA PAVING, HMA APPROACH PAVING, SIDEWALK AND SIDEWALK RAMP INSTALLATION, CURB AND GUTTER REPLACEMENT, PERMANENT SIGNS AND PAVEMENT MARKING

CITY OF SAULT STE. MARIE
 PREPARED UNDER SUPERVISION OF

DAVID S. BOYLE, PE
 CITY ENGINEER



CITY OF
SAULT STE. MARIE, MI
ENGINEERING DEPARTMENT

225 EAST PORTAGE AVENUE
 SAULT STE. MARIE, MI 49783
 (906) 635-5261 FAX: (906) 635-5606

REVISIONS

NO.	BY	DATE

DRAWN BY: L. MILLER JR

APPROVED: D. BOYLE

SCALE: H: NA V: NA

FILE: COVER.DWG

DATE: 12/11/2023

DRAWER

-

SHEET

SUBJECT:

SALMON RUN WAY / ORD STREET
AND ORD STREET EXTENSION PAVING B-43-23
TITLE SHEET

GENERAL NOTES

UTILITIES

MISS DIG/UNDERGROUND UTILITY NOTIFICATION

For the protection of underground utilities and in conformance with Public Act 174 of 2013, the Contractor shall contact MISS DIG System, Inc. by phone at 811 or 800-482-7171 or via the web at either elocate.missdig.org for single address or rte.missdig.org, a minimum of 3 business days prior to excavating, excluding weekends and holidays.

SURVEY

ADJUSTING MONUMENT BOXES

All government corners on this project shall be preserved, whether shown or not. It may be necessary to place or adjust monument boxes, as required.

DETAILED GRADES

GRADES FOR INTERSECTIONS

All intersections are to be considered as complete units and their grades determined before construction is started.

UNSIGNALIZED SIDE ROAD TO TRUNK LINE INTERSECTIONS:

The normal edge of pavement grade of the proposed trunk line adjacent to the side road intersection shall be carried across the intersection. The side road approach grade and crown shall be established to provide for drainage.

EARTHWORK

SOIL EROSION MEASURES

Appropriate soil erosion and sedimentation control measures shall be in place prior to earth-disturbing activities. Place turf establishment items as soon as possible on potential erodible slopes as directed by the Engineer. Critical ditch grades shall be protected with either sod or seed/mulch or mulch blanket as directed by the Engineer.

PAVEMENT

PAVEMENT AND HMA SURFACE REMOVAL QUANTITIES

Pavement and HMA Surface removal as shown on the plans will be at the discretion of the Engineer. If in his/her judgment, areas of pavement may be left in place or additional areas added to provide the proper cross-section and base. Changes will be made in the quantities.

SIGNS

GENERAL

All signs shall be installed, removed and/or salvaged according to the current edition of "Michigan Manual on Uniform Traffic Control Devices" and the current edition of Michigan Department of Transportation (MDOT) "Standard Specifications for Construction."

All signs on the plans or in the log that do not have a recommendation are to be retained.

EXISTING SIGN RELOCATION

Any permanent signs requiring relocation due to Contractor operations shall be salvaged and reset by the Contractor at locations designated by the Engineer. Signs and posts damaged during the removal and storage operations shall be replaced with new signs and posts. The cost of this work shall be borne by the Contractor.

PROJECT SPECIFIC NOTES

PRINTER REQUIREMENT FOR SCALES

Scales utilized for weighing tonnage pay items shall be capable of providing a printed triplicate ticket for each truckload which meets the requirements of Section 109.01.B 6 of the 2020 Standard Specifications for Construction

Utility Contacts

UTILITY COMPANY	CONTACT PERSON(S)	PHONE NO.
CITY OF SAULT STE. MARIE Water & Sewer Department 1200 E. Easterday Avenue Sault Ste. Marie, MI 49783	Kirk Tews 989-631-0285 (cell)	906-632-8981
	Brian Masterson (906) 322-7422 (cell)	906-632-6940 FAX
DTE ENERGY / MICH CON GAS CO. Local Office: 1125 E. Easterday Avenue Sault Ste. Marie, MI 49783	Rich Ackerman 906-630-1066 (cell) richardackerman@dteenergy.com	906-632-3330
	Justin Fisher (906) 630-2133 Justin.fisher@dteenergy.com	906-632-3347 906-632-1378 FAX
	Todd DeWese	
Large Gas Service Requests	Zachary Kerfoot	Work: 231-932-284 Cell: 231-499-7331
Small Gas Service Requests	Jeannine Najmowicz	Work: 989-356-2499 Cell: 734-564-8618
Main Office: (Plan Reviews and Precon Mtgs.) 1250 Mich Con Lane, S.W. PO Box 279 Kalkaska, MI 49646	Matt Logan (public improvement coordinator) 231-463-5860 (cell) matthew.logan@dteenergy.com	231-258-3785 231-258-3786 FAX
CLOVERLAND ELECTRIC COOPERATIVE 2916 W. M-28 Dafter, MI 49724	Paul Warner	906-632-5152 906-632-5168 906-632-5450 FAX
	Johanna Wiltfong Easements & Permits jwiltfong@cloverland.com	906-632-5191 906-440-7571
	John Paquette Distribution jpaquette@cloverland.com	906-440-6196 (cell)
AT&T (SBC Ameritech) 310 W. 7th Avenue Sault Ste. Marie, MI 49783 (pre-con)	Mike Anderson (906) 440-4478 (cell) MA1421@att.com	906-632-9901 906-632-9973 FAX

(Plan Reviews and Precon Mtgs. & Broken Poles)	Jeff Collard (586)764-8260 Jc7632@att.com	
CHARTER COMMUNICATIONS CO. 2682 Ashmun Street Sault Ste. Marie, MI 49783	Matt Claycomb Const. Supervisor Cell (231) 463-1903 matt.claycomb@charter.com	989-671-7255
(Plan Reviews and Precon Mtgs.)	Craig Purple Const. Coord. II 906-440-1005 (cell) craig.purple@charter.com	906-748-8475
Main Office 359 U.S. 41 East Negaunee, MI 49866	Brian Koski Const. Coord. II 906-235-7801 (cell) brian.koski@charter.com	906-401-0639
Peninsula Fiber Network (PFN) 9984 W. State St. Brimley, MI 49715	Ron Deneve (906) 248-3211 rdeneve@jamadots.net	

Owners of Public Utilities will not be required by the City/Department to move additional poles or structures in order to facilitate the operation of construction equipment unless it is determined by the Engineer that such poles or structures constitute a hazard to the public or are extraordinarily dangerous to the Contractor's operations.

Refer to Division 1 of the Michigan Department of Transportation 2020 Standard Specifications for Construction related to coordination with existing utilities and their work.

NOTES APPLYING TO STANDARD PLANS

Where the following items are called for on plans, they are to be constructed according to the standard plan given below opposite each item unless otherwise indicated.

Title	Plan No.
ROAD	
DRAINAGE COVER K	R-12-E
CURB RAMP AND DETECTABLE WARNING DETAILS	R-28-K *
DRIVEWAY OPENINGS & APPROACHES AND CONCRETE SIDEWALKS	R-29-J *
CONCRETE CURB AND CONCRETE CURB & GUTTER	R-30-G
SOIL EROSION & SEDIMENTATION CONTROL MEASURES	R-96-E
SEEDING AND TREE PLANTING	R-100-I *
GRADING CROSS SECTIONS	R-105-D
WORK ZONE DEVICES	
GROUND DRIVEN SIGN SUPPORTS FOR TEMP SIGNS	WZD-100-A *
TEMPORARY TRAFFIC CONTROL DEVICES	WZD-125-E *
"B", "D", AND "L" TABLES, CHANNELIZING DEVICE SPACING, SIGN BORDER KEY, AND ROLL-AHEAD SPACING	101-GEN- SPACING- CHARTS
LANE CLOSURE UTILIZING TRAFFIC REGULATORS ON A 2-LANE UNDIVIDED ROADWAY	110-TR-NFW-2L
TRAFFIC AND SAFETY STANDARD PLANS	
STANDARD SIGN INSTALLATION	SIGN-100-G *
STEEL POSTS	SIGN-200-D
PAVEMENT MARKING RECESSING DETAILS	PAVE-901-A
LONGITUDINAL LINE TYPES & PLACEMENT	PAVE-905-E
INTERSECTION, STOP BAR AND CROSSWALK MARKINGS	PAVE-945-C

*** Denotes Special Detail**

Log of Project

Estimated MISC Quantities

Mobilization, Max	1	LSUM
Contractor Staking	1	LSUM
Erosion Control, Inlet Protection, Fabric Drop	13	Ea
Minor Traffic Devices	1	LSUM
Traf Regulator Control	1	LSUM
Watering and Cultivating, First Season, Min	1	LSUM

Log of Project

Project Location (Ord Street)

This project is located on Ord Street in Chippewa County. The point of beginning (POB) is station 55+40, which is the easterly edge of the intersection with East Spruce Street, thence in a northeasterly direction 0.223 miles to the point of ending (POE) at station 67+18, which is approximately the southern edge of the intersection of I-75 Business Spur (East Portage Avenue).

Intersecting Roads

The mile points for the intersecting streets are approximate and were taken from the old plans and the control section mileage log. The mile points for the POB and POE are also approximate and their exact locations will be marked in the field by the Engineer.

<u>Station</u>	<u>Mile Point</u>	<u>Description</u>
55+40	0.0	POB (East Spruce Street)
57+55	0.040	East Spruce Street
60+40	0.094	Cedar Street
63+70	0.157	Maple Street
67+18	0.223	POE (I-75 Business Spur)

Overall Description of Work

Work includes cold milling existing HMA surface in designated areas, HMA surface overlay of the existing HMA surface, concrete curb and gutter replacement in designated areas, sidewalk ramps at intersecting municipal streets will be updated to meet ADA standards, and pavement markings.

Mainline Work

Cold mill the existing HMA surface from curb to curb. Adjust drainage structures to match the new roadway surface and repair by adding extra depth as directed by the Engineer. Place HMA, 4EML according to the typical cross sections. Curb and gutter will remain in areas where it is present. In areas where no curb and gutter are present, place HMA, 4EML according to the typical cross sections. Place HMA, Approach on existing HMA approach intersections in accordance with the miscellaneous details. Sidewalk will be removed and replaced as marked in the field.

Estimated Quantities

Dr Structure Cover, Adj, Case 1	10	Ea
Dr Structure Cover, Type K	6	Ea
Dr Structure, ADA Compliant	3	Ea
Cold Milling HMA Surface	3879	Syd
Hand Patching	15	Ton
HMA Approach	20	Ton
HMA, 4EML	568	Ton
Gate Box, Adj, Case 1	8	Ea
Sidewalk, Conc, 4 Inch	6149	Sft

Sidewalk, Conc, 6 Inch	973	Sft
Sidewalk, Remove	1911	Syd
Pavt, Rem	117	Syd
Approach, CI 1, 6 Inch	117	Syd
Excavation, Earth	100	Cyd
Embankment, CIP	100	Cyd
Subbase, CIP	125	Cyd

Maintaining Traffic and Permanent Traffic Control Devices

Traffic shall be maintained according to the 2020 MDOT Standard Specifications for Construction, the Special Provision for Traffic Control and Pavement Markings, the 2011 Michigan Manual for Uniform Traffic Control Devices, and the Maintaining Traffic Typical in this proposal. Replace all pavement markings to match existing pavement markings unless otherwise directed by Engineer. Replace all permanent signs in accordance with the pavement markings and signage plan sheet included within this document.

Estimated Permanent Pavement Marking Quantities

Pavt Mrkg, Ovly Cold Plastic, 6 inch, Crosswalk	367	Ft
Pavt Mrkg, Ovly Cold Plastic, 24 inch, Stop Bar	63	Ft
Pavt Mrkg, Waterborne, 4 inch, Yellow	5,700	Ft
Recessing Pavt Mrkg, Longit	1740	Ft
Recessing Pavt Mrkg, Transv	320	Ft

ADA Sidewalk Ramp & Curb and Gutter Work

American's with Disabilities Act (ADA) compliant sidewalk ramps will be constructed at designated municipal streets in accordance with Standard Plan R-28 Series and the 2020 Standard Specifications for Construction. Construct temporary paths and ramps for channelizing pedestrians around the work areas according to the Special Provisions contained in this proposal and as directed by the Engineer.

Estimated Quantities per Location

Sidewalk Ramp Location (Street - Quadrant)	Pay Item					
	Curb & Gutter, Rem (Ft)	Sidewalk, Rem (Syd)	Sidewalk Ramp, Conc, 6 inch (Sft)	Detectable Warning Surface (Ft)	Curb, Conc, Det F4 (Ft)	Curb Ramp Opening, Conc (Ft)
East Spruce St - SW	20	6	60	6	0	20
East Spruce St - SE	50	47	420	12	26	24
East Spruce St - NE	14	10	90	6	0	14
Cedar St - NE	22	15	132	6	0	22

Cedar St - SW	20	16	150	6	0	20
Maple St – NE	23	21	193	6	0	23
Maple St – SE	20	14	126	6	0	20
Maple St - NW	14	9	84	6	0	14

Total Estimated ADA Sidewalk Ramp & Curb and Gutter Quantities

Curb and Gutter, Rem	264	Ft
Sidewalk, Rem	32	Syd
Curb and Gutter, Conc, Det F4	80	Ft
Detectable Warning Surface	95	Ft
Curb Ramp Opening, Conc	184	Ft
Sidewalk Ramp, Conc, 6 inch	1690	Sft
_Slope Restoration, Modified	3749	Syd

Log of Project

Project Location (Salmon Run Way)

This project is located on Salmon Run Way as proposed to be extended in Chippewa County. The point of beginning (POB) is station 5+95, which is approximately 595' northeast from I-75 Business Spur (East Portage Avenue), which is the eastern terminus of Salmon Run Way that was constructed for Lake Superior State University Center for Freshwater Research and Education, thence in a northeasterly direction 0.107 miles to the point of ending (POE) at station 11+60, which is approximately the western edge of the proposed extension of Ord Street north of East Portage Avenue.

Intersecting Roads

The mile points for the intersecting streets are approximate and were taken from the old plans and the control section mileage log. The mile points for the POB and POE are also approximate and their exact locations will be marked in the field by the Engineer.

<u>Station</u>	<u>Mile Point</u>	<u>Description</u>
5+95	0.000	POB (Existing Terminus Salmon Run Way)
11+60	0.107	POE (Proposed Ord St Extension)

Overall Description of Work

Work includes mainline HMA surface paving, concrete curb and gutter replacement in designated areas, sidewalk installation, sidewalk ramps at intersecting municipal streets will be updated to meet ADA standards, and pavement markings.

Mainline Work

Place HMA, 4EML according to the typical cross sections. Place HMA, Approach to pave the parking lot according to attached plans. Curb and gutter will remain in areas where it is present. Place sidewalk in accordance with plans and as staked.

Estimated Quantities

[illegible]

Maintaining Traffic and Permanent Traffic Control Devices

Traffic shall be maintained according to the 2020 MDOT Standard Specifications for Construction, the Special Provision for Traffic Control and Pavement Markings and the Maintaining Traffic Typical in this proposal. Replace all pavement markings to match existing pavement markings unless otherwise directed by Engineer.

Estimated Permanent Pavement Marking Quantities

Pavt Mrkg, Ovly Cold Plastic, 6 inch, Crosswalk	100	Ft
Recessing Pavt Mrkg, Transv	100	Sft
Pavt Mrkg, Polyurea, 4 inch, White	150	Ft

ADA Sidewalk Ramp & Curb and Gutter Work

American's with Disabilities Act (ADA) compliant sidewalk ramps will be constructed at designated municipal streets in accordance with Standard Plan R-28 Series and the 2020 Standard Specifications for Construction. Construct temporary paths and ramps for channelizing pedestrians around the work areas according to the Special Provisions contained in this proposal and as directed by the Engineer.

Estimated Quantities per Location

Sidewalk Ramp Location (Street - Quadrant)	Curb & Gutter, Rem (Ft)	Pay Item				
		Sidewalk, Rem (Syd)	Sidewalk Ramp, Conc, 6 inch (Sft)	Detectable Warning Surface (Ft)	Curb, Conc, Det C4 (Ft)	Curb Ramp Opening, Conc (Ft)
STA 5 + 95 - North	0	0	100	10	0	0
STA 5 + 95 - South	0	0	100	10	0	0

Total Estimated ADA Sidewalk Ramp & Curb and Gutter Quantities

Detectable Warning Surface	20	Ft
Sidewalk Ramp, Conc, 6 inch	200	Sft
_Slope Restoration, Modified	1225	Syd

Log of Project

Project Location (Ord Street Extension)

This project is located on Ord Street as proposed to be extended in Chippewa County. The point of beginning (POB) is station 20 + 14, which is the intersection of I-75 Business Spur (East Portage Avenue), thence in a northeasterly direction 0.075 miles to the point of ending (POE) at station 24+13, which is located approximately 399 feet north of I-75 Business Spur (East Portage Avenue).

Intersecting Roads

The mile points for the intersecting streets are approximate and were taken from the old plans and the control section mileage log. The mile points for the POB and POE are also approximate and their exact locations will be marked in the field by the Engineer.

<u>Station</u>	<u>Mile Point</u>	<u>Description</u>
20+14	0.0	POB (I-75 Business Spur)
23+20	0.057	Salmon Run Way
24+13	0.075	POE (399 Ft North of I-75 Business Spur)

Overall Description of Work

Work includes mainline HMA surface paving, concrete curb and gutter replacement in designated areas, sidewalk installation, sidewalk ramps at intersecting municipal streets will be updated to meet ADA standards, and pavement markings.

Mainline Work

Place HMA, 4EML according to the typical cross sections. Curb and gutter will remain in areas where it is present. Place HMA, Approach on proposed HMA drive approaches adjacent to mainline paving in accordance with the miscellaneous details. Place sidewalk in accordance with plans and as staked.

Estimated Quantities

Machine Grading Modified	5	Sta
Sidewalk, Conc, 4 Inch	2410	Ft
Hand Patching	150	Ton
HMA Approach	55	Ton
HMA, 4EML	342	Ton
Gate Box, Adj, Case 1	8	Ea
Sign, Type IIIB	13	Sft
Post, Steel, 3lb	24	Ft
Utility Relocation – ATC Pole	1	Ea
Driveway Opening, Conc, Det M (Non Participating)	46	Ft
Curb and Gutter, Conc, Det C6 (Non Participating)	20	Ft
HMA Approach (Non Participating)	20	Ton
HMA, 4EML (Non Participating)	66	Ton
Machine Grading Modified (Non Participating)	1	Sta

Maintaining Traffic and Permanent Traffic Control Devices

Traffic shall be maintained according to the 2020 MStandard Specifications for Construction, the Special Provision for Traffic Control and Pavement Markings and the Maintaining Traffic Typical in this proposal. Replace all pavement markings to match existing pavement markings unless otherwise directed by Engineer.

Estimated Permanent Pavement Marking Quantities

Pavt Mrkg, Ovly Cold Plastic, 6 inch, Crosswalk	164	Ft
Pavt Mrkg, Ovly Cold Plastic, 24 inch, Stop Bar	100	Ft
Recessing Pavt Mrkg, Transv	172	Sft

ADA Sidewalk Ramp & Curb and Gutter Work

American's with Disabilities Act (ADA) compliant sidewalk ramps will be constructed at designated municipal streets in accordance with Standard Plan R-28 Series and the 2020 Standard Specifications for Construction. Construct temporary paths and ramps for channelizing pedestrians around the work areas according to the Special Provisions contained in this proposal and as directed by the Engineer.

Estimated Quantities per Location

Sidewalk Ramp Location (Street - Quadrant)	Pay Item					
	Curb & Gutter, Rem (Ft)	Sidewalk, Rem (Syd)	Sidewalk Ramp, Conc, 6 inch (Sft)	Detectable Warning Surface (Ft)	Curb, Conc, Det C4 (Ft)	Curb Ramp Opening, Conc (Ft)
East Portage Ave - NW	0	0	210	16	0	0
East Portage Ave - NE	0	0	210	16	0	0

Total Estimated ADA Sidewalk Ramp & Curb and Gutter Quantities

Detectable Warning Surface	32	Ft
Sidewalk Ramp, Conc, 6 inch	420	Sft
_Slope Restoration, Modified	1225	Syd

Federal-Aid Provisions

NON-COLLUSION STATEMENT

Project No. _____ Job No. _____ Fed. Project No. _____

Project No. _____ Job No. _____ Fed. Project No. _____

Project No. _____ Job No. _____ Fed. Project No. _____

Project No. _____ Job No. _____ Fed. Project No. _____

The undersigned _____
(name printed or typed)

title _____ declares under penalty of perjury of the laws of the United

States that _____
(official company name)

is/are Contractor submitting this bid, and that its agents, officers or employees have not directly or indirectly entered into any agreements, participated in any collusion, or otherwise taken any action in restraint of free competitive bidding in connection with this proposal for the above project.

authorized signer (signature)

Each bidder shall file a signed statement executed by, or on behalf of the person, farm, association, or corporation submitting the bid, certifying that such person, firm, association, or corporation has not either directly or indirectly entered into any agreement, participated in any collusion, or otherwise taken any action, in restraint of free competitive bidding in connection with the submitted bid. Failure to submit the signed statement as part of the bid will be cause for rejection of the bid.

APPENDIX A
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 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 in herein before set forth in section 1 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, 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. 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, marital status or disability that is unrelated to the individuals 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 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 a 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 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 exiting 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.
9. The contractor will include, or incorporate by reference, the provisions of the forgoing paragraphs (1) through (8) in every subcontract or purchase order unless exempted by 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.

**The Civil Rights Commission referred to as the Michigan Civil Rights Commission*

TITLE VI ASSURANCE

APPENDIX C

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, 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, national origin, sex, age, or disability 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 Regulation, including employment practices when the contractor 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 the contract and the Regulations relative to nondiscrimination on the grounds of race, color, national origin, sex, age, or disability.
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 State Highway department of the Federal Highway Administration to be pertinent to ascertain compliance with such Regulations or directives. 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 State highway department, or the Federal Highway Administration 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 State highway department shall impose such contract sanctions as it or the Federal Highway Administration 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 (6) in every subcontract, including procurement 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 State highway department or the Federal Highway Administration may direct as a means of enforcing such provisions including sanctions for non-compliance: 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 State highway department to enter into such litigation to protect the interests of the State, and, in addition, the contractor may request the United States to enter into such litigation to protect the interests of the United States

GENERAL REQUIREMENTS FOR RECIPIENTS

Excerpts from USDOT Regulation 49 CFR, Part 26

A. **26.5 What Do The Terms Used In This Part Mean? *(Replaces 23.5 and 23.62)**

Insert the following portions:

Disadvantaged Business Enterprise or DBE means a for-profit small business concern—

(1) That is at least 51 percent owned by one or more individuals who are both socially and economically disadvantaged or, in the case of a corporation, in which 51 percent of the stock is owned by one or more such individuals; and

(2) Whose management and daily business operations are controlled by one or more of the socially and economically disadvantaged individuals who own it.

Small Business Concern means, with respect to firms seeking to participate as DBEs in DOT-assisted contracts, a small business concern as defined pursuant to section 3 of the Small Business Act and Small Business Administration regulations implementing it (13 CFR part 121) that also does not exceed the cap on average annual gross receipts specified in Sec. 26.65(b).

Socially and economically disadvantaged individual means any individual who is a citizen (or lawfully admitted permanent resident) of the United States and who is—

(1) Any individual who a recipient finds to be a socially and economically disadvantaged individual on a case-by-case basis.

(2) Any individual in the following groups, members of which are rebuttably presumed to be socially and economically disadvantaged:

(i) “Black Americans,” which includes persons having origins in any of the Black racial groups of Africa;

(ii) “Hispanic Americans,” which includes persons of Mexican, Puerto Rican, Cuban, Dominican, Central or South American, or other Spanish or Portuguese culture or origin, regardless of race;

(iii) “Native Americans,” which includes persons who are American Indians, Eskimos, Aleuts, or Native Hawaiians;

(iv) “Asian-Pacific Americans,” which includes persons whose origins are from Japan, China, Taiwan, Korea, Burma (Myanmar), Vietnam, Laos, Cambodia (Kampuchea), Thailand, Malaysia, Indonesia, the Philippines, Brunei, Samoa, Guam, the U.S. Trust Territories of the Pacific Islands, Macao, Fiji, Tonga, Kiribati, Juvalu, Nauru, Federated States of Micronesia, or Hong Kong;

(v) “Subcontinent Asian Americans,” which includes persons whose origins are from India, Pakistan, Bangladesh, Bhutan, the Maldives Islands, Nepal or Sri Lanka;

(vi) Women;

(vii) Any additional groups whose members are designated as socially and economically disadvantaged by the SBA, at such time as the SBA designation becomes effective.

Tribally-owned concern means any concern at least 51 percent owned by an Indian tribe as defined in this section.

You refers to a recipient, unless a statement in the text of this part or the context requires otherwise (i.e., ‘You must do XYZ’ means that recipients must do XYZ).

B. **26.1 What are the Objectives of this Part? *(Replaces 23.43)**

This part seeks to achieve several objectives:

(a) To ensure nondiscrimination in the award and administration of DOT-assisted contracts in the Department’s highway, transit, and airport financial assistance programs;

(b) To create a level playing field on which DBEs can compete fairly for DOT-assisted contracts;

(c) To ensure that the Department's DBE program is narrowly tailored in accordance with applicable law;

- (d) To ensure that only firms that fully meet this part's eligibility standards are permitted to participate as DBEs;
- (e) To help remove barriers to the participation of DBEs in DOT- assisted contracts;
- (f) To assist the development of firms that can compete successfully in the marketplace outside the DBE program; and
- (g) To provide appropriate flexibility to recipients of Federal financial assistance in establishing and providing opportunities for DBEs.

26.3 To Whom Does this Part Apply? **(Replaces 23.43)*

- (a) If you are a recipient of any of the following types of funds, this part applies to you:
 - (1) Federal-aid highway funds authorized under Titles I (other than Part B) and V of the Intermodal Surface Transportation Efficiency Act of 1991 (ISTEA), Pub. L. 102-240, 105 Stat. 1914, or Titles I, III, and V of the Transportation Equity Act for the 21st Century (TEA-21), Pub. L. 105-178, 112 Stat. 107.
 - (2) Federal transit funds authorized by Titles I, III, V and VI of ISTEA, Pub. L. 102-240 or by Federal transit laws in Title 49, U.S. Code, or Titles I, III, and V of the TEA-21, Pub. L. 105-178.
 - (3) Airport funds authorized by 49 U.S.C. 47101, et seq.
- (b) [Reserved]
- (c) If you are letting a contract, and that contract is to be performed entirely outside the United States, its territories and possessions, Puerto Rico, Guam, or the Northern Marianas Islands, this part does not apply to the contract.
- (d) If you are letting a contract in which DOT financial assistance does not participate, this part does not apply to the contract.

26.13 What Assurances Must Recipients and Contractors Make? **(Replaces 23.43)*

- (a) Each financial assistance agreement you sign with a DOT operating administration (or a primary recipient) must include the following assurance:

The recipient shall not discriminate on the basis of race, color, national origin, or sex in the award and performance of any DOT-assisted contract or in the administration of its DBE program or the requirements of 49 CFR part 26. The recipient shall take all necessary and reasonable steps under 49 CFR part 26 to ensure nondiscrimination in the award and administration of DOT-assisted contracts. The recipient's DBE program, as required by 49 CFR part 26 and as approved by DOT, is incorporated by reference in this agreement. Implementation of this program is a legal obligation and failure to carry out its terms shall be treated as a violation of this agreement. Upon notification to the recipient of its failure to carry out its approved program, the Department may impose sanctions as provided for under part 26 and may, in appropriate cases, refer the matter for enforcement under 18 U.S.C. 1001 and/or the Program Fraud Civil Remedies Act of 1986 (31 U.S.C. 3801 et seq.).

- (b) Each contract you sign with a contractor (and each subcontract the prime contractor signs with a subcontractor) must include the following assurance:

The contractor, sub recipient 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.

C. 26.55 How is DBE Participation Counted Toward Goals? **(Replaces 23.47)*

- (a) When a DBE participates in a contract, you count only the value of the work actually performed by the DBE toward DBE goals.

(1) Count the entire amount of that portion of a construction contract (or other contract not covered by paragraph (a)(2) of this section) that is performed by the DBE's own forces. Include the cost of supplies and materials obtained by the DBE for the work of the contract, including supplies purchased or equipment leased by the DBE (except supplies and equipment the DBE subcontractor purchases or leases from the prime contractor or its affiliate).

(2) Count the entire amount of fees or commissions charged by a DBE firm for providing a bona fide service, such as professional, technical, consultant, or managerial services, or for providing bonds or insurance specifically required for the performance of a DOT-assisted contract, toward DBE goals, provided you determine the fee to be reasonable and not excessive as compared with fees customarily allowed for similar services.

(3) When a DBE subcontracts part of the work of its contract to another firm, the value of the subcontracted work may be counted toward DBE goals only if the DBE's subcontractor is itself a DBE. Work that a DBE subcontracts to a non-DBE firm does not count toward DBE goals.

(b) When a DBE performs as a participant in a joint venture, count a portion of the total dollar value of the contract equal to the distinct, clearly defined portion of the work of the contract that the DBE performs with its own forces toward DBE goals.

(c) Count expenditures to a DBE contractor toward DBE goals only if the DBE is performing a commercially useful function on that contract.

(1) A DBE performs a commercially useful function when it is responsible for execution of the work of the contract and is carrying out its responsibilities by actually performing, managing, and supervising the work involved. To perform a commercially useful function, the DBE must also be responsible, with respect to materials and supplies used on the contract, for negotiating price, determining quality and quantity, ordering the material, and installing (where applicable) and paying for the material itself. To determine whether a DBE is performing a commercially useful function, you must evaluate the amount of work subcontracted, industry practices, whether the amount the firm is to be paid under the contract is commensurate with the work it is actually performing and the DBE credit claimed for its performance of the work, and other relevant factors.

(2) A DBE does not perform a commercially useful function if its role is limited to that of an extra participant in a transaction, contract, or project through which funds are passed in order to obtain the appearance of DBE participation. In determining whether a DBE is such an extra participant, you must examine similar transactions, particularly those in which DBEs do not participate.

(3) If a DBE does not perform or exercise responsibility for at least 30 percent of the total cost of its contract with its own work force, or the DBE subcontracts a greater portion of the work of a contract than would be expected on the basis of normal industry practice for the type of work involved, you must presume that it is not performing a commercially useful function.

(4) When a DBE is presumed not to be performing a commercially useful function as provided in paragraph (c)(3) of this section, the DBE may present evidence to rebut this presumption. You may determine that the firm is performing a commercially useful function given the type of work involved and normal industry practices.

(5) Your decisions on commercially useful function matters are subject to review by the concerned operating administration, but are not administratively appealable to DOT.

(d) Use the following factors in determining whether a DBE trucking company is performing a commercially useful function:

(1) The DBE must be responsible for the management and supervision of the entire trucking operation for which it is responsible on a particular contract, and there cannot be a contrived arrangement for the purpose of meeting DBE goals.

(2) The DBE must itself own and operate at least one fully licensed, insured, and operational truck used on the contract.

(3) The DBE receives credit for the total value of the transportation services it provides on the contract using trucks it owns, insures, and operates using drivers it employs.

(4) The DBE may lease trucks from another DBE firm, including an owner-operator who is certified as a DBE. The DBE who leases trucks from another DBE receives credit for the total value of the transportation services the lessee DBE provides on the contract.

(5) The DBE may also lease trucks from a non-DBE firm, including from an owner-operator. The DBE who leases trucks from a non-DBE is entitled to credit only for the fee or commission it receives as a result of the lease arrangement. The DBE does not receive credit for the total value of the transportation services provided by the lessee, since these services are not provided by a DBE.

(6) For purposes of this paragraph (d), a lease must indicate that the DBE has exclusive use of and control over the truck. This does not preclude the leased truck from working for others during the term of the lease with the consent of the DBE, so long as the lease gives the DBE absolute priority for use of the leased truck. Leased trucks must display the name and identification number of the DBE.

(e) Count expenditures with DBEs for materials or supplies toward DBE goals as provided in the following:

(1)(i) If the materials or supplies are obtained from a DBE manufacturer, count 100 percent of the cost of the materials or supplies toward DBE goals.

(ii) For purposes of this paragraph (e)(1), a manufacturer is a firm that operates or maintains a factory or establishment that produces, on the premises, the materials, supplies, articles, or equipment required under the contract and of the general character described by the specifications.

(2)(i) If the materials or supplies are purchased from a DBE regular dealer, count 60 percent of the cost of the materials or supplies toward DBE goals.

(ii) For purposes of this section, a regular dealer is a firm that owns, operates, or maintains a store, warehouse, or other establishment in which the materials, supplies, articles or equipment of the general character described by the specifications and required under the contract are bought, kept in stock, and regularly sold or leased to the public in the usual course of business.

(A) To be a regular dealer, the firm must be an established, regular business that engages, as its principal business and under its own name, in the purchase and sale or lease of the products in question.

(B) A person may be a regular dealer in such bulk items as petroleum products, steel, cement, gravel, stone, or asphalt without owning, operating, or maintaining a place of business as provided in this paragraph (e)(2)(ii) if the person both owns and operates distribution equipment for the products. Any supplementing of regular dealers' own distribution equipment shall be by a long-term lease agreement and not on an ad hoc or contract-by-contract basis.

(C) Packagers, brokers, manufacturers' representatives, or other persons who arrange or expedite transactions are not regular dealers within the meaning of this paragraph (e)(2).

(3) With respect to materials or supplies purchased from a DBE which is neither a manufacturer nor a regular dealer, count the entire amount of fees or commissions charged for assistance in the procurement of the materials and supplies, or fees or transportation charges for the delivery of materials or supplies required on a job site, toward DBE goals, provided you determine the fees to be reasonable and not excessive as compared with fees customarily allowed for similar services. Do not count any portion of the cost of the materials and supplies themselves toward DBE goals, however.

(f) If a firm is not currently certified as a DBE in accordance with the standards of subpart D of this part at the time of the execution of the contract, do not count the firm's participation toward any DBE goals, except as provided for in Sec. 26.87(i)).

(g) Do not count the dollar value of work performed under a contract with a firm after it has ceased to be certified toward your overall goal.

(h) Do not count the participation of a DBE subcontractor toward the prime contractor's DBE achievements or your overall goal until the amount being counted toward the goal has been paid to the DBE.

SPECIAL PROVISIONS

23 CFR CH.1 P 4.230, SUBPT..a, APP. A

Specific Equal Employment Opportunity Responsibilities

1. General

- a. Equal employment opportunity requirements not to discriminate and to take affirmative action to assure equal employment opportunity as required by Executive Order 11246 and Executive Order 11375 are set forth in Required Contract Provisions (Form PR-1273 or 1316, as appropriate) and these Special Provisions that are imposed pursuant to Section 140 of Title 23, U.S.C. as established by Section 22 of the Federal Highway Act of 1968. The requirements set forth in these Special Provisions shall constitute the specific affirmative action requirements for project activities under this contract and supplement the equal employment opportunity requirements set forth in the Required Contract Provisions.
- b. The contractor will work with the State highway agencies and the Federal Government in carrying out equal employment opportunity obligations and in their review of his/her activities under the contract.
- c. The contractors and all his/her subcontractors holding subcontracts not including material suppliers, of \$10,000 or more, will comply with the following minimum specific requirement activities of equal employment opportunity: (The equal employment opportunity requirements of Executive Order 11246, as set forth in Volume 6, Chapter 4, Section 1, Subsection 1 of the Federal-Aid Highway Program Manual, are applicable to material suppliers as well as Contractors and Subcontractors.) The Contractor will include these requirements in every subcontract of \$10,000 or more with such modification of language as is necessary to make them binding on the Subcontractor.

2. Equal Employment Opportunity Policy

The contractor will accept as operating policy the following statement which is designed to further the provision of equal employment opportunity to all persons without regard to their race, color, religion, sex, or national origin, and to promote the full realization of equal employment opportunity through a positive continuing program:

It is the policy of this Company to assure that applicants are employed and that employees are treated during employment, without regard to their race, religion, sex, color, or national origin. Such action shall include: 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, preapprenticeship, and/or on-the-job training.

3. Equal Employment Opportunity Officer

The contractor will designate and make known to the State highway agency contracting officers an equal employment opportunity officer (hereinafter referred to as the EEO Officer) who will have the responsibility for and must be capable of effectively administering and promoting an active contractor program of equal employment opportunity and who must be assigned adequate authority and responsibility to do so.

4. Dissemination of Policy

- a. All members of the contractor's staff who are authorized to hire, supervise, promote, and discharge employees, or who recommend such action, or who are substantially involved in such action, will be made fully cognizant of, and will implement, the contractor's equal employment opportunity policy and contractual responsibilities to provide equal employment opportunity in each grade and classification of employment. To ensure that the above agreement will be met, the following actions will be taken as a minimum:
 - (1) Periodic meetings of supervisory and personnel office employees will be conducted before the start of work and then not less often than once every six months, at which time the contractor's equal employment opportunity policy and its implementation will be reviewed and explained. The meetings will be conducted by the EEO Officer or other knowledgeable company official.
 - (2) All new supervisory or personnel office employees will be given a thorough indoctrination by the EEO Officer or other knowledgeable company official covering all major aspects of the contractor's equal employment opportunity obligations within thirty days following their reporting for duty with the contractor.
 - (3) All personnel who are engaged in direct recruitment for the project will be instructed by the EEO Officer or appropriate company official in the contractor's procedures for locating and hiring minority group employees.
- b. In order to make the contractor's equal employment opportunity policy known to all employees, prospective employees, and potential sources of employees, i.e., schools, employment agencies, labor unions (where appropriate), college placement officers,

etc., the contractor will take the following actions:

- (1) Notice and posters setting forth the contractor's equal employment opportunity policy will be placed in areas readily accessible to employees, applicants for employment, and potential employees.
- (2) The contractor's equal employment opportunity policy and the procedures to implement such policy will be brought to the attention of employees by means of meetings, employee handbooks, or other appropriate means.

5. Recruitment

- a. When advertising for employees, the contractor will include in all advertisements for employees the notation: "An Equal Opportunity Employer." All such advertisements will be published in newspapers or other publications having a large circulation among minority groups in the area from which the project work force would normally be derived.
- b. The contractor will, unless precluded by a valid bargaining agreement, conduct systematic and direct recruitment through public and private employee referral sources likely to yield qualified minority group applicants, including but not limited to, State employment agencies, schools, colleges, and minority group organizations. To meet this requirement, the contractor will, through his EEO Officer, identify sources of potential minority group employees, and establish with such identified sources of procedures whereby minority group applicants may be referred to the Contractor for employment consideration.

In the event the contractor has a valid bargaining agreement providing for exclusive hiring hall referrals, he is expected to observe the provisions of that agreement to the extent that the system permits the contractor's compliance with equal employment opportunity contract provisions. (The U.S. Department of Labor has held that where implementation of such agreements have the effect of discriminating against minorities or women, or obligates the contractor to do the same, such implementation violates Executive Order 11246, as amended.)

- c. The contractor will encourage his present employees to refer minority group applicants for employment by posting appropriate notices or bulletins in areas accessible to all such employees. In addition, information and procedures with regard to referring minority group applicants will be discussed with employees.

6. Personnel Actions

Wages, working conditions, and employee benefits shall be established and administered, and personnel actions of every type, including hiring, upgrading, promotion, transfer, demotion, layoff, and termination, shall be taken without regard to race, color, religion, sex, or national origin. The following procedures shall be followed:

- a. The contractor will conduct periodic inspections of project sites to ensure that working conditions and employee facilities do not indicate discriminatory treatment of project site personnel.
- b. The contractor will periodically evaluate the spread of wages paid within each classification to determine any evidence of discriminatory wage practices.
- c. The contractor will periodically review selected personnel actions in depth to determine whether there is evidence of discrimination. Where evidence is found, the Contractor will promptly take corrective action. If the review indicates that the discrimination may extend beyond the actions reviewed, such corrective action shall include all affected persons.
- d. The contractor will promptly investigate all complaints of alleged discrimination made to the contractor in connection with his obligations under this contract, will attempt to resolve such complaints, and will take appropriate corrective action within a reasonable time. If the investigation indicates that the discrimination may affect persons other than the complainant, such corrective action shall include such other persons. Upon completion of each investigation, the contractor will inform every complainant of all avenues of appeal.

7. Training and Promotion

- a. The contractor will assist in locating, qualifying, and increasing the skill of minority group and women employees, and applicants for employment.
- b. Consistent with the contractor's work force requirements and as permissible under Federal and State regulations, the Contractor shall make full use of training programs i.e., apprenticeship and on-the-job training programs for the geographical area of contract performance. Where feasible, 25 percent of apprentices or trainees in each occupation shall be in their first year of apprenticeship or training. In the event the Training Special Provision is provided under this contract, this subparagraph will be superseded as indicated in Attachment 2.
- c. The contractor will advise employees and applicants for employment of available training programs and entrance requirements for each.
- d. The contractor will periodically review the training and promotion potential of minority group and women employees and will

encourage eligible employees to apply for such training and promotion.

8. Unions

If the contractor relies in whole or in part upon unions as a source of employees, the contractor will use his/her best efforts to obtain the cooperation of such unions to increase opportunities for minority groups and women within the unions, and to effect referrals by such unions of minority and female employees. Actions by the contractor either directly or through a contractor's association acting as agent will include the procedures set forth below:

- a. The contractor will use best efforts to develop, in cooperation with the unions, joint training programs aimed toward qualifying more minority group members and women for membership in the unions and increasing the skills of minority group employees and women so that they may qualify for higher paying employment.
- b. The contractor will use their best efforts to incorporate an equal employment opportunity clause into each union agreement to the end that such union will be contractually bound to refer applicants without regard to their race, color, religion, sex, or national origin.
- c. The contractor is to obtain information as to the referral practices and policies of the labor union except that to the extent such information is within the exclusive possession of the labor union and such labor union refuses to furnish such information to the contractor, the contractor shall so certify to the State highway department and shall set forth what efforts have been made to obtain such information.
- d. In the event the union is unable to provide the contractor with a reasonable flow of minority and women referrals within the time limit set forth in the collective bargaining agreement, the contractor will, through independent recruitment efforts, fill the employment vacancies without regard to race, color, religion, sex, or national origin, making full efforts to obtain qualified and/or qualifiable minority group persons and women. (The U.S. Department of Labor has held that it shall be no excuse that the union with which the contractor has a collective bargaining agreement providing for exclusive referral failed to refer minority employees.) In the event the union referral practice prevents the contractor from meeting the obligations pursuant to Executive Order 11246, as amended, and these special provisions, such contractor shall immediately notify the State highway agency.

9. Subcontracting

- a. The contractor will use his best efforts to solicit bids from and to utilize minority group subcontractors or subcontractors with meaningful minority group and female representation among their employees. Contractors shall obtain lists of minority-owned construction firms from State highway agency personnel.
- b. The contractor will use his best efforts to ensure subcontractor compliance with their equal employment opportunity obligations.

10. Records and Reports

- a. The contractor will keep such records as are necessary to determine compliance with the contractor's equal employment opportunity obligations. The records kept by the contractor will be designed to indicate:
 - (1) the number of minority and non-minority group members and women employed in each work classification on the project;
 - (2) the progress and efforts being made in cooperation with unions to increase employment opportunities for minorities and women (applicable only to contractors who rely in whole or in part on unions as a source of their work force);
 - (3) the progress and efforts being made in locating, hiring, training, qualifying, and upgrading minority and female employees, and the progress and efforts being made in securing the services of minority group subcontractors or subcontractors with meaningful minority and female representation among their employees.
- b. All such records must be retained for a period of three years following completion of the contract work and shall be available at reasonable times and places for inspection by authorized representatives of the State highway agency and the Federal Highway Administration.
- c. The contractor will submit to the State highway agency a monthly report for the first three months after construction begins and every month of July for the duration of the project, indicating the number of minority, women, and non-minority group employees currently engaged in each work classification required by the contract work. This information is to be reported on Form PR-1391. If on-the-job training is being required by "Training Special Provision," the contractor will be required to furnish Form FHWA 1409.

REQUIRED CONTRACT PROVISIONS FEDERAL-AID CONSTRUCTION CONTRACTS

- I. General
- II. Nondiscrimination
- III. Non-segregated Facilities
- IV. Davis-Bacon and Related Act Provisions
- V. Contract Work Hours and Safety Standards Act Provisions
- VI. Subletting or Assigning the Contract
- VII. Safety: Accident Prevention
- VIII. False Statements Concerning Highway Projects
- IX. Implementation of Clean Air Act and Federal Water Pollution Control Act
- X. Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion
- XI. Certification Regarding Use of Contract Funds for Lobbying
- XII. Use of United States-Flag Vessels:

ATTACHMENTS

A. Employment and Materials Preference for Appalachian Development Highway System or Appalachian Local Access Road Contracts (included in Appalachian contracts only)

I. GENERAL

1. Form FHWA-1273 must be physically incorporated in each construction contract funded under title 23, United States Code, as required in 23 CFR 633.102(b) (excluding emergency contracts solely intended for debris removal). The contractor (or subcontractor) must insert this form in each subcontract and further require its inclusion in all lower tier subcontracts (excluding purchase orders, rental agreements and other agreements for supplies or services). 23 CFR 633.102(e).

The applicable requirements of Form FHWA-1273 are incorporated by reference for work done under any purchase order, rental agreement or agreement for other services. The prime contractor shall be responsible for compliance by any subcontractor, lower-tier subcontractor or service provider. 23 CFR 633.102(e).

Form FHWA-1273 must be included in all Federal-aid design-build contracts, in all subcontracts and in lower tier subcontracts (excluding subcontracts for design services, purchase orders, rental agreements and other agreements for supplies or services) in accordance with 23 CFR 633.102. The design-builder shall be responsible for compliance by any subcontractor, lower-tier subcontractor or service provider.

Contracting agencies may reference Form FHWA-1273 in solicitation-for-bids or request-for-proposals documents, however, the Form FHWA-1273 must be physically incorporated (not referenced) in all contracts, subcontracts and lower-tier subcontracts (excluding purchase orders, rental agreements and other agreements for supplies or services related to a construction contract). 23 CFR 633.102(b).

2. Subject to the applicability criteria noted in the following sections, these contract provisions shall apply to all work

performed on the contract by the contractor's own organization and with the assistance of workers under the contractor's immediate superintendence and to all work performed on the contract by piecework, station work, or by subcontract. 23 CFR 633.102(d).

3. A breach of any of the stipulations contained in these Required Contract Provisions may be sufficient grounds for withholding of progress payments, withholding of final payment, termination of the contract, suspension / debarment or any other action determined to be appropriate by the contracting agency and FHWA.

4. Selection of Labor: During the performance of this contract, the contractor shall not use convict labor for any purpose within the limits of a construction project on a Federal-aid highway unless it is labor performed by convicts who are on parole, supervised release, or probation. 23 U.S.C. 114(b). The term Federal-aid highway does not include roadways functionally classified as local roads or rural minor collectors. 23 U.S.C. 101(a).

II. NONDISCRIMINATION (23 CFR 230.107(a); 23 CFR Part 230, Subpart A, Appendix A; EO 11246)

The provisions of this section related to 23 CFR Part 230, Subpart A, Appendix A are applicable to all Federal-aid construction contracts and to all related construction subcontracts of \$10,000 or more. The provisions of 23 CFR Part 230 are not applicable to material supply, engineering, or architectural service contracts.

In addition, the contractor and all subcontractors must comply with the following policies: Executive Order 11246, 41 CFR Part 60, 29 CFR Parts 1625-1627, 23 U.S.C. 140, Section 504 of the Rehabilitation Act of 1973, as amended (29 U.S.C. 794), Title VI of the Civil Rights Act of 1964, as amended (42 U.S.C. 2000d et seq.), and related regulations including 49 CFR Parts 21, 26, and 27; and 23 CFR Parts 200, 230, and 633.

The contractor and all subcontractors must comply with: the requirements of the Equal Opportunity Clause in 41 CFR 60-1.4(b) and, for all construction contracts exceeding \$10,000, the Standard Federal Equal Employment Opportunity Construction Contract Specifications in 41 CFR 60-4.3.

Note: The U.S. Department of Labor has exclusive authority to determine compliance with Executive Order 11246 and the policies of the Secretary of Labor including 41 CFR Part 60, and 29 CFR Parts 1625-1627. The contracting agency and the FHWA have the authority and the responsibility to ensure compliance with 23 U.S.C. 140, Section 504 of the Rehabilitation Act of 1973, as amended (29 U.S.C. 794), and Title VI of the Civil Rights Act of 1964, as amended (42 U.S.C. 2000d et seq.), and related regulations including 49 CFR Parts 21, 26, and 27; and 23 CFR Parts 200, 230, and 633.

The following provision is adopted from 23 CFR Part 230, Subpart A, Appendix A, with appropriate revisions to conform to the U.S. Department of Labor (US DOL) and FHWA requirements.

1. Equal Employment Opportunity: Equal Employment Opportunity (EEO) requirements not to discriminate and to take affirmative action to assure equal opportunity as set forth under laws, executive orders, rules, regulations (see 28 CFR Part 35, 29 CFR Part 1630, 29 CFR Parts 1625-1627, 41 CFR Part 60 and 49 CFR Part 27) and orders of the Secretary of Labor as modified by the provisions prescribed herein, and imposed pursuant to 23 U.S.C. 140, shall constitute the EEO and specific affirmative action standards for the contractor's project activities under this contract. The provisions of the Americans with Disabilities Act of 1990 (42 U.S.C. 12101 et seq.) set forth under 28 CFR Part 35 and 29 CFR Part 1630 are incorporated by reference in this contract. In the execution of this contract, the contractor agrees to comply with the following minimum specific requirement activities of EEO:

a. The contractor will work with the contracting agency and the Federal Government to ensure that it has made every good faith effort to provide equal opportunity with respect to all of its terms and conditions of employment and in their review of activities under the contract. 23 CFR 230.409 (g)(4) & (5).

b. The contractor will accept as its operating policy the following statement:

"It is the policy of this Company to assure that applicants are employed, and that employees are treated during employment, without regard to their race, religion, sex, sexual orientation, gender identity, color, national origin, age or disability. Such action shall include: 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, pre-apprenticeship, and/or on-the-job training."

2. EEO Officer: The contractor will designate and make known to the contracting officers an EEO Officer who will have the responsibility for and must be capable of effectively administering and promoting an active EEO program and who must be assigned adequate authority and responsibility to do so.

3. Dissemination of Policy: All members of the contractor's staff who are authorized to hire, supervise, promote, and discharge employees, or who recommend such action or are substantially involved in such action, will be made fully cognizant of and will implement the contractor's EEO policy and contractual responsibilities to provide EEO in each grade and classification of employment. To ensure that the above agreement will be met, the following actions will be taken as a minimum:

a. Periodic meetings of supervisory and personnel office employees will be conducted before the start of work and then not less often than once every six months, at which time the contractor's EEO policy and its implementation will be reviewed and explained. The meetings will be conducted by the EEO Officer or other knowledgeable company official.

b. All new supervisory or personnel office employees will be given a thorough indoctrination by the EEO Officer, covering all major aspects of the contractor's EEO obligations within thirty days following their reporting for duty with the contractor.

c. All personnel who are engaged in direct recruitment for the project will be instructed by the EEO Officer in the contractor's procedures for locating and hiring minorities and women.

d. Notices and posters setting forth the contractor's EEO policy will be placed in areas readily accessible to employees, applicants for employment and potential employees.

e. The contractor's EEO policy and the procedures to implement such policy will be brought to the attention of employees by means of meetings, employee handbooks, or other appropriate means.

4. Recruitment: When advertising for employees, the contractor will include in all advertisements for employees the notation: "An Equal Opportunity Employer." All such advertisements will be placed in publications having a large circulation among minorities and women in the area from which the project work force would normally be derived.

a. The contractor will, unless precluded by a valid bargaining agreement, conduct systematic and direct recruitment through public and private employee referral sources likely to yield qualified minorities and women. To meet this requirement, the contractor will identify sources of potential minority group employees and establish with such identified sources procedures whereby minority and women applicants may be referred to the contractor for employment consideration.

b. In the event the contractor has a valid bargaining agreement providing for exclusive hiring hall referrals, the contractor is expected to observe the provisions of that agreement to the extent that the system meets the contractor's compliance with EEO contract provisions. Where implementation of such an agreement has the effect of discriminating against minorities or women, or obligates the contractor to do the same, such implementation violates Federal nondiscrimination provisions.

c. The contractor will encourage its present employees to refer minorities and women as applicants for employment. Information and procedures with regard to referring such applicants will be discussed with employees.

5. Personnel Actions: Wages, working conditions, and employee benefits shall be established and administered, and personnel actions of every type, including hiring, upgrading, promotion, transfer, demotion, layoff, and termination, shall be taken without regard to race, color, religion, sex, sexual orientation, gender identity, national origin, age or disability. The following procedures shall be followed:

a. The contractor will conduct periodic inspections of project sites to ensure that working conditions and employee facilities do not indicate discriminatory treatment of project site personnel.

b. The contractor will periodically evaluate the spread of wages paid within each classification to determine any evidence of discriminatory wage practices.

c. The contractor will periodically review selected personnel actions in depth to determine whether there is evidence of discrimination. Where evidence is found, the contractor will promptly take corrective action. If the review indicates that the discrimination may extend beyond the actions reviewed, such corrective action shall include all affected persons.

d. The contractor will promptly investigate all complaints of alleged discrimination made to the contractor in connection with its obligations under this contract, will attempt to resolve such complaints, and will take appropriate corrective action

within a reasonable time. If the investigation indicates that the discrimination may affect persons other than the complainant, such corrective action shall include such other persons. Upon completion of each investigation, the contractor will inform every complainant of all of their avenues of appeal.

6. Training and Promotion:

a. The contractor will assist in locating, qualifying, and increasing the skills of minorities and women who are applicants for employment or current employees. Such efforts should be aimed at developing full journey level status employees in the type of trade or job classification involved.

b. Consistent with the contractor's work force requirements and as permissible under Federal and State regulations, the contractor shall make full use of training programs (i.e., apprenticeship and on-the-job training programs for the geographical area of contract performance). In the event a special provision for training is provided under this contract, this subparagraph will be superseded as indicated in the special provision. The contracting agency may reserve training positions for persons who receive welfare assistance in accordance with 23 U.S.C. 140(a).

c. The contractor will advise employees and applicants for employment of available training programs and entrance requirements for each.

d. The contractor will periodically review the training and promotion potential of employees who are minorities and women and will encourage eligible employees to apply for such training and promotion.

7. Unions: If the contractor relies in whole or in part upon unions as a source of employees, the contractor will use good faith efforts to obtain the cooperation of such unions to increase opportunities for minorities and women. 23 CFR 230.409. Actions by the contractor, either directly or through a contractor's association acting as agent, will include the procedures set forth below:

a. The contractor will use good faith efforts to develop, in cooperation with the unions, joint training programs aimed toward qualifying more minorities and women for membership in the unions and increasing the skills of minorities and women so that they may qualify for higher paying employment.

b. The contractor will use good faith efforts to incorporate an EEO clause into each union agreement to the end that such union will be contractually bound to refer applicants without regard to their race, color, religion, sex, sexual orientation, gender identity, national origin, age, or disability.

c. The contractor is to obtain information as to the referral practices and policies of the labor union except that to the extent such information is within the exclusive possession of the labor union and such labor union refuses to furnish such information to the contractor, the contractor shall so certify to the contracting agency and shall set forth what efforts have been made to obtain such information.

d. In the event the union is unable to provide the contractor with a reasonable flow of referrals within the time limit set forth in the collective bargaining agreement, the contractor will, through independent recruitment efforts, fill the employment vacancies without regard to race, color, religion, sex, sexual orientation, gender identity, national origin, age, or disability; making full efforts to obtain qualified and/or qualifiable minorities and women. The failure of a union to provide

sufficient referrals (even though it is obligated to provide exclusive referrals under the terms of a collective bargaining agreement) does not relieve the contractor from the requirements of this paragraph. In the event the union referral practice prevents the contractor from meeting the obligations pursuant to Executive Order 11246, as amended, and these special provisions, such contractor shall immediately notify the contracting agency.

8. Reasonable Accommodation for Applicants /

Employees with Disabilities: The contractor must be familiar with the requirements for and comply with the Americans with Disabilities Act and all rules and regulations established thereunder. Employers must provide reasonable accommodation in all employment activities unless to do so would cause an undue hardship.

9. Selection of Subcontractors, Procurement of Materials

and Leasing of Equipment: The contractor shall not discriminate on the grounds of race, color, religion, sex, sexual orientation, gender identity, national origin, age, or disability in the selection and retention of subcontractors, including procurement of materials and leases of equipment. The contractor shall take all necessary and reasonable steps to ensure nondiscrimination in the administration of this contract.

a. The contractor shall notify all potential subcontractors, suppliers, and lessors of their EEO obligations under this contract.

b. The contractor will use good faith efforts to ensure subcontractor compliance with their EEO obligations.

10. Assurances Required:

a. The requirements of 49 CFR Part 26 and the State DOT's FHWA-approved Disadvantaged Business Enterprise (DBE) program are incorporated by reference.

b. The contractor, subrecipient 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, which may include, but is not limited to:

- (1) Withholding monthly progress payments;
- (2) Assessing sanctions;
- (3) Liquidated damages; and/or
- (4) Disqualifying the contractor from future bidding as non-responsible.

c. The Title VI and nondiscrimination provisions of U.S. DOT Order 1050.2A at Appendixes A and E are incorporated by reference. 49 CFR Part 21.

11. Records and Reports: The contractor shall keep such records as necessary to document compliance with the EEO requirements. Such records shall be retained for a period of three years following the date of the final payment to the contractor for all contract work and shall be available at reasonable times and places for inspection by authorized representatives of the contracting agency and the FHWA.

a. The records kept by the contractor shall document the following:

(1) The number and work hours of minority and non-minority group members and women employed in each work classification on the project;

(2) The progress and efforts being made in cooperation with unions, when applicable, to increase employment opportunities for minorities and women; and

(3) The progress and efforts being made in locating, hiring, training, qualifying, and upgrading minorities and women.

b. The contractors and subcontractors will submit an annual report to the contracting agency each July for the duration of the project indicating the number of minority, women, and non-minority group employees currently engaged in each work classification required by the contract work. This information is to be reported on [Form FHWA-1391](#). The staffing data should represent the project work force on board in all or any part of the last payroll period preceding the end of July. If on-the-job training is being required by special provision, the contractor will be required to collect and report training data. The employment data should reflect the work force on board during all or any part of the last payroll period preceding the end of July.

III. NONSEGREGATED FACILITIES

This provision is applicable to all Federal-aid construction contracts and to all related construction subcontracts of more than \$10,000. 41 CFR 60-1.5.

As prescribed by 41 CFR 60-1.8, the contractor must ensure that facilities provided for employees are provided in such a manner that segregation on the basis of race, color, religion, sex, sexual orientation, gender identity, or national origin cannot result. The contractor may neither require such segregated use by written or oral policies nor tolerate such use by employee custom. The contractor's obligation extends further to ensure that its employees are not assigned to perform their services at any location under the contractor's control where the facilities are segregated. The term "facilities" includes waiting rooms, work areas, restaurants and other eating areas, time clocks, restrooms, washrooms, locker rooms and other storage or dressing areas, parking lots, drinking fountains, recreation or entertainment areas, transportation, and housing provided for employees. The contractor shall provide separate or single-user restrooms and necessary dressing or sleeping areas to assure privacy between sexes.

IV. DAVIS-BACON AND RELATED ACT PROVISIONS

This section is applicable to all Federal-aid construction projects exceeding \$2,000 and to all related subcontracts and lower-tier subcontracts (regardless of subcontract size), in accordance with 29 CFR 5.5. The requirements apply to all projects located within the right-of-way of a roadway that is functionally classified as Federal-aid highway. 23 U.S.C. 113. This excludes roadways functionally classified as local roads or rural minor collectors, which are exempt. 23 U.S.C. 101. Where applicable law requires that projects be treated as a project on a Federal-aid highway, the provisions of this subpart will apply regardless of the location of the project. Examples include: Surface Transportation Block Grant Program projects funded under 23 U.S.C. 133 [excluding recreational trails projects], the Nationally Significant Freight and Highway

Projects funded under 23 U.S.C. 117, and National Highway Freight Program projects funded under 23 U.S.C. 167.

The following provisions are from the U.S. Department of Labor regulations in 29 CFR 5.5 "Contract provisions and related matters" with minor revisions to conform to the FHWA-1273 format and FHWA program requirements.

1. Minimum wages (29 CFR 5.5)

a. *Wage rates and fringe benefits.* All laborers and mechanics employed or working upon the site of the work (or otherwise working in construction or development of the project under a development statute), will be paid unconditionally and not less often than once a week, and without subsequent deduction or rebate on any account (except such payroll deductions as are permitted by regulations issued by the Secretary of Labor under the Copeland Act ([29 CFR part 3](#))), the full amount of basic hourly wages and bona fide fringe benefits (or cash equivalents thereof) due at time of payment computed at rates not less than those contained in the wage determination of the Secretary of Labor which is attached hereto and made a part hereof, regardless of any contractual relationship which may be alleged to exist between the contractor and such laborers and mechanics. As provided in paragraphs (d) and (e) of 29 CFR 5.5, the appropriate wage determinations are effective by operation of law even if they have not been attached to the contract. Contributions made or costs reasonably anticipated for bona fide fringe benefits under the Davis-Bacon Act ([40 U.S.C. 3141\(2\)\(B\)](#)) on behalf of laborers or mechanics are considered wages paid to such laborers or mechanics, subject to the provisions of paragraph 1.e. 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 must be paid the appropriate wage rate and fringe benefits on the wage determination for the classification(s) of work actually performed, without regard to skill, except as provided in paragraph 4. of this section. 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 classifications and wage rates conformed under paragraph 1.c. of this section) and the Davis-Bacon poster (WH-1321) must be posted at all times by the contractor and its subcontractors at the site of the work in a prominent and accessible place where it can be easily seen by the workers.

b. *Frequently recurring classifications.* (1) In addition to wage and fringe benefit rates that have been determined to be prevailing under the procedures set forth in [29 CFR part 1](#), a wage determination may contain, pursuant to § 1.3(f), wage and fringe benefit rates for classifications of laborers and mechanics for which conformance requests are regularly submitted pursuant to paragraph 1.c. of this section, provided that:

(i) The work performed by the classification is not performed by a classification in the wage determination for which a prevailing wage rate has been determined;

(ii) The classification is used in the area by the construction industry; and

(iii) The wage rate for the classification bears a reasonable relationship to the prevailing wage rates contained in the wage determination.

(2) The Administrator will establish wage rates for such classifications in accordance with paragraph 1.c.(1)(iii) of this section. Work performed in such a classification must be paid at no less than the wage and fringe benefit rate listed on the wage determination for such classification.

c. *Conformance.* (1) The contracting officer must 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 be classified in conformance with the wage determination. Conformance of an additional classification and wage rate and fringe benefits is appropriate only when the following criteria have been met:

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

(ii) The classification is used in the area by the construction industry; and

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

(2) The conformance process may not be used to split, subdivide, or otherwise avoid application of classifications listed in the wage determination.

(3) 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 will be sent by the contracting officer by email to DBAconformance@dol.gov. 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.

(4) 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 will, by email to DBAconformance@dol.gov, 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.

(5) The contracting officer must promptly notify the contractor of the action taken by the Wage and Hour Division

under paragraphs 1.c.(3) and (4) of this section. The contractor must furnish a written copy of such determination to each affected worker or it must be posted as a part of the wage determination. The wage rate (including fringe benefits where appropriate) determined pursuant to paragraph 1.c.(3) or (4) of this section must 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.

d. *Fringe benefits not expressed as an hourly rate.* 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 may either pay the benefit as stated in the wage determination or may pay another bona fide fringe benefit or an hourly cash equivalent thereof.

e. *Unfunded plans.* 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, in accordance with the criteria set forth in § 5.28, 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.

f. *Interest.* In the event of a failure to pay all or part of the wages required by the contract, the contractor will be required to pay interest on any underpayment of wages.

2. Withholding (29 CFR 5.5)

a. *Withholding requirements.* The contracting agency may, upon its own action, or must, upon written request of an authorized representative of the Department of Labor, withhold or cause to be withheld from the contractor so much of the accrued payments or advances as may be considered necessary to satisfy the liabilities of the prime contractor or any subcontractor for the full amount of wages and monetary relief, including interest, required by the clauses set forth in this section for violations of this contract, or to satisfy any such liabilities required by any other Federal contract, or federally assisted contract subject to Davis-Bacon labor standards, that is held by the same prime contractor (as defined in § 5.2). The necessary funds may be withheld from the contractor under this contract, any other Federal contract with the same prime contractor, or any other federally assisted contract that is subject to Davis-Bacon labor standards requirements and is held by the same prime contractor, regardless of whether the other contract was awarded or assisted by the same agency, and such funds may be used to satisfy the contractor liability for which the funds were withheld. In the event of a contractor's failure to pay any laborer or mechanic, including any apprentice or helper working on the site of the work all or part of the wages required by the contract, or upon the contractor's failure to submit the required records as discussed in paragraph 3.d. of this section, the contracting agency may on its own initiative and after written notice to the contractor, 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.

b. *Priority to withheld funds.* The Department has priority to funds withheld or to be withheld in accordance with paragraph

2.a. of this section or Section V, paragraph 3.a., or both, over claims to those funds by:

- (1) A contractor's surety(ies), including without limitation performance bond sureties and payment bond sureties;
- (2) A contracting agency for its procurement costs;
- (3) A trustee(s) (either a court-appointed trustee or a U.S. trustee, or both) in bankruptcy of a contractor, or a contractor's bankruptcy estate;
- (4) A contractor's assignee(s);
- (5) A contractor's successor(s); or
- (6) A claim asserted under the Prompt Payment Act, [31 U.S.C. 3901](#)–3907.

3. Records and certified payrolls (29 CFR 5.5)

a. Basic record requirements (1) Length of record retention. All regular payrolls and other basic records must be maintained by the contractor and any subcontractor during the course of the work and preserved for all laborers and mechanics working at the site of the work (or otherwise working in construction or development of the project under a development statute) for a period of at least 3 years after all the work on the prime contract is completed.

(2) Information required. Such records must contain the name; Social Security number; last known address, telephone number, and email address of each such worker; each worker's correct classification(s) of work actually performed; 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 [40 U.S.C. 3141\(2\)\(B\)](#) of the Davis-Bacon Act); daily and weekly number of hours actually worked in total and on each covered contract; deductions made; and actual wages paid.

(3) Additional records relating to fringe benefits. Whenever the Secretary of Labor has found under paragraph 1.e. of this section 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 [40 U.S.C. 3141\(2\)\(B\)](#) of the Davis-Bacon Act, the contractor must maintain records which show that the commitment to provide such benefits is enforceable, that the plan or program is financially responsible, and that the plan or program has been communicated in writing to the laborers or mechanics affected, and records which show the costs anticipated or the actual cost incurred in providing such benefits.

(4) Additional records relating to apprenticeship. Contractors with apprentices working under approved programs must maintain written evidence of the registration of apprenticeship programs, the registration of the apprentices, and the ratios and wage rates prescribed in the applicable programs.

b. Certified payroll requirements (1) Frequency and method of submission. The contractor or subcontractor must submit weekly, for each week in which any DBA- or Related Acts-covered work is performed, certified payrolls to the contracting

agency. The prime contractor is responsible for the submission of all certified payrolls by all subcontractors. A contracting agency or prime contractor may permit or require contractors to submit certified payrolls through an electronic system, as long as the electronic system requires a legally valid electronic signature; the system allows the contractor, the contracting agency, and the Department of Labor to access the certified payrolls upon request for at least 3 years after the work on the prime contract has been completed; and the contracting agency or prime contractor permits other methods of submission in situations where the contractor is unable or limited in its ability to use or access the electronic system.

(2) Information required. The certified payrolls submitted must set out accurately and completely all of the information required to be maintained under paragraph 3.a.(2) of this section, except that full Social Security numbers and last known addresses, telephone numbers, and email addresses must not be included on weekly transmittals. Instead, the certified payrolls need only include an individually identifying number for each worker (e.g., the last four digits of the worker's Social Security number). The required weekly certified payroll information may be submitted using Optional Form WH-347 or in any other format desired. Optional Form WH-347 is available for this purpose from the Wage and Hour Division website at <https://www.dol.gov/sites/dolgov/files/WHDL/legacy/files/wh347.pdf> or its successor website. It is not a violation of this section for a prime contractor to require a subcontractor to provide full Social Security numbers and last known addresses, telephone numbers, and email addresses to the prime contractor for its own records, without weekly submission by the subcontractor to the contracting agency.

(3) Statement of Compliance. Each certified payroll submitted must be accompanied by a "Statement of Compliance," signed by the contractor or subcontractor, or the contractor's or subcontractor's agent who pays or supervises the payment of the persons working on the contract, and must certify the following:

(i) That the certified payroll for the payroll period contains the information required to be provided under paragraph 3.b. of this section, the appropriate information and basic records are being maintained under paragraph 3.a. of this section, and such information and records are correct and complete;

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

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

(4) Use of Optional Form WH-347. The weekly submission of a properly executed certification set forth on the reverse side of Optional Form WH-347 will satisfy the requirement for submission of the "Statement of Compliance" required by paragraph 3.b.(3) of this section.

(5) *Signature.* The signature by the contractor, subcontractor, or the contractor's or subcontractor's agent must be an original handwritten signature or a legally valid electronic signature.

(6) *Falsification.* The falsification of any of the above certifications may subject the contractor or subcontractor to civil or criminal prosecution under [18 U.S.C. 1001](#) and [31 U.S.C. 3729](#).

(7) *Length of certified payroll retention.* The contractor or subcontractor must preserve all certified payrolls during the course of the work and for a period of 3 years after all the work on the prime contract is completed.

c. *Contracts, subcontracts, and related documents.* The contractor or subcontractor must maintain this contract or subcontract and related documents including, without limitation, bids, proposals, amendments, modifications, and extensions. The contractor or subcontractor must preserve these contracts, subcontracts, and related documents during the course of the work and for a period of 3 years after all the work on the prime contract is completed.

d. *Required disclosures and access* (1) *Required record disclosures and access to workers.* The contractor or subcontractor must make the records required under paragraphs 3.a. through 3.c. of this section, and any other documents that the contracting agency, the State DOT, the FHWA, or the Department of Labor deems necessary to determine compliance with the labor standards provisions of any of the applicable statutes referenced by § 5.1, available for inspection, copying, or transcription by authorized representatives of the contracting agency, the State DOT, the FHWA, or the Department of Labor, and must permit such representatives to interview workers during working hours on the job.

(2) *Sanctions for non-compliance with records and worker access requirements.* If the contractor or subcontractor fails to submit the required records or to make them available, or refuses to permit worker interviews during working hours on the job, the Federal agency may, after written notice to the contractor, sponsor, applicant, owner, or other entity, as the case may be, that maintains such records or that employs such workers, 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, or to permit worker interviews during working hours on the job, may be grounds for debarment action pursuant to § 5.12. In addition, any contractor or other person that fails to submit the required records or make those records available to WHD within the time WHD requests that the records be produced will be precluded from introducing as evidence in an administrative proceeding under [29 CFR part 6](#) any of the required records that were not provided or made available to WHD. WHD will take into consideration a reasonable request from the contractor or person for an extension of the time for submission of records. WHD will determine the reasonableness of the request and may consider, among other things, the location of the records and the volume of production.

(3) *Required information disclosures.* Contractors and subcontractors must maintain the full Social Security number and last known address, telephone number, and email address

of each covered worker, and must provide them upon request to the contracting agency, the State DOT, the FHWA, the contractor, or the Wage and Hour Division of the Department of Labor for purposes of an investigation or other compliance action.

4. Apprentices and equal employment opportunity (29 CFR 5.5)

a. *Apprentices (1) Rate of pay.* Apprentices will be permitted to work at less than the predetermined rate for the work they perform when they are employed pursuant to and individually registered in a bona fide apprenticeship program registered with the U.S. Department of Labor, Employment and Training Administration, Office of Apprenticeship (OA), or with a State Apprenticeship Agency recognized by the OA. A person who is not individually registered in the program, but who has been certified by the OA or a State Apprenticeship Agency (where appropriate) to be eligible for probationary employment as an apprentice, will be permitted to work at less than the predetermined rate for the work they perform in the first 90 days of probationary employment as an apprentice in such a program. In the event the OA or a State Apprenticeship Agency recognized by the OA withdraws approval of an apprenticeship program, the contractor will no longer be permitted to use apprentices at less than the applicable predetermined rate for the work performed until an acceptable program is approved.

(2) *Fringe benefits.* Apprentices must be paid fringe benefits in accordance with the provisions of the apprenticeship program. If the apprenticeship program does not specify fringe benefits, apprentices must be paid the full amount of fringe benefits listed on the wage determination for the applicable classification. If the Administrator determines that a different practice prevails for the applicable apprentice classification, fringe benefits must be paid in accordance with that determination.

(3) *Apprenticeship ratio.* The allowable ratio of apprentices to journeyworkers on the job site in any craft classification must not be greater than the ratio permitted to the contractor as to the entire work force under the registered program or the ratio applicable to the locality of the project pursuant to paragraph 4.a.(4) of this section. Any worker listed on a payroll at an apprentice wage rate, who is not registered or otherwise employed as stated in paragraph 4.a.(1) of this section, must 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 this section must be paid not less than the applicable wage rate on the wage determination for the work actually performed.

(4) *Reciprocity of ratios and wage rates.* Where a contractor is performing construction on a project in a locality other than the locality in which its program is registered, the ratios and wage rates (expressed in percentages of the journeyworker's hourly rate) applicable within the locality in which the construction is being performed must be observed. If there is no applicable ratio or wage rate for the locality of the project, the ratio and wage rate specified in the contractor's registered program must be observed.

b. *Equal employment opportunity.* The use of apprentices and journeyworkers under this part must be in conformity with

the equal employment opportunity requirements of Executive Order 11246, as amended, and [29 CFR part 30](#).

c. Apprentices and Trainees (programs of the U.S. DOT).

Apprentices and trainees working under apprenticeship and skill training programs which have been certified by the Secretary of Transportation as promoting EEO in connection with Federal-aid highway construction programs are not subject to the requirements of paragraph 4 of this Section IV. 23 CFR 230.111(e)(2). The straight time hourly wage rates for apprentices and trainees under such programs will be established by the particular programs. The ratio of apprentices and trainees to journeyworkers shall not be greater than permitted by the terms of the particular program.

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 as provided in 29 CFR 5.5.

6. Subcontracts. The contractor or subcontractor must insert FHWA-1273 in any subcontracts, along with the applicable wage determination(s) and such other clauses or contract modifications as the contracting agency may by appropriate instructions require, and a clause requiring the subcontractors to include these clauses and wage determination(s) in any lower tier subcontracts. The prime contractor is responsible for the compliance by any subcontractor or lower tier subcontractor with all the contract clauses in this section. In the event of any violations of these clauses, the prime contractor and any subcontractor(s) responsible will be liable for any unpaid wages and monetary relief, including interest from the date of the underpayment or loss, due to any workers of lower-tier subcontractors, and may be subject to debarment, as appropriate. 29 CFR 5.5.

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

8. Compliance with Davis-Bacon and Related Act requirements. All rulings and interpretations of the Davis-Bacon and Related Acts contained in 29 CFR parts 1, 3, and 5 are herein incorporated by reference in this contract as provided in 29 CFR 5.5.

9. Disputes concerning labor standards. As provided in 29 CFR 5.5, 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. a. By entering into this contract, the contractor certifies that neither it 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 [40 U.S.C. 3144\(b\)](#) or § 5.12(a).

b. No part of this contract shall be subcontracted to any person or firm ineligible for award of a Government contract by virtue of [40 U.S.C. 3144\(b\)](#) or § 5.12(a).

c. The penalty for making false statements is prescribed in the U.S. Code, Title 18 Crimes and Criminal Procedure, [18 U.S.C. 1001](#).

11. Anti-retaliation. It is unlawful for any person to discharge, demote, intimidate, threaten, restrain, coerce, blacklist, harass, or in any other manner discriminate against, or to cause any person to discharge, demote, intimidate, threaten, restrain, coerce, blacklist, harass, or in any other manner discriminate against, any worker or job applicant for:

a. Notifying any contractor of any conduct which the worker reasonably believes constitutes a violation of the DBA, Related Acts, this part, or [29 CFR part 1](#) or [3](#);

b. Filing any complaint, initiating or causing to be initiated any proceeding, or otherwise asserting or seeking to assert on behalf of themselves or others any right or protection under the DBA, Related Acts, this part, or [29 CFR part 1](#) or [3](#);

c. Cooperating in any investigation or other compliance action, or testifying in any proceeding under the DBA, Related Acts, this part, or [29 CFR part 1](#) or [3](#); or

d. Informing any other person about their rights under the DBA, Related Acts, this part, or [29 CFR part 1](#) or [3](#).

V. CONTRACT WORK HOURS AND SAFETY STANDARDS ACT

Pursuant to 29 CFR 5.5(b), the following clauses apply to any Federal-aid construction contract in an amount in excess of \$100,000 and subject to the overtime provisions of the Contract Work Hours and Safety Standards Act. These clauses shall be inserted in addition to the clauses required by 29 CFR 5.5(a) or 29 CFR 4.6. As used in this paragraph, the terms laborers and mechanics include watchpersons and guards.

1. Overtime requirements. No contractor or subcontractor contracting for any part of the contract work which may require or involve the employment of laborers or mechanics shall require or permit any such laborer or mechanic in any workweek in which 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. 29 CFR 5.5.

2. Violation; liability for unpaid wages; liquidated damages. In the event of any violation of the clause set forth in paragraph 1. of this section the contractor and any subcontractor responsible therefor shall be liable for the unpaid wages and interest from the date of the underpayment. 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 watchpersons and guards, employed in violation of the clause set forth in paragraph 1. of this section, in the sum currently provided in 29 CFR 5.5(b)(2)* 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. of this section.

* \$31 as of January 15, 2023 (See 88 FR 88 FR 2210) as may be adjusted annually by the Department of Labor, pursuant to the Federal Civil Penalties Inflation Adjustment Act of 1990.

3. Withholding for unpaid wages and liquidated damages

a. *Withholding process.* The FHWA or the contracting agency may, upon its own action, or must, upon written request of an authorized representative of the Department of Labor, withhold or cause to be withheld from the contractor so much of the accrued payments or advances as may be considered necessary to satisfy the liabilities of the prime contractor or any subcontractor for any unpaid wages; monetary relief, including interest; and liquidated damages required by the clauses set forth in this section on this contract, 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 that is held by the same prime contractor (as defined in § 5.2). The necessary funds may be withheld from the contractor under this contract, any other Federal contract with the same prime contractor, or any other federally assisted contract that is subject to the Contract Work Hours and Safety Standards Act and is held by the same prime contractor, regardless of whether the other contract was awarded or assisted by the same agency, and such funds may be used to satisfy the contractor liability for which the funds were withheld.

b. *Priority to withheld funds.* The Department has priority to funds withheld or to be withheld in accordance with Section IV paragraph 2.a. or paragraph 3.a. of this section, or both, over claims to those funds by:

- (1) A contractor's surety(ies), including without limitation performance bond sureties and payment bond sureties;
- (2) A contracting agency for its procurement costs;
- (3) A trustee(s) (either a court-appointed trustee or a U.S. trustee, or both) in bankruptcy of a contractor, or a contractor's bankruptcy estate;
- (4) A contractor's assignee(s);
- (5) A contractor's successor(s); or
- (6) A claim asserted under the Prompt Payment Act, [31 U.S.C. 3901](#)–3907.

4. Subcontracts. The contractor or subcontractor must insert in any subcontracts the clauses set forth in paragraphs 1. through 5. of this section and a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime contractor is responsible for compliance by any subcontractor or lower tier subcontractor with the clauses set forth in paragraphs 1. through 5. In the

event of any violations of these clauses, the prime contractor and any subcontractor(s) responsible will be liable for any unpaid wages and monetary relief, including interest from the date of the underpayment or loss, due to any workers of lower-tier subcontractors, and associated liquidated damages and may be subject to debarment, as appropriate.

5. Anti-retaliation. It is unlawful for any person to discharge, demote, intimidate, threaten, restrain, coerce, blacklist, harass, or in any other manner discriminate against, or to cause any person to discharge, demote, intimidate, threaten, restrain, coerce, blacklist, harass, or in any other manner discriminate against, any worker or job applicant for:

- a. Notifying any contractor of any conduct which the worker reasonably believes constitutes a violation of the Contract Work Hours and Safety Standards Act (CWHSSA) or its implementing regulations in this part;
- b. Filing any complaint, initiating or causing to be initiated any proceeding, or otherwise asserting or seeking to assert on behalf of themselves or others any right or protection under CWHSSA or this part;
- c. Cooperating in any investigation or other compliance action, or testifying in any proceeding under CWHSSA or this part; or
- d. Informing any other person about their rights under CWHSSA or this part.

VI. SUBLETTING OR ASSIGNING THE CONTRACT

This provision is applicable to all Federal-aid construction contracts on the National Highway System pursuant to 23 CFR 635.116.

1. The contractor shall perform with its own organization contract work amounting to not less than 30 percent (or a greater percentage if specified elsewhere in the contract) of the total original contract price, excluding any specialty items designated by the contracting agency. Specialty items may be performed by subcontract and the amount of any such specialty items performed may be deducted from the total original contract price before computing the amount of work required to be performed by the contractor's own organization (23 CFR 635.116).

a. The term "perform work with its own organization" in paragraph 1 of Section VI refers to workers employed or leased by the prime contractor, and equipment owned or rented by the prime contractor, with or without operators. Such term does not include employees or equipment of a subcontractor or lower tier subcontractor, agents of the prime contractor, or any other assignees. The term may include payments for the costs of hiring leased employees from an employee leasing firm meeting all relevant Federal and State regulatory requirements. Leased employees may only be included in this term if the prime contractor meets all of the following conditions: (based on longstanding interpretation)

- (1) the prime contractor maintains control over the supervision of the day-to-day activities of the leased employees;
- (2) the prime contractor remains responsible for the quality of the work of the leased employees;

(3) the prime contractor retains all power to accept or exclude individual employees from work on the project; and

(4) the prime contractor remains ultimately responsible for the payment of predetermined minimum wages, the submission of payrolls, statements of compliance and all other Federal regulatory requirements.

b. "Specialty Items" shall be construed to be limited to work that requires highly specialized knowledge, abilities, or equipment not ordinarily available in the type of contracting organizations qualified and expected to bid or propose on the contract as a whole and in general are to be limited to minor components of the overall contract. 23 CFR 635.102.

2. Pursuant to 23 CFR 635.116(a), the contract amount upon which the requirements set forth in paragraph (1) of Section VI is computed includes the cost of material and manufactured products which are to be purchased or produced by the contractor under the contract provisions.

3. Pursuant to 23 CFR 635.116(c), the contractor shall furnish (a) a competent superintendent or supervisor who is employed by the firm, has full authority to direct performance of the work in accordance with the contract requirements, and is in charge of all construction operations (regardless of who performs the work) and (b) such other of its own organizational resources (supervision, management, and engineering services) as the contracting officer determines is necessary to assure the performance of the contract.

4. No portion of the contract shall be sublet, assigned or otherwise disposed of except with the written consent of the contracting officer, or authorized representative, and such consent when given shall not be construed to relieve the contractor of any responsibility for the fulfillment of the contract. Written consent will be given only after the contracting agency has assured that each subcontract is evidenced in writing and that it contains all pertinent provisions and requirements of the prime contract. (based on long-standing interpretation of 23 CFR 635.116).

5. The 30-percent self-performance requirement of paragraph (1) is not applicable to design-build contracts; however, contracting agencies may establish their own self-performance requirements. 23 CFR 635.116(d).

VII. SAFETY: ACCIDENT PREVENTION

This provision is applicable to all Federal-aid construction contracts and to all related subcontracts.

1. In the performance of this contract the contractor shall comply with all applicable Federal, State, and local laws governing safety, health, and sanitation (23 CFR Part 635). The contractor shall provide all safeguards, safety devices and protective equipment and take any other needed actions as it determines, or as the contracting officer may determine, to be reasonably necessary to protect the life and health of employees on the job and the safety of the public and to protect property in connection with the performance of the work covered by the contract. 23 CFR 635.108.

2. It is a condition of this contract, and shall be made a condition of each subcontract, which the contractor enters into pursuant to this contract, that the contractor and any subcontractor shall not permit any employee, in performance of the contract, to work in surroundings or under conditions which are unsanitary, hazardous or dangerous to his/her health or safety, as determined under construction safety and

health standards (29 CFR Part 1926) promulgated by the Secretary of Labor, in accordance with Section 107 of the Contract Work Hours and Safety Standards Act (40 U.S.C. 3704). 29 CFR 1926.10.

3. Pursuant to 29 CFR 1926.3, it is a condition of this contract that the Secretary of Labor or authorized representative thereof, shall have right of entry to any site of contract performance to inspect or investigate the matter of compliance with the construction safety and health standards and to carry out the duties of the Secretary under Section 107 of the Contract Work Hours and Safety Standards Act (40 U.S.C. 3704).

VIII. FALSE STATEMENTS CONCERNING HIGHWAY PROJECTS

This provision is applicable to all Federal-aid construction contracts and to all related subcontracts.

In order to assure high quality and durable construction in conformity with approved plans and specifications and a high degree of reliability on statements and representations made by engineers, contractors, suppliers, and workers on Federal-aid highway projects, it is essential that all persons concerned with the project perform their functions as carefully, thoroughly, and honestly as possible. Willful falsification, distortion, or misrepresentation with respect to any facts related to the project is a violation of Federal law. To prevent any misunderstanding regarding the seriousness of these and similar acts, Form FHWA-1022 shall be posted on each Federal-aid highway project (23 CFR Part 635) in one or more places where it is readily available to all persons concerned with the project:

18 U.S.C. 1020 reads as follows:

"Whoever, being an officer, agent, or employee of the United States, or of any State or Territory, or whoever, whether a person, association, firm, or corporation, knowingly makes any false statement, false representation, or false report as to the character, quality, quantity, or cost of the material used or to be used, or the quantity or quality of the work performed or to be performed, or the cost thereof in connection with the submission of plans, maps, specifications, contracts, or costs of construction on any highway or related project submitted for approval to the Secretary of Transportation; or

Whoever knowingly makes any false statement, false representation, false report or false claim with respect to the character, quality, quantity, or cost of any work performed or to be performed, or materials furnished or to be furnished, in connection with the construction of any highway or related project approved by the Secretary of Transportation; or

Whoever knowingly makes any false statement or false representation as to material fact in any statement, certificate, or report submitted pursuant to provisions of the Federal-aid Roads Act approved July 11, 1916, (39 Stat. 355), as amended and supplemented;

Shall be fined under this title or imprisoned not more than 5 years or both."

IX. IMPLEMENTATION OF CLEAN AIR ACT AND FEDERAL WATER POLLUTION CONTROL ACT (42 U.S.C. 7606; 2 CFR 200.88; EO 11738)

This provision is applicable to all Federal-aid construction contracts in excess of \$150,000 and to all related subcontracts. 48 CFR 2.101; 2 CFR 200.327.

By submission of this bid/proposal or the execution of this contract or subcontract, as appropriate, the bidder, proposer, Federal-aid construction contractor, subcontractor, supplier, or vendor agrees to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act (42 U.S.C. 7401-7671q) and the Federal Water Pollution Control Act, as amended (33 U.S.C. 1251-1387). Violations must be reported to the Federal Highway Administration and the Regional Office of the Environmental Protection Agency. 2 CFR Part 200, Appendix II.

The contractor agrees to include or cause to be included the requirements of this Section in every subcontract, and further agrees to take such action as the contracting agency may direct as a means of enforcing such requirements. 2 CFR 200.327.

X. CERTIFICATION REGARDING DEBARMENT, SUSPENSION, INELIGIBILITY AND VOLUNTARY EXCLUSION

This provision is applicable to all Federal-aid construction contracts, design-build contracts, subcontracts, lower-tier subcontracts, purchase orders, lease agreements, consultant contracts or any other covered transaction requiring FHWA approval or that is estimated to cost \$25,000 or more – as defined in 2 CFR Parts 180 and 1200. 2 CFR 180.220 and 1200.220.

1. Instructions for Certification – First Tier Participants:

a. By signing and submitting this proposal, the prospective first tier participant is providing the certification set out below.

b. The inability of a person to provide the certification set out below will not necessarily result in denial of participation in this covered transaction. The prospective first tier participant shall submit an explanation of why it cannot provide the certification set out below. The certification or explanation will be considered in connection with the department or agency's determination whether to enter into this transaction. However, failure of the prospective first tier participant to furnish a certification or an explanation shall disqualify such a person from participation in this transaction. 2 CFR 180.320.

c. The certification in this clause is a material representation of fact upon which reliance was placed when the contracting agency determined to enter into this transaction. If it is later determined that the prospective participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, the contracting agency may terminate this transaction for cause of default. 2 CFR 180.325.

d. The prospective first tier participant shall provide immediate written notice to the contracting agency to whom this proposal is submitted if any time the prospective first tier participant learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances. 2 CFR 180.345 and 180.350.

e. The terms "covered transaction," "debarred," "suspended," "ineligible," "participant," "person," "principal," and "voluntarily excluded," as used in this clause, are defined in 2 CFR Parts 180, Subpart I, 180.900-180.1020, and 1200. "First Tier Covered Transactions" refers to any covered transaction between a recipient or subrecipient of Federal funds and a participant (such as the prime or general contract). "Lower Tier Covered Transactions" refers to any covered transaction under a First Tier Covered Transaction (such as subcontracts). "First Tier Participant" refers to the participant who has entered into a covered transaction with a recipient or subrecipient of Federal funds (such as the prime or general contractor). "Lower Tier Participant" refers any participant who has entered into a covered transaction with a First Tier Participant or other Lower Tier Participants (such as subcontractors and suppliers).

f. The prospective first tier participant agrees by submitting this proposal that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the department or agency entering into this transaction. 2 CFR 180.330.

g. The prospective first tier participant further agrees by submitting this proposal that it will include the clause titled "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion-Lower Tier Covered Transactions," provided by the department or contracting agency, entering into this covered transaction, without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions exceeding the \$25,000 threshold. 2 CFR 180.220 and 180.300.

h. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that is not debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. 2 CFR 180.300; 180.320, and 180.325. A participant is responsible for ensuring that its principals are not suspended, debarred, or otherwise ineligible to participate in covered transactions. 2 CFR 180.335. To verify the eligibility of its principals, as well as the eligibility of any lower tier prospective participants, each participant may, but is not required to, check the System for Award Management website (<https://www.sam.gov/>). 2 CFR 180.300, 180.320, and 180.325.

i. Nothing contained in the foregoing shall be construed to require the establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and information of the prospective participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.

j. Except for transactions authorized under paragraph (f) of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the Federal Government, the department or agency may terminate this transaction for cause or default. 2 CFR 180.325.

* * * * *

2. Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion – First Tier Participants:

a. The prospective first tier participant certifies to the best of its knowledge and belief, that it and its principals:

(1) Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participating in covered transactions by any Federal department or agency, 2 CFR 180.335;.

(2) Have not within a three-year period preceding this proposal been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State, or local) transaction or contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property, 2 CFR 180.800;

(3) Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (Federal, State or local) with commission of any of the offenses enumerated in paragraph (a)(2) of this certification, 2 CFR 180.700 and 180.800; and

(4) Have not within a three-year period preceding this application/proposal had one or more public transactions (Federal, State or local) terminated for cause or default. 2 CFR 180.335(d).

(5) Are not a corporation that has been convicted of a felony violation under any Federal law within the two-year period preceding this proposal (USDOT Order 4200.6 implementing appropriations act requirements); and

(6) Are not a corporation with any unpaid Federal tax liability that has been assessed, for which all judicial and administrative remedies have been exhausted, or have lapsed, and that is not being paid in a timely manner pursuant to an agreement with the authority responsible for collecting the tax liability (USDOT Order 4200.6 implementing appropriations act requirements).

b. Where the prospective participant is unable to certify to any of the statements in this certification, such prospective participant should attach an explanation to this proposal. 2 CFR 180.335 and 180.340.

3. Instructions for Certification - Lower Tier Participants:

(Applicable to all subcontracts, purchase orders, and other lower tier transactions requiring prior FHWA approval or estimated to cost \$25,000 or more - 2 CFR Parts 180 and 1200). 2 CFR 180.220 and 1200.220.

a. By signing and submitting this proposal, the prospective lower tier participant is providing the certification set out below.

b. The certification in this clause is a material representation of fact upon which reliance was placed when this transaction was entered into. If it is later determined that the prospective lower tier participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, the department, or agency with which

this transaction originated may pursue available remedies, including suspension and/or debarment.

c. The prospective lower tier participant shall provide immediate written notice to the person to which this proposal is submitted if at any time the prospective lower tier participant learns that its certification was erroneous by reason of changed circumstances. 2 CFR 180.365.

d. The terms "covered transaction," "debarred," "suspended," "ineligible," "participant," "person," "principal," and "voluntarily excluded," as used in this clause, are defined in 2 CFR Parts 180, Subpart I, 180.900 – 180.1020, and 1200. You may contact the person to which this proposal is submitted for assistance in obtaining a copy of those regulations. "First Tier Covered Transactions" refers to any covered transaction between a recipient or subrecipient of Federal funds and a participant (such as the prime or general contractor). "Lower Tier Covered Transactions" refers to any covered transaction under a First Tier Covered Transaction (such as subcontracts). "First Tier Participant" refers to the participant who has entered into a covered transaction with a recipient or subrecipient of Federal funds (such as the prime or general contractor). "Lower Tier Participant" refers any participant who has entered into a covered transaction with a First Tier Participant or other Lower Tier Participants (such as subcontractors and suppliers).

e. The prospective lower tier participant agrees by submitting this proposal that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the department or agency with which this transaction originated. 2 CFR 1200.220 and 1200.332.

f. The prospective lower tier participant further agrees by submitting this proposal that it will include this clause titled "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion-Lower Tier Covered Transaction," without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions exceeding the \$25,000 threshold. 2 CFR 180.220 and 1200.220.

g. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that is not debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant is responsible for ensuring that its principals are not suspended, debarred, or otherwise ineligible to participate in covered transactions. To verify the eligibility of its principals, as well as the eligibility of any lower tier prospective participants, each participant may, but is not required to, check the System for Award Management website (<https://www.sam.gov/>), which is compiled by the General Services Administration. 2 CFR 180.300, 180.320, 180.330, and 180.335.

h. 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 clause. The knowledge and information of participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.

i. Except for transactions authorized under paragraph e of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is suspended, debarred, ineligible, or voluntarily

excluded from participation in this transaction, in addition to other remedies available to the Federal Government, the department or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment. 2 CFR 180.325.

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4. Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion--Lower Tier Participants:

a. The prospective lower tier participant certifies, by submission of this proposal, that neither it nor its principals:

(1) is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participating in covered transactions by any Federal department or agency, 2 CFR 180.355;

(2) is a corporation that has been convicted of a felony violation under any Federal law within the two-year period preceding this proposal (USDOT Order 4200.6 implementing appropriations act requirements); and

(3) is a corporation with any unpaid Federal tax liability that has been assessed, for which all judicial and administrative remedies have been exhausted, or have lapsed, and that is not being paid in a timely manner pursuant to an agreement with the authority responsible for collecting the tax liability. (USDOT Order 4200.6 implementing appropriations act requirements)

b. Where the prospective lower tier participant is unable to certify to any of the statements in this certification, such prospective participant should attach an explanation to this proposal.

* * * * *

XI. CERTIFICATION REGARDING USE OF CONTRACT FUNDS FOR LOBBYING

This provision is applicable to all Federal-aid construction contracts and to all related subcontracts which exceed \$100,000. 49 CFR Part 20, App. A.

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

a. 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.

b. 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.

2. 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 31 U.S.C. 1352. 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.

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

XII. USE OF UNITED STATES-FLAG VESSELS:

This provision is applicable to all Federal-aid construction contracts, design-build contracts, subcontracts, lower-tier subcontracts, purchase orders, lease agreements, or any other covered transaction. 46 CFR Part 381.

This requirement applies to material or equipment that is acquired for a specific Federal-aid highway project. 46 CFR 381.7. It is not applicable to goods or materials that come into inventories independent of an FHWA funded-contract.

When oceanic shipments (or shipments across the Great Lakes) are necessary for materials or equipment acquired for a specific Federal-aid construction project, the bidder, proposer, contractor, subcontractor, or vendor agrees:

1. To utilize privately owned United States-flag commercial vessels to ship at least 50 percent of the gross tonnage (computed separately for dry bulk carriers, dry cargo liners, and tankers) involved, whenever shipping any equipment, material, or commodities pursuant to this contract, to the extent such vessels are available at fair and reasonable rates for United States-flag commercial vessels. 46 CFR 381.7.

2. To furnish within 20 days following the date of loading for shipments originating within the United States or within 30 working days following the date of loading for shipments originating outside the United States, a legible copy of a rated, 'on-board' commercial ocean bill-of-lading in English for each shipment of cargo described in paragraph (b)(1) of this section to both the Contracting Officer (through the prime contractor in the case of subcontractor bills-of-lading) and to the Office of Cargo and Commercial Sealift (MAR-620), Maritime Administration, Washington, DC 20590. (MARAD requires copies of the ocean carrier's (master) bills of lading, certified onboard, dated, with rates and charges. These bills of lading may contain business sensitive information and therefore may be submitted directly to MARAD by the Ocean Transportation Intermediary on behalf of the contractor). 46 CFR 381.7.

**ATTACHMENT A - EMPLOYMENT AND MATERIALS
PREFERENCE FOR APPALACHIAN DEVELOPMENT
HIGHWAY SYSTEM OR APPALACHIAN LOCAL ACCESS
ROAD CONTRACTS (23 CFR 633, Subpart B, Appendix B)**

This provision is applicable to all Federal-aid projects funded under the Appalachian Regional Development Act of 1965.

1. During the performance of this contract, the contractor undertaking to do work which is, or reasonably may be, done as on-site work, shall give preference to qualified persons who regularly reside in the labor area as designated by the DOL wherein the contract work is situated, or the subregion, or the Appalachian counties of the State wherein the contract work is situated, except:

a. To the extent that qualified persons regularly residing in the area are not available.

b. For the reasonable needs of the contractor to employ supervisory or specially experienced personnel necessary to assure an efficient execution of the contract work.

c. For the obligation of the contractor to offer employment to present or former employees as the result of a lawful collective bargaining contract, provided that the number of nonresident persons employed under this subparagraph (1c) shall not exceed 20 percent of the total number of employees employed by the contractor on the contract work, except as provided in subparagraph (4) below.

2. The contractor shall place a job order with the State Employment Service indicating (a) the classifications of the laborers, mechanics and other employees required to perform the contract work, (b) the number of employees required in each classification, (c) the date on which the participant estimates such employees will be required, and (d) any other pertinent information required by the State Employment Service to complete the job order form. The job order may be placed with the State Employment Service in writing or by telephone. If during the course of the contract work, the information submitted by the contractor in the original job order is substantially modified, the participant shall promptly notify the State Employment Service.

3. The contractor shall give full consideration to all qualified job applicants referred to him by the State Employment Service. The contractor is not required to grant employment to any job applicants who, in his opinion, are not qualified to perform the classification of work required.

4. If, within one week following the placing of a job order by the contractor with the State Employment Service, the State Employment Service is unable to refer any qualified job applicants to the contractor, or less than the number requested, the State Employment Service will forward a certificate to the contractor indicating the unavailability of applicants. Such certificate shall be made a part of the contractor's permanent project records. Upon receipt of this certificate, the contractor may employ persons who do not normally reside in the labor area to fill positions covered by the certificate, notwithstanding the provisions of subparagraph (1c) above.

5. The provisions of 23 CFR 633.207(e) allow the contracting agency to provide a contractual preference for the use of mineral resource materials native to the Appalachian region.

6. The contractor shall include the provisions of Sections 1 through 4 of this Attachment A in every subcontract for work which is, or reasonably may be, done as on-site work.

NOTICE TO BIDDERS

CERTIFIED PAYROLLS

- A. Certified weekly payrolls covering the contractor's and all subcontractor's work forces shall be submitted to the Resident/Delivery Engineer along with the Weekly Employment Report (Form 1199) on all federally funded projects in accordance with CFR 29, Part 3, except these requirements shall not apply to any contract of \$2,000 or less, or county negotiated projects, or projects located on roadways classified as local or rural minor collectors, or projects located off the federal-aid highway system.
- 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 Report (Form 1199) shall be submitted to the Delivery 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 6.1 m³, 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.

03-05-04 (Rev.)

NOTICE TO BIDDERS

REPORT FORMS

FORM NUMBER:

1366 - "CONTRACTOR'S AFFIDAVIT OF INDEBTEDNESS"

1367 - "CONSENT OF SURETY TO PAYMENT TO CONTRACTOR"

The above listed forms will originate with the Construction Contract Section (Payment Unit) of Contract Services Division. They are sent out to the contractor (a) upon receipt of an estimate to reduce the reserve to a lump sum or (b) upon receipt of a final estimate.

The contractor must execute Form 1366 and forward along with Form 1367 to their surety company for the Surety's consent. Both of these forms are then returned to Michigan Department of Transportation's Contract Services Division. **These forms must be submitted to Agreements/Payments/Purchasing Section before a reduction in Reserve Estimate or a Final Estimate is paid.**

FHWA-47 - "STATEMENT OF MATERIALS AND LABOR USED BY CONTRACTORS ON HIGHWAY CONSTRUCTION INVOLVING FEDERAL FUNDS"

This form submitted by the contractor is required before final payment for federal projects over \$1,000,000.

1120 - "ACCEPTANCE REPORT"

This form will be initiated and submitted by the Region Engineer.

1199(06/01) - "WEEKLY EMPLOYMENT REPORT"

This form replaces forms 103B, 103F, 109, PR-1391, and 1199 (12/94). Form 1199 is to be submitted by the contractor to the Resident/Project Engineer when any of the following occurs:

1. Submitting certified payrolls on federally funded projects of \$2,000 or more, except county negotiated projects, or projects located on roadways classified as local or rural minor collectors, or projects located off the federal-aid highway system.
2. On state funded projects of \$10,000 or more and employing three or more people.
3. When work is performed the last week of July.

0125 - "MONTHLY OJT PILOT PROGRAM REPORT AND TRAINING LOG"

This form replaces Form 1199(12/94). Form 0125 is to be submitted by the contractor to MDOT, Office of Equal Opportunity and a copy to the Resident/Delivery Engineer when the following occurs:

1. Reporting the training record for the on-the-job training.
- 03-05-04 (rev.)

**NOTICE OF REQUIREMENT FOR AFFIRMATIVE ACTION
TO ENSURE EQUAL EMPLOYMENT OPPORTUNITY**

(EXECUTIVE ORDER 11246)

1. The offeror's or bidder's attention is called to the "Equal Opportunity Clause" and the "Standard Federal Employment 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 Minority
participation for each trade: _____ %

Goals for female
participation in each trade: _____ 6.9 %

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 nonfederally involved construction.

The Contractor's compliance with the regulations in CFR Part 60-4 shall be based on its implementation of the Equal Opportunity Clause, specific affirmative action obligation 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 must be substantially uniform throughout the length of the contract, and in each trade, and the Contractor shall make a good faith effort to employ minorities and women evenly on each of its projects. The transfer of minority or female employees or trainees from contractor to contractor or from project to project for the sole purpose of meeting the Contractor's goals shall be a violation of the contract, the Executive Order and the regulations in 41 CFR Part 60.4. Compliance with the goals will be measured against the total work hours performed.

CONTRACTOR SHALL COMPLY

3. The Contractor shall provide written notification to the *DIRECTOR OF THE OFFICE OF FEDERAL CONTRACT COMPLIANCE PROGRAMS within ten (10) working days of award of any construction subcontract in excess of \$10,000 at any tier for construction work under the contract resulting from this solicitation. The notification shall list the name, address and telephone number of the subcontractor; employer identification number; estimated dollar amount of the subcontract; estimated starting and completion dates of the subcontract; and the geographical area in which the contract is to be performed.

* Notification shall be forwarded to the OFCCP office for the county in which the project is located. See page 6 for the proper address.

4. As used in this Notice, and in the contract resulting from this solicitation, the "covered area" is: State

**STANDARD FEDERAL EQUAL EMPLOYMENT OPPORTUNITY
CONSTRUCTION CONTRACT SPECIFICATIONS
(EXECUTIVE ORDER 11246)**

1. As used in these specifications:
 - a. “Covered area” means the geographical area described in the solicitation from which this contract resulted;
 - b. “Director” means Director, Office of Federal Contract Compliance Programs, United States Department of Labor, or any 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:
 - (i) Black (all person having origins in any of the Black African racial groups not of Hispanic origin); and
 - (ii) Hispanic (all persons of Mexican, Puerto Rican, Cuban, Central or South American or other Spanish Culture of origin, regardless of race); and
 - (iii) Asian and Pacific Islander (all persons having origins in any of the original peoples of the Far East, South East Asia, the Indian Subcontinent, or the Pacific Islands); and
 - (iv) 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 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 Notice which contains the applicable goals for minority and female participation and which is set forth in the solicitation from which this contract resulted.
3. If the Contractor is participating (pursuant to 41 CFR 60.4.5) in a Hometown Plan approved by the U.S. Department of Labor in the covered area either individually or through an association, its affirmative action obligations on all work in the Plan area (including goals and timetables) shall be in accordance with that Plan for those trades which have unions participating in the Plan. Contractors must be able to demonstrate their participation in and compliance with the provisions of any such

Hometown Plan. Each Contractor or Subcontractor participating in an approved Plan is individually required to comply with its obligations under the EEO clause, and to make 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 paragraph 7a through p of these specifications. The goals set forth in the solicitation from which this contract resulted are expressed as percentages of the total hours of employment and training of minority and female utilization the Contractor should reasonably be able to achieve in each construction trade in which it has employees in the covered area. Covered construction contractors performing construction work in geographical areas 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 collective bargaining agreement, to refer either minorities or women shall excuse the Contractor's obligations under these specifications, Executive Order 11246, or the regulations promulgated pursuant thereto.**
- 6. In order for the nonworking training hours of apprentices and trainees to be counted in meeting the goals, such apprentices and trainees must be employed by the Contractor during the training period, and the Contractor must have made a commitment to employ the apprentices and trainees at the completion of their training, subject to the availability of employment opportunities. Trainees must be trained pursuant to training programs approved by the U.S. Department of Labor.**
- 7. The Contractor shall take specific affirmative actions to ensure equal employment opportunity. The evaluation of the Contractor's compliance with these specifications shall be based upon its effort to achieve maximum results from its actions. The Contractor shall document these efforts fully, and shall implement affirmative action steps at least as extensive as the following:**
 - a. Ensure and maintain a working environment free of harassment, intimidation, and coercion at all sites, and in all facilities at which the Contractor's employees are assigned to work. The Contractor, where possible, will assign two or more women to each construction project. The Contractor shall specifically ensure that all foremen, superintendents, and other on-site supervisory personnel are aware of and carry out the Contractor's obligation to maintain such a working environment, with specific attention to minority or female individuals working at such sites or in such facilities.**
 - b. Establish and maintain a current list of minority and female recruitment sources, provide written notification to minority and female recruitment sources and to community organizations when the Contractor or its unions have employment opportunities available, and maintain a record of the organizations' responses.**
 - c. Maintain a current file of the names, addresses and telephone numbers of each minority and female off-the-street applicant and minority or female referral from a union, a**

recruitment source or community organization and of what action was taken with respect to each such individual. If such individual was sent to the union hiring hall for referral and was not referred back to the Contractor by the union or, if referred, not employed by the Contractor, this shall be documented in the file with the reason therefor, 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 woman sent by the Contractor, or when the Contractor has other information that the union referral process has impeded the contractor's efforts to meet its obligations.
- e. Develop on-the-job training opportunities and/or participate in training programs for the area which expressly include 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 complied 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 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 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 supervisors' adherence to and performance under the Contractor's EEO policies and affirmative action obligations.**
- 8. Contractors are encouraged to participate in voluntary associations which assist in fulfilling one or more of their affirmative action obligations (7a through p). The efforts of a contractor association, joint contractor-union, contractor-community, or other similar group of which the contractor is a member and participant, may be asserted as fulfilling any one or more of its obligations under 7a through p of these Specifications provided that the contractor actively participates in the group, makes every effort to assure that the group has a positive impact on the employment of minorities and women in the industry, ensures that the concrete benefits of the program are reflected in the Contractor's minority and female workforce participation, makes a good faith effort to meet its individual goals and timetable, 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 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, the Contractor may be in violation of the Executive Order if a particular group is employed in a substantially disparate manner (for example, even though the Contractor has achieved its goals for women generally, the Contractor may be in violation of the Executive Order if a specific minority group of women is underutilized).**
- 10. The Contractor shall not use the goals and timetables or affirmative action standards to discriminate against any person because of race, color, religion, sex, or national origin.**
- 11. The Contractor shall not enter into any subcontract with any person or firm debarred from Government contracts pursuant to Executive Order 11246.**

12. The Contractor shall carry out such sanctions and penalties for violation of these specifications and of the Equal Opportunity Clause, including suspension, termination and cancellation of existing subcontracts as may be imposed or ordered pursuant to Executive Order 11246, as amended, and its implementing regulations, by the Office of Federal Contract Compliance Programs. Any Contractor who fails to carry out such sanctions and penalties shall be in violation of these specifications and Executive Order 11246, as amended.
13. The Contractor, in fulfilling its obligations under these specifications, shall implement specific affirmative action steps, at least as extensive as those standards prescribed in paragraph 7 of these specifications, so as to achieve maximum results from its efforts to ensure equal employment opportunity. If the Contractor fails to comply with the requirements of the Executive Order, the implementing regulations, or these specifications, the Director shall proceed in accordance with 41 CFR 60-4.8.
14. The Contractor shall designate a responsible official to monitor all employment related activity to ensure that the company EEO policy is being carried out, to submit reports relating to the provisions hereof as may be required by the Government and to keep records. Records shall at least include for each employee the name, address, telephone numbers, construction trade, union affiliation if any, employee identification number when assigned, social security number, race, sex, status (e.g. mechanic, apprentice, trainee, helper, or laborer), dates of changes in status, hours worked per week in the 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).

Detroit Area Office

Christopher Edwards, Area Office Director
U.S. DOL/ESA/OFCCP
Detroit Area Office
211 West Fort Street
Detroit, Michigan 48226
Phone: 313/226-3728

Michigan Counties:

Alcona	Benzie	Clare	Grand Traverse	Isabella	Lenawee
Allegan	Berrien	Clinton	Gratiot	Kalamazoo	Livingston
Alpena	Branch	Crawford	Hillsdale	Kalkaska	Macomb
Antrim	Calhoun	Eaton	Huron	Kent	Manistee
Arenac	Cass	Emmet	Ingham	Lake	Mason
Barry	Charlevoix	Genesee	Ionia	Lapeer	Mecosta
Bay	Cheboygan	Gladwin	Iosco	Leelanau	Midland

Michigan Counties:

Missaukee	Oceana	Roscommon	Van Buren
Monroe	Ogemaw	St. Clair	Washtenaw
Montcalm	Osceola	St. Joseph	Wayne
Montmorency	Oscoda	Saginaw	Wexford
Muskegon	Otsego	Sanilac	
Newaygo	Ottawa	Shiawassee	
Oakland	Presque Isle	Tuscola	

Milwaukee Area Office

Mr. Robert Potter
U.S. DOL/ESA/OFCCP
Milwaukee Area Office
Reuss Federal Bldg., Room 1115
310 West Wisconsin
Milwaukee, Wisconsin 53203
Phone: 414/291-3822

Michigan Counties:

Alger	Delta	Houghton	Luce	Menominee
Baraga	Dickinson	Iron	Mackinac	Ontonagon
Chippewa	Gogebic	Keweenaw	Marquette	Schoolcraft

COUNTY MINORITY AND FEMALE
PERCENTAGES USED BY THE MICHIGAN DEPT. OF TRANSPORTATION
(To Be Used in Section I of the Attached Title VI Report)

1	Alcona	=	5.2	43	Lake	=	4.9
2	Alger	=	1	44	Lapeer	=	17.7
3	Allegan	=	4.9	45	Leelanau	=	4.9
4	Alpena	=	5.2	46	Lenawee	=	7.3
5	Antrim	=	4.9	47	Livingston	=	17.5
6	Arenac	=	5.2	48	Luce	=	5.2
7	Baraga	=	1	49	Mackinac	=	5.2
8	Barry	=	7.2	50	Macomb	=	17.7
9	Bay	=	2.2	51	Manistee	=	4.9
10	Benzie	=	4.9	52	Marquette	=	1
11	Bemen	=	6.2	53	Mason	=	4.9
12	Branch	=	5.5	54	Mecosta	=	4.9
13	Calhoun	=	7.2	55	Menominee	=	1
14	Cass	=	6.2	56	Midland	=	5.2
15	Charlevoix	=	4.9	57	Missaukee	=	4.9
16	Cheboygan	=	5.2	58	Monroe	=	8.8
17	Chippewa	=	5.2	59	Montcalm	=	4.9
18	Clare	=	5.2	60	Montmorency	=	5.2
19	Clinton	=	5.2	61	Muskegon	=	9.7
20	Crawford	=	5.2	62	Newaygo	=	4.9
21	Delta	=	1	63	Oakland	=	17.7
22	Dickinson	=	1	64	Oceana	=	9.7
23	Eaton	=	5.5	65	Ogemaw	=	5.2
24	Emmet	=	4.9	66	Ontonagon	=	1.2
25	Genesee	=	12.6	67	Osceola	=	4.9
26	Gladwin	=	5.2	68	Oscoda	=	5.2
27	Gogebic	=	1.2	69	Otsego	=	5.2
	Grand						
28	Traverse	=	4.9	70	Ottawa	=	5.2
29	Gratiot	=	5.2	71	Presque Isle	=	5.2
30	Hillsdale	=	5.5	72	Roscommon	=	5.2
31	Houghton	=	1	73	Saginaw	=	14.3
32	Huron	=	5.2	74	Sanilac	=	16.7
33	Ingham	=	5.5	75	Schoolcraft	=	1
34	Ionia	=	5.5	76	Shiawassee	=	12.6
35	Iosco	=	5.2	77	St. Clair	=	17.7
36	Iron	=	1	78	St. Joseph	=	5.2
37	Isabella	=	5.2	79	Tuscola	=	5.2
38	Jackson	=	5.1	80	VanBuren	=	5.9
39	Kalamazoo	=	5.9	81	Washtenaw	=	8.5
40	Kalkaska	=	4.9	82	Wayne	=	17.7
41	Kent	=	5.2	83	Wexford	=	4.9
42	Keweenaw	=	1				

The Contruction goal for women in any Michigan county is 6.9 percent

Minority and female percentages are taken from the office of Federal Contract compliance Programs Statistics

Superseded General Decision Number: MI20220001

State: Michigan

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

Counties: Michigan Statewide.

Note: Contracts subject to the Davis-Bacon Act are generally required to pay at least the applicable minimum wage rate required under Executive Order 14026 or Executive Order 13658. Please note that these Executive Orders apply to covered contracts entered into by the federal government that are subject to the Davis-Bacon Act itself, but do not apply to contracts subject only to the Davis-Bacon Related Acts, including those set forth at 29 CFR 5.1(a)(2)-(60).

If the contract is entered into on or after January 30, 2022, or the contract is renewed or extended (e.g., an option is exercised) on or after January 30, 2022:	<ul style="list-style-type: none">. Executive Order 14026 generally applies to the contract.. The contractor must pay all covered workers at least \$16.20 per hour (or the applicable wage rate listed on this wage determination, if it is higher) for all hours spent performing on the contract in 2023.
If the contract was awarded on or between January 1, 2015 and January 29, 2022, and the contract is not renewed or extended on or after January 30, 2022:	<ul style="list-style-type: none">. Executive Order 13658 generally applies to the contract.. The contractor must pay all covered workers at least \$12.15 per hour (or the applicable wage rate listed on this wage determination, if it is higher) for all hours spent performing on that contract in 2023.

The applicable Executive Order minimum wage rate will be adjusted annually. If this contract is covered by one of the Executive Orders and a classification considered necessary for performance of work on the contract does not appear on this wage determination, the contractor must still submit a conformance request.

Additional information on contractor requirements and worker protections under the Executive Orders is available at <http://www.dol.gov/whd/govcontracts>.

Modification Number	Publication Date
0	01/06/2023
1	02/03/2023
2	02/17/2023

3	03/17/2023
4	05/12/2023
5	05/19/2023
6	05/26/2023
7	07/21/2023
8	08/25/2023
9	09/29/2023
10	10/06/2023
11	10/20/2023
12	11/03/2023

CARP0004-004 06/01/2019

REMAINDER OF STATE

	Rates	Fringes
CARPENTER (Piledriver).....	\$ 27.62	20.59

 CARP0004-005 06/01/2018

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

	Rates	Fringes
CARPENTER (Piledriver).....	\$ 30.50	27.28

 ELEC0017-005 06/01/2023

STATEWIDE

	Rates	Fringes
Line Construction		
Groundman/Driver.....	\$ 29.24	7.20+32%
Journeyman Signal Tech, Communications Tech, Tower		
Tech & Fiber Optic Splicers..	\$ 52.02	7.20+32%
Journeyman Specialist.....	\$ 53.83	32%+7.20
Operator A.....	\$ 37.13	7.20+32%
Operator B.....	\$ 34.67	7.20+32%

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.

 ENGI0324-003 06/01/2023

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.....	\$ 53.02	25.25
GROUP 2.....	\$ 54.02	25.25
GROUP 3.....	\$ 51.52	25.25
GROUP 4.....	\$ 52.52	25.25
GROUP 5.....	\$ 50.02	25.25
GROUP 6.....	\$ 51.02	25.25
GROUP 7.....	\$ 49.75	25.25
GROUP 8.....	\$ 50.75	25.25
GROUP 9.....	\$ 49.30	25.25
GROUP 10.....	\$ 50.30	25.25
GROUP 11.....	\$ 48.57	25.25
GROUP 12.....	\$ 49.57	25.25
GROUP 13.....	\$ 48.21	25.25
GROUP 14.....	\$ 49.21	25.25
GROUP 15.....	\$ 47.57	25.25
GROUP 16.....	\$ 44.37	25.25
GROUP 17.....	\$ 28.89	12.40
GROUP 18.....	\$ 33.38	25.25

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: Forklift and 1 drum hoist

GROUP 17: Compressor or welder operator

GROUP 18: Oiler

ENGI0324-004 06/01/2023

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.....	\$ 53.02	25.25
GROUP 2.....	\$ 49.75	25.25
GROUP 3.....	\$ 48.21	25.25
GROUP 4.....	\$ 44.37	25.25
GROUP 5.....	\$ 28.89	12.40
GROUP 6.....	\$ 33.38	25.25
AREA 2		
GROUP 1.....	\$ 53.02	25.25
GROUP 2.....	\$ 49.75	24.25
GROUP 3.....	\$ 48.21	25.25
GROUP 4.....	\$ 44.37	25.25
GROUP 5.....	\$ 28.89	12.40
GROUP 6.....	\$ 33.38	25.25

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.

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.

GROUP 2: Crane Operator with main boom & jib 140' or longer, Tower Crane; 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 09/01/2023

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

AREA 2: ALCONA, ALLEGAN, ALGER, 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, KWEENAW, LAKE, LEELANAU, LENAWEE, LUCE, MACKINAC, MANISTEE, MARQUETTE, MASON, MECOSTA, MENOMINEE, MIDLAND, MISSAUKEE, MONTCALM, MONTMORENCY, MUSKEGON, NEWAYGO, OCEANA, OGEMAW, ONTONAGON, OSCEOLA, OSCODA, OTSEGO, OTTAWA, PRESQUE ISLE, ROSCOMMON, SAGINAW, SANILAC, SCHOOLCRAFT, SHIAWASSEE, ST. JOSEPH, TUSCOLA, VAN BUREN AND WEXFORD COUNTIES

	Rates	Fringes
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OPERATOR: Power Equipment
(Underground construction
(including sewer))

AREA 1:

GROUP 1.....	\$ 41.08	25.25
GROUP 2.....	\$ 36.25	25.25
GROUP 3.....	\$ 35.52	25.25
GROUP 4.....	\$ 34.95	25.25
GROUP 5.....	\$ 25.35	12.10

AREA 2:

GROUP 1.....	\$ 39.27	25.25
GROUP 2.....	\$ 34.38	25.25
GROUP 3.....	\$ 33.88	25.25
GROUP 4.....	\$ 33.60	25.25
GROUP 5.....	\$ 25.35	12.10

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 and End dump operator;

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); Hydraulic pipe pushing machine; Mulching equipment; 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); Sweeper (Wayne type); Water wagon and Extend-a boom forklift

Group 5: Fire Person, Oiler

* ENGI0324-006 06/01/2023

GENESEE, MACOMB, MONROE, OAKLAND, WASHTENAW, WAYNE, 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)		
GROUP 1.....	\$ 40.46	25.25
GROUP 2.....	\$ 37.73	25.25
GROUP 3.....	\$ 33.17	25.55
GROUP 4.....	\$ 33.00	25.25

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; Vacuum truck operator; Batch Plant (concrete dry batch); Concrete Saw Operator (40h.p. or over; Tractor Operator (farm type); Finishing Machine Operator (concrete); Grader Operator (self-propelled fine grade or form (concrete)).

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); Greese Truck; Air Compressor Operator (600 cu.ft. per min or more); Air Compressor Operator (two or more, less than 600 cfm);

GROUP 3: Boiler fire tender; Tractor operator (farm type with attachment); Concrete Breaker; Wagon Drill Operator;

GROUP 4: Oiler; Fire tender; Trencher (service); Flexplane operator; Cleftplane operator; Boom or winch hoist truck operator; Endloader operator *under 1 yd. capacity); Roller Operator (other than asphalt); Curing equipment operator (self-propelled); Power bin operator; Plant drier (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); End dump; Skid Steer.

 ENGI0324-007 05/01/2023

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.....	\$ 38.50	25.00
Crane operator, main boom & jib 120' or longer.....	\$ 44.97	25.00
Crane operator, main boom & jib 140' or longer.....	\$ 44.17	24.60
Crane operator, main boom & jib 220' or longer.....	\$ 45.27	25.00
Mechanic with truck and tools.....	\$ 44.10	25.00
Oiler and fireman.....	\$ 39.96	25.00

Regular operator.....\$ 42.32 25.00

ENGI0324-008 10/01/2022

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

Rates Fringes

OPERATOR: Power Equipment
(Sewer Relining)

GROUP 1.....	\$ 35.37	14.77
GROUP 2.....	\$ 33.33	14.77

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

ENGI0325-012 05/01/2023

Rates Fringes

Power equipment operators -
gas distribution and duct
installation work:

GROUP 1.....	\$ 36.18	25.25
GROUP 2.....	\$ 33.45	25.25

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.

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). 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). Oiler, hydraulic pipe pushing machine, grease person and hydrostatic testing operator.

IRON0008-007 06/01/2022

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.....	\$ 38.14	28.70
General contracts less		
than \$10,000,000.....	\$ 38.14	28.70

Paid Holidays: New Year's Day, Memorial Day, July 4th, Labor Day, Thanksgiving Day & Christmas Day.

IRON0025-002 06/01/2023

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		
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:..	\$ 24.59	25.43
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...	\$ 25.81	26.43
IRONWORKER		
Ornamental and Structural...	\$ 34.50	38.44

Reinforcing.....	\$ 32.68	35.15
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IRON0055-005 07/01/2022

LENAWEE AND MONROE COUNTIES:

	Rates	Fringes
IRONWORKER		
Pre-engineered metal buildings.....	\$ 23.59	19.35
All other work.....	\$ 33.00	27.20

IRON0292-003 06/01/2020

BERRIEN AND CASS COUNTIES:

	Rates	Fringes
IRONWORKER (Including pre-engineered metal building erector).....		
	\$ 31.75	22.84

LAB00005-006 10/01/2022

	Rates	Fringes
Laborers - hazardous waste abatement: (ALCONA, ALPENA, ANTRIM, BENZIE, CHARLEVOIX, CHEBOYGAN, CRAWFORD, EMMET, GRAND TRAVERSE, IOSCO, KALKASKA, LEELANAU, MISSAUKEE, MONTMORENCY, OSCODA, OTSEGO, PRESQUE ISLE AND WEXFORD COUNTIES - Zone 10)		
Levels A, B or C.....	\$ 17.45	12.75
class b.....	\$ 18.64	12.90
Work performed in conjunction with site preparation not requiring the use of personal protective equipment;		
Also, Level D.....	\$ 16.45	12.75
class a.....	\$ 17.64	12.90

Zone 10		
Laborers - hazardous waste abatement: (ALGER, BARAGA, CHIPPEWA, DELTA, DICKINSON, GOGEBIC, HOUGHTON, IRON, KEWEENAW, LUCE, MACKINAC, MARQUETTE, MENOMINEE, ONTONAGON AND SCHOOLCRAFT COUNTIES - Zone 11)		
Levels A, B or C.....	\$ 25.18	12.90
Work performed in conjunction with site preparation not requiring the use of personal protective equipment;		
Also, Level D.....	\$ 22.58	12.90

Laborers - hazardous waste abatement: (ALLEGAN, BARRY, BERRIEN, BRANCH, CALHOUN,

CASS, IONIA COUNTY (except
 the city of Portland);
 KALAMAZOO, KENT, LAKE,
 MANISTEE, MASON, MECOSTA,
 MONTCALM, MUSKEGON, NEWAYGO,
 OCEANA, OSCEOLA, OTTAWA, ST.
 JOSEPH AND VAN BUREN COUNTIES
 - Zone 9)
 Levels A, B or C.....\$ 21.88 13.26
 Work performed in
 conjunction with site
 preparation not requiring
 the use of personal
 protective equipment;
 Also, Level D.....\$ 20.80 12.90
 Laborers - hazardous waste
 abatement: (ARENAC, BAY,
 CLARE, GLADWIN, GRATIOT,
 HURON, ISABELLA, MIDLAND,
 OGEMAW, ROSCOMMON, SAGINAW
 AND TUSCOLA COUNTIES - Zone 8)
 Levels A, B or C.....\$ 23.74 12.95
 Work performed in
 conjunction with site
 preparation not requiring
 the use of personal
 protective equipment;
 Also, Level D.....\$ 20.80 12.90
 Laborers - hazardous waste
 abatement: (CLINTON, EATON
 AND INGHAM COUNTIES; IONIA
 COUNTY (City of Portland);
 LIVINGSTON COUNTY (west of
 Oak Grove Rd., including the
 City of Howell) - Zone 6)
 Levels A, B or C.....\$ 26.33 12.95
 Work performed in
 conjunction with site
 preparation not requiring
 the use of personal
 protective equipment;
 Also, Level D.....\$ 24.64 12.90
 Laborers - hazardous waste
 abatement: (GENESEE, LAPEER
 AND SHIAWASSEE COUNTIES -
 Zone 7)
 Levels A, B or C.....\$ 24.20 13.80
 Work performed in
 conjunction with site
 preparation not requiring
 the use of personal
 protective equipment;
 Also, Level D.....\$ 23.20 13.80
 Laborers - hazardous waste
 abatement: (HILLSDALE,
 JACKSON AND LENAWEЕ COUNTIES
 - Zone 4)
 Levels A, B or C.....\$ 27.13 14.95
 Work performed in
 conjunction with site
 preparation not requiring
 the use of personal
 protective equipment;
 Also, Level D.....\$ 24.17 12.90
 Laborers - hazardous waste

abatement: (LIVINGSTON COUNTY	
(east of Oak Grove Rd. and	
south of M-59, excluding the	
city of Howell); AND	
WASHTENAW COUNTY - Zone 3)	
Levels A, B or C.....\$ 29.93	14.20
Work performed in	
conjunction with site	
preparation not requiring	
the use of personal	
protective equipment;	
Also, Level D.....\$ 28.93	14.20
Laborers - hazardous waste	
abatement: (MACOMB AND WAYNE	
COUNTIES - Zone 1)	
Levels A, B or C.....\$ 29.93	16.90
Work performed in	
conjunction with site	
preparation not requiring	
the use of personal	
protective equipment;	
Also, Level D.....\$ 28.93	16.90
Laborers - hazardous waste	
abatement: (MONROE COUNTY -	
Zone 4)	
Levels A, B or C.....\$ 31.75	14.90
Work performed in	
conjunction with site	
preparation not requiring	
the use of personal	
protective equipment;	
Also, Level D.....\$ 31.75	14.90
Laborers - hazardous waste	
abatement: (OAKLAND COUNTY	
and the Northeast portion of	
LIVINGSTON COUNTY bordered by	
Oak Grove Road on the West	
and M-59 on the South - Zone	
2)	
Level A, B, C.....\$ 29.93	16.90
Work performed in	
conjunction with site	
preparation not requiring	
the use of personal	
protective equipment;	
Also, Level D.....\$ 28.93	16.90
Laborers - hazardous waste	
abatement: (SANILAC AND ST.	
CLAIR COUNTIES - Zone 5)	
Levels A, B or C.....\$ 26.21	16.62
Work performed in	
conjunction with site	
preparation not requiring	
the use of personal	
protective equipment;	
Also, Level D.....\$ 24.75	16.35

LAB00259-001 09/01/2023

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.....	\$ 23.62	16.93
GROUP 2.....	\$ 23.73	16.93
GROUP 3.....	\$ 23.79	16.93
GROUP 4.....	\$ 23.97	16.93
GROUP 5.....	\$ 24.22	16.93
GROUP 6.....	\$ 24.55	16.93
GROUP 7.....	\$ 17.83	16.93
AREA 2		
GROUP 1.....	\$ 27.57	16.93
GROUP 2.....	\$ 25.24	16.93
GROUP 3.....	\$ 25.34	16.93
GROUP 4.....	\$ 29.57	16.93
GROUP 5.....	\$ 25.76	16.93
GROUP 6.....	\$ 26.07	16.93
GROUP 7.....	\$ 25.57	16.93

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.

LAB00334-001 09/01/2022

	Rates	Fringes
Laborers - open cut:		
ZONE 1 - MACOMB, OAKLAND		
AND WAYNE COUNTIES:		
GROUP 1.....	\$ 23.47	16.72
GROUP 2.....	\$ 23.58	16.72
GROUP 3.....	\$ 23.63	16.72
GROUP 4.....	\$ 23.71	16.72
GROUP 5.....	\$ 24.17	16.72
GROUP 6.....	\$ 22.00	16.72
GROUP 7.....	\$ 17.84	16.72
ZONE 2 - LIVINGSTON COUNTY		
(east of M-151 (Oak Grove Rd.)); MONROE AND		
WASHTENAW COUNTIES:		
GROUP 1.....	\$ 25.20	16.72
GROUP 2.....	\$ 24.91	16.72
GROUP 3.....	\$ 25.03	16.72
GROUP 4.....	\$ 25.10	16.72
GROUP 5.....	\$ 25.25	16.72
GROUP 6.....	\$ 22.55	16.72
GROUP 7.....	\$ 22.11	16.72
ZONE 3 - CLINTON, EATON,		
GENESEE, HILLSDALE AND		
INGHAM COUNTIES; IONIA		
COUNTY (City of Portland);		
JACKSON, LAPEER AND		
LENAWEE COUNTIES;		
LIVINGSTON COUNTY (west of		
M-151 Oak Grove Rd.);		
SANILAC, ST. CLAIR AND		
SHIAWASSEE COUNTIES:		
GROUP 1.....	\$ 23.39	16.72
GROUP 2.....	\$ 23.13	16.72
GROUP 3.....	\$ 23.25	16.72
GROUP 4.....	\$ 23.30	16.72
GROUP 5.....	\$ 23.44	16.72
GROUP 6.....	\$ 20.74	16.72
GROUP 7.....	\$ 22.23	16.72
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, OTSEGO,
 OTTAWA, PRESQUE ISLE,
 ROSCOMMON, SAGINAW, ST.
 JOSEPH, TUSCOLA, VAN BUREN
 AND WEXFORD COUNTIES:

GROUP 1.....	\$ 22.42	16.72
GROUP 2.....	\$ 22.15	16.72
GROUP 3.....	\$ 22.26	16.72
GROUP 4.....	\$ 22.33	16.72
GROUP 5.....	\$ 22.45	16.72
GROUP 6.....	\$ 19.67	16.72
GROUP 7.....	\$ 22.30	16.72

ZONE 5 - ALGER, BARAGA,
 CHIPPEWA, DELTA,
 DICKINSON, GOGEBIC,
 HOUGHTON, IRON,
 KEWEENAW, LUCE, MACKINAC,
 MARQUETTE, MENOMINEE,
 ONTONAGON AND SCHOOLCRAFT
 COUNTIES:

GROUP 1.....	\$ 22.24	16.72
GROUP 2.....	\$ 22.38	16.72
GROUP 3.....	\$ 22.51	16.72
GROUP 4.....	\$ 22.56	16.72
GROUP 5.....	\$ 22.64	16.72
GROUP 6.....	\$ 19.99	16.72
GROUP 7.....	\$ 22.45	16.72

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, rodger, 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.

LAB00465-001 06/01/2023

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.....	\$ 29.67	13.45
GROUP 2.....	\$ 29.88	13.45
GROUP 3.....	\$ 30.17	13.45
GROUP 4.....	\$ 30.61	13.45
GROUP 5.....	\$ 30.23	13.45
GROUP 6.....	\$ 30.66	13.45
LABORER (AREA 2)		
GROUP 1.....	\$ 26.92	12.90
GROUP 2.....	\$ 27.12	12.90
GROUP 3.....	\$ 27.36	12.90
GROUP 4.....	\$ 27.71	12.90

GROUP 5.....	\$ 27.58	12.90
GROUP 6.....	\$ 27.92	12.90
LABORER (AREA 3)		
GROUP 1.....	\$ 26.22	12.90
GROUP 2.....	\$ 26.43	12.90
GROUP 3.....	\$ 26.72	12.90
GROUP 4.....	\$ 27.16	12.90
GROUP 5.....	\$ 26.78	12.90
GROUP 6.....	\$ 27.21	12.90
LABORER (AREA 4)		
GROUP 1.....	\$ 26.22	12.90
GROUP 2.....	\$ 26.43	12.90
GROUP 3.....	\$ 26.72	12.90
GROUP 4.....	\$ 27.16	12.90
GROUP 5.....	\$ 26.78	12.90
GROUP 6.....	\$ 27.21	12.90

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.

MICHIGAN STATEWIDE

	Rates	Fringes
LABORER (DISTRIBUTION WORK)		
Zone 1.....	\$ 25.17	13.32
Zone 2.....	\$ 24.22	13.45
Zone 3.....	\$ 21.60	13.45
Zone 4.....	\$ 20.97	13.43
Zone 5.....	\$ 21.00	13.40

DISTRIBUTION WORK - The construction, installation, treating and reconditioning of distribution pipelines transporting coal, oil, gas or other similar materials, vapors or liquids, including pipelines within private property boundaries, up to and including the meter settings on residential, commercial, industrial, institutional, private and public structures. All work covering pumping stations and tank farms not covered by the Building Trades Agreement. Other distribution lines with the exception of sewer, water and cable television are included.

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

Zone 1 - Macomb, Oakland and Wayne

Zone 2 - Monroe and Washtenaw

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

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

Zone 5 - Remaining Counties in Michigan

PAIN0022-002 07/01/2008

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

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

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

above the floor level, \$0.80 per hour additional. For all preparatorial work and painting on all highway bridges or overpasses up to forty (40) feet in height, \$0.50 per hour additional. For all steeplejack work performed where the elevation is forty (40) feet or more, \$1.25 per hour additional.

PAIN0312-001 06/01/2018

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

	Rates	Fringes
PAINTER		
Brush and roller.....	\$ 23.74	13.35
Spray, Sandblast, Sign		
Painting.....	\$ 24.94	13.35

PAIN0845-003 05/10/2018

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

	Rates	Fringes
PAINTER.....	\$ 25.49	13.74

PAIN0845-015 05/10/2018

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.....	\$ 25.49	13.74

PAIN0845-018 05/10/2018

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.....	\$ 25.49	13.74

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

PAIN1011-003 06/02/2022

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

	Rates	Fringes
PAINTER.....	\$ 24.66	14.99

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 06/01/2019

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.....	\$ 25.39	14.68
All other work, including maintenance of industrial plant.....	\$ 25.39	14.68

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 06/01/2018

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

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

	Rates	Fringes
CEMENT MASON/CONCRETE FINISHER		
ZONE 1.....	\$ 31.47	13.81
ZONE 2.....	\$ 29.97	13.81

PLUM0190-003 05/01/2015

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
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Plumber/Pipefitter - gas
distribution pipeline:
Welding in conjunction
with gas distribution
pipeline work.....\$ 33.03 20.19
All other work:.....\$ 24.19 12.28

TEAM0007-004 06/01/2020

AREA 1: 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, LUCE, MACKINAC, MANISTEE,
MARQUETTE, MASON, MECOSTA, MENOMINEE, MIDLAND, MISSAUKEE,
MONTCALM, MONTMORENCY, MUSKEGON, NEWAYGO, OCEANA, OGEMAW,
ONTONAGON, OSCEOLA, OSCODA, OTSEGO, OTTAWA, PRESQUE ISLE,
ROSCOMMON, SAGINAW, SANILAC, SCHOOLCRAFT, SHIAWASSEE, 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.....	\$ 28.05	.50 + a+b
Trucks under 8 cu. yds.....	\$ 27.80	.50 + a+b
Trucks, 8 cu. yds. and over.....	\$ 27.90	.50 + a+b
AREA 2		
Euclids, double bottomms and lowboys.....	\$ 24.895	.50 + a+b
Euclids, double bottoms and lowboys.....	\$ 28.15	.50 + a+b
Trucks under 8 cu. yds.....	\$ 27.90	.50 + a+b
Trucks, 8 cu. yds. and over.....	\$ 28.00	.50 + a+b

Footnote:
a. \$470.70 per week
b. \$68.70 daily

TEAM0247-004 04/01/2013

AREA 1: 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, LUCE, MACKINAC, MANISTEE,
MARQUETTE, MASON, MECOSTA, MENOMINEE, MIDLAND, MISSAUKEE,
MONTCALM, MONTMORENCY, MUSKEGON, NEWAYGO, OCEANA, OGEMAW,
ONTONAGON, OSCEOLA, OSCODA, OTSEGO, OTTAWA, PRESQUE ISLE,
ROSCOMMON, SANILAC, SCHOOLCRAFT, SHIAWASSEE, SAGINAW, ST.
CLAIR, ST. JOSEPH, TUSCOLA, VAN BUREN AND WEXFORD COUNTIES

AREA 2: GENESEE, LIVINGSTON, MACOMB, MONROE, OAKLAND,

WASHTENAW AND WAYNE COUNTIES

	Rates	Fringes
Sign Installer		
AREA 1		
GROUP 1.....	\$ 21.78	11.83
GROUP 2.....	\$ 25.27	11.8375
AREA 2		
GROUP 1.....	\$ 22.03	11.83
GROUP 2.....	\$ 25.02	11.8375

FOOTNOTE:

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

SIGN INSTALLER CLASSIFICATIONS:

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 04/01/2018

AREA 1: LAPEER AND SHIAWASSEE COUNTIES

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

	Rates	Fringes
TRUCK DRIVER (Underground construction)		
AREA 1		
GROUP 1.....	\$ 23.82	19.04
GROUP 2.....	\$ 23.91	19.04
GROUP 3.....	\$ 24.12	19.04
AREA 2		
GROUP 1.....	\$ 24.12	19.04
GROUP 2.....	\$ 24.26	19.04
GROUP 3.....	\$ 24.45	19.04

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

* SUMI2002-001 05/01/2002

	Rates	Fringes
Flag Person.....	\$ 10.10 **	0.00
LINE PROTECTOR (ZONE 1: GENESEE, MACOMB, MONROE, OAKLAND, WASHTENAW AND WAYNE)....	\$ 22.89	13.45
LINE PROTECTOR (ZONE 2: STATEWIDE (EXCLUDING GENESEE, MACOMB, MONROE, OAKLAND, WASHTENAW AND WAYNE).....	\$ 20.19	13.45
Pavement Marking Machine (ZONE 1: GENESEE, MACOMB, MONROE, OAKLAND, WASHTENAW AND WAYNE COUNTIES) Group 1.....	\$ 30.52	13.45
Pavement Marking Machine (ZONE 1: GENESEE, MACOMB, MONROE, OAKLAND, WASHTENAW AND WAYNE) Group 2.....	\$ 27.47	13.45
Pavement Marking Machine (ZONE 2: STATEWIDE (EXCLUDING GENESEE, MACOMB, MONROE, OAKLAND, WASHTENAW AND WAYNE COUNTIES) Group 1.....	\$ 26.92	13.45
Pavement Marking Machine (ZONE 2: STATEWIDE (EXCLUDING GENESEE, MACOMB, MONROE, OAKLAND, WASHTENAW AND WAYNE) Group 2.....	\$ 24.23	13.45

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.

WELDERS - Receive rate prescribed for craft performing operation to which welding is incidental.

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** Workers in this classification may be entitled to a higher minimum wage under Executive Order 14026 (\$16.20) or 13658 (\$12.15). Please see the Note at the top of the wage determination for more information.

Note: Executive Order (EO) 13706, Establishing Paid Sick Leave for Federal Contractors applies to all contracts subject to the Davis-Bacon Act for which the contract is awarded (and any solicitation was issued) on or after January 1, 2017. If this contract is covered by the EO, the contractor must provide employees with 1 hour of paid sick leave for every 30 hours they work, up to 56 hours of paid sick leave each year. Employees must be permitted to use paid sick leave for their own illness, injury or other health-related needs, including preventive care; to assist a family member (or person who is like family to the employee) who is ill, injured, or has other health-related needs, including preventive care; or for reasons resulting from, or to assist a family member (or person who is like family to the employee) who is a victim of, domestic violence, sexual assault, or stalking. Additional information on contractor requirements and worker protections under the EO is available at <https://www.dol.gov/agencies/whd/government-contracts>.

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)).

The body of each wage determination lists the classification and wage rates that have been found to be prevailing for the cited type(s) of construction in the area covered by the wage determination. The classifications are listed in alphabetical order of ""identifiers"" that indicate whether the particular rate is a union rate (current union negotiated rate for local), a survey rate (weighted average rate) or a union average rate (weighted union average rate).

Union Rate Identifiers

A four letter classification abbreviation identifier enclosed in dotted lines beginning with characters other than ""SU"" or ""UAVG"" denotes that the union classification and rate were prevailing for that classification in the survey. Example: PLUM0198-005 07/01/2014. PLUM is an abbreviation identifier of the union which prevailed in the survey for this classification, which in this example would be Plumbers. 0198 indicates the local union number or district council number

where applicable, i.e., Plumbers Local 0198. The next number, 005 in the example, is an internal number used in processing the wage determination. 07/01/2014 is the effective date of the most current negotiated rate, which in this example is July 1, 2014.

Union prevailing wage rates are updated to reflect all rate changes in the collective bargaining agreement (CBA) governing this classification and rate.

Survey Rate Identifiers

Classifications listed under the ""SU"" identifier indicate that no one rate prevailed for this classification in the survey and the published rate is derived by computing a weighted average rate based on all the rates reported in the survey for that classification. As this weighted average rate includes all rates reported in the survey, it may include both union and non-union rates. Example: SULA2012-007 5/13/2014. SU indicates the rates are survey rates based on a weighted average calculation of rates and are not majority rates. LA indicates the State of Louisiana. 2012 is the year of survey on which these classifications and rates are based. The next number, 007 in the example, is an internal number used in producing the wage determination. 5/13/2014 indicates the survey completion date for the classifications and rates under that identifier.

Survey wage rates are not updated and remain in effect until a new survey is conducted.

Union Average Rate Identifiers

Classification(s) listed under the UAVG identifier indicate that no single majority rate prevailed for those classifications; however, 100% of the data reported for the classifications was union data. EXAMPLE: UAVG-OH-0010 08/29/2014. UAVG indicates that the rate is a weighted union average rate. OH indicates the state. The next number, 0010 in the example, is an internal number used in producing the wage determination. 08/29/2014 indicates the survey completion date for the classifications and rates under that identifier.

A UAVG rate will be updated once a year, usually in January of each year, to reflect a weighted average of the current negotiated/CBA rate of the union locals from which the rate is based.

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 National Office because National Office has 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

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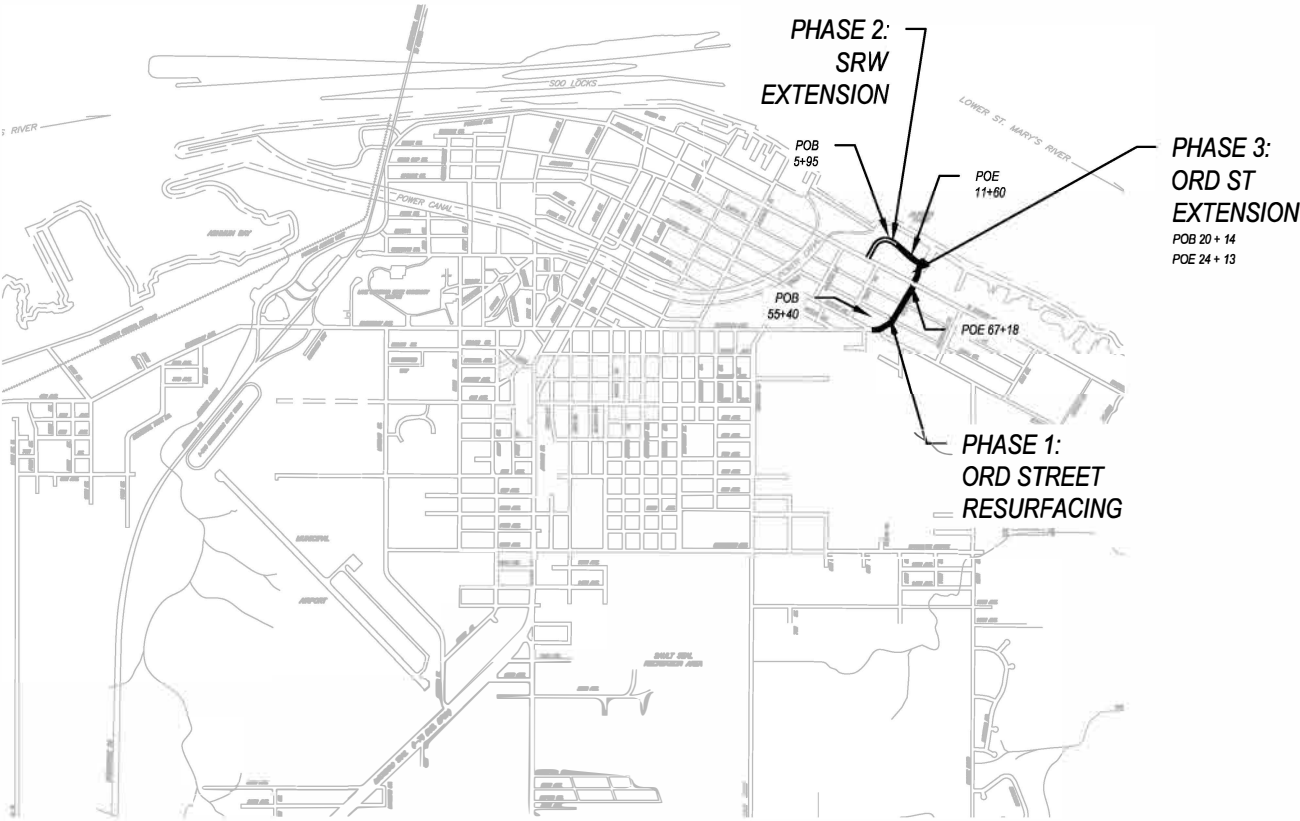
THE IMPROVEMENTS COVERED BY THESE PLANS SHALL BE DONE IN ACCORDANCE WITH THE MICHIGAN DEPARTMENT OF TRANSPORTATION 2020 STANDARD SPECIFICATIONS FOR CONSTRUCTION. PHYSICAL ROAD NUMBER (PR#) & MILEPOST (MP) DATA ARE FROM MICHIGAN GEOGRAPHIC FRAMEWORK VERSION #17.

TRAFFIC DATA:
DESIGN SPEED: 30 MPH
POSTED SPEED: 30 MPH
ADT: 3,727, 7% COMMERCIAL
FUTURE ADT: 4,323, 7%
COMMERCIAL

CITY OF SAULT STE. MARIE, MICHIGAN
IN COOPERATION WITH THE
MICHIGAN DEPARTMENT OF TRANSPORTATION
AND THE FEDERAL HIGHWAY ADMINISTRATION
PLANS FOR IMPROVEMENTS
SALMON RUN WAY / ORD STREET EXTENSION
AND ORD STREET
PAVING PROJECT:

B-43-23

CONTROL SEC.: FLAP 17000
JOB NO.: 210967



CONTRACT FOR:
COLD MILLING, HMA PACVING, HMA APPROACH PAVING,
SIDEWALK AND SIDEWALK RAMP INSTALLATION, CURB
AND GUTTER REPLACEMENT, PERMANENT SIGNS AND
PAVEMENT MARKING

CITY OF SAULT STE. MARIE
PREPARED UNDER SUPERVISION OF

DAVID S. BOYLE, PE
CITY ENGINEER



CITY OF
SAULT STE. MARIE, MI
ENGINEERING DEPARTMENT
225 E PORTAGE AVENUE
SAULT STE. MARIE, MI 49783
(906) 632-5730 FAX: (906) 635-5606

SUBJECT:

SALMON RUN WAY / ORD STREET EXTENSION AND ORD STREET PAVING PROJECT
B-43-23
TITLE SHEET

REVISIONS

NO.	BY	DATE

DRAWN BY: L. MILLER JR.

APPROVED: D. BOYLE

SCALE: AS NOTED

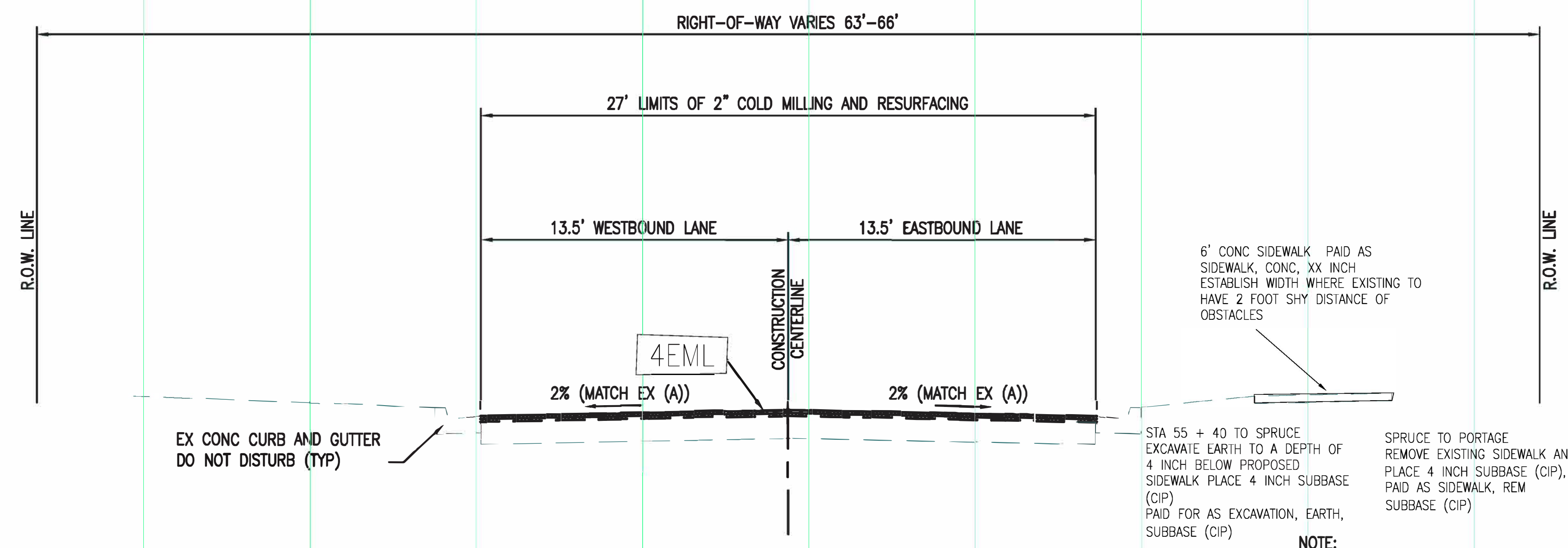
FILE: COVER.DWG

DATE: 12/11/2023

DRAWER

SHEET

1 of 1

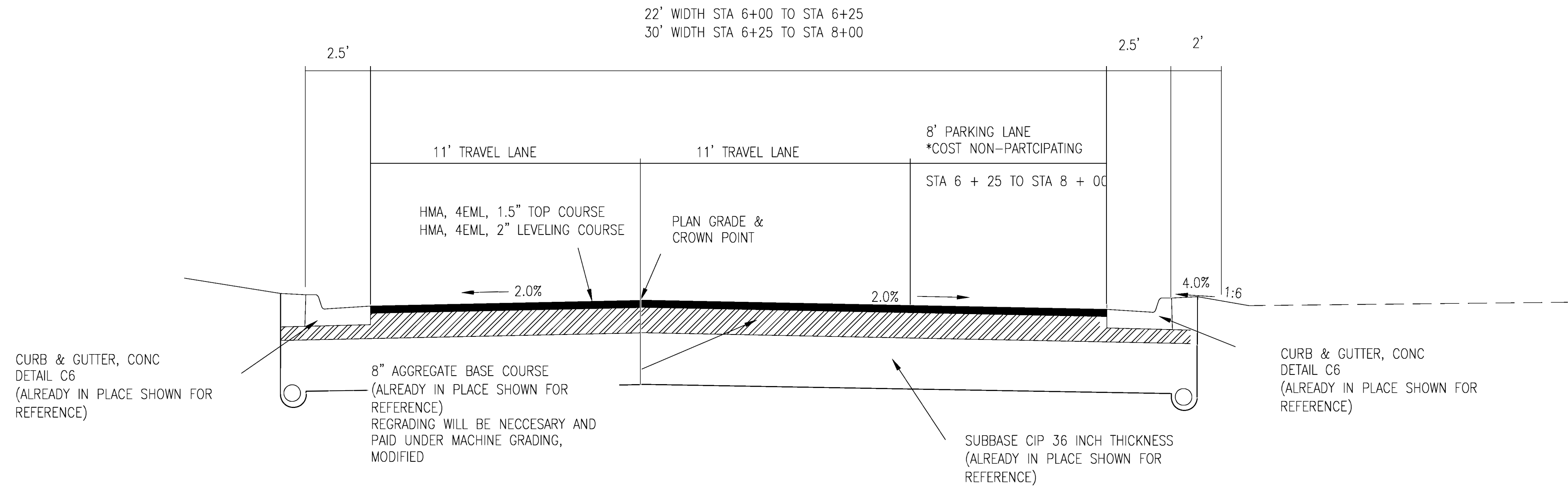


- NOTE:**
- A.** SLOPE VARIES THROUGHOUT SECTION THAT IS SUPERELEVATED. PROPOSED PAVEMENT CROSS SLOPE SHOULD MATCH EXISTING CROSS SLOPE.
 - B.** PROPOSED SIDEWALK TO BE POURED TO DEPTH OF 4 INCHES (6 INCHES ACROSS DRIVE APPROACHES)

PLAN SHEET
ELEMENTS
PROVIDED
COURTESY OF
C2AE

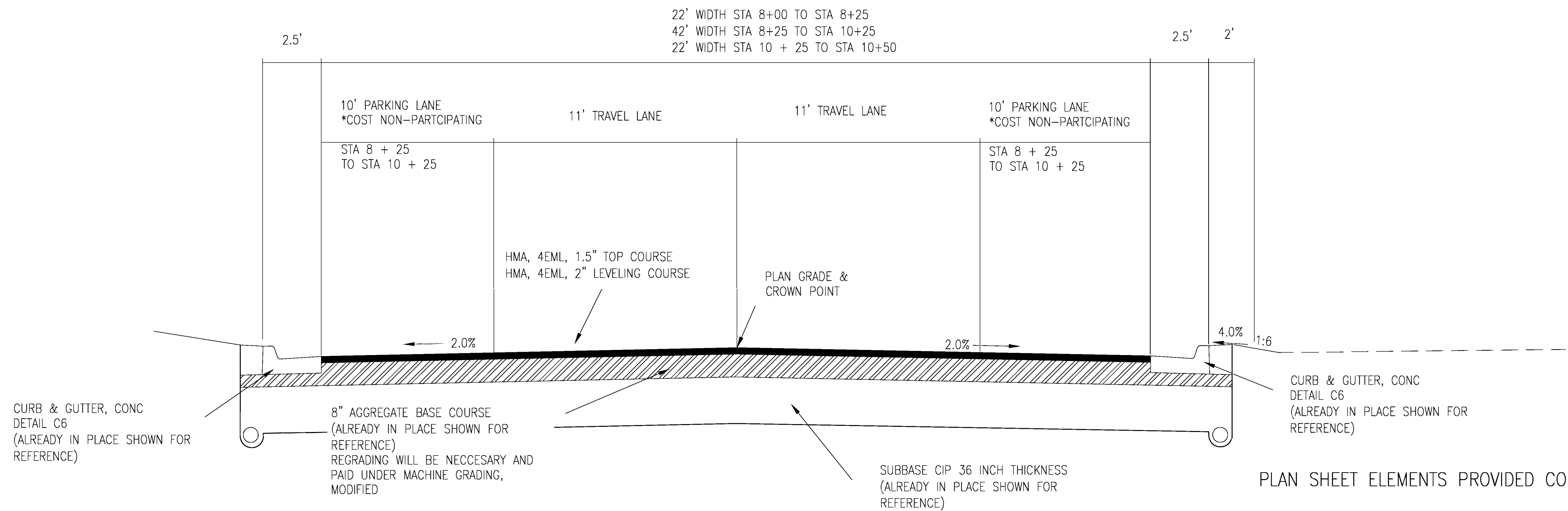
HMA APPLICATION ESTIMATE

IDENT NO.	ITEM	RATE: LBS/SYD	PERFORMANCE GRADE	REMARKS
5EML	HMA, 5EML	165	58-34	TOP COURSE (1.5")
5E1a	HMA, 5EML	220	58-34	MILL TOP COURSE (2")
4EML	HMA, 4EML	220	58-34	LEVELING COURSE (2")
BC	HMA BOND COAT	0-0.10 GAL.	NA	FOR INFORMATION ONLY
*	HMA APPROACH (5EML - 4EML)	220	58-34	RESIDENTIAL DRIVES (ONE 2" LIFT)
*	HMA APPROACH (5EML/4EML)	385	58-34	COMMERCIAL DRIVES (1½"5E1/2"4E1=3½" TOTAL)



PROPOSED CROSS SECTION

TO APPLY: SALMON RUN WAY EXTENSION
STA 6 + 00 TO STA 8 + 00



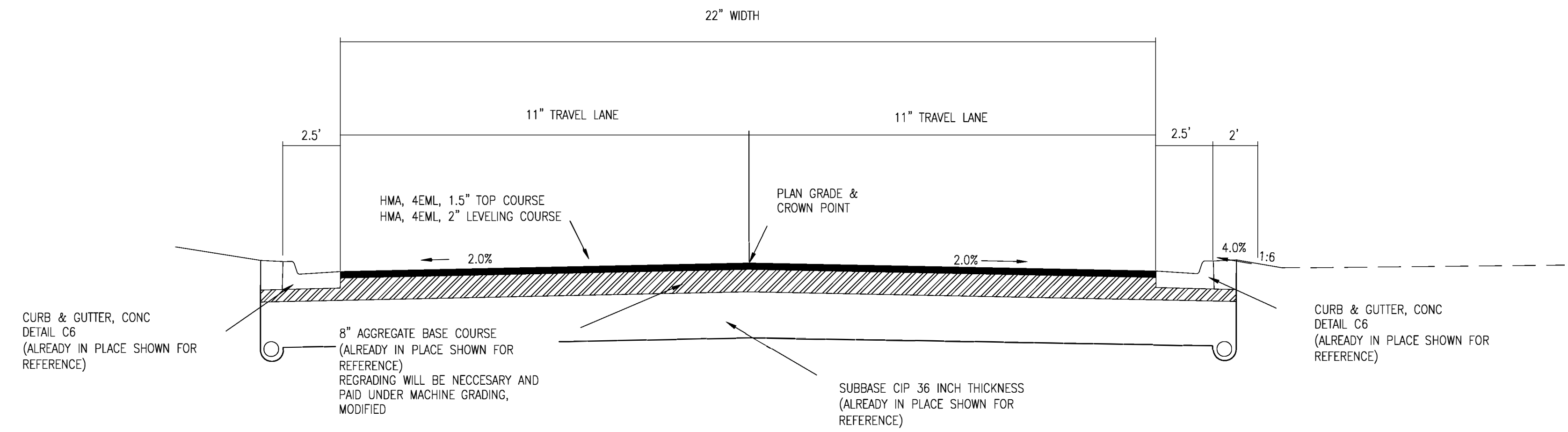
PROPOSED CROSS SECTION

TO APPLY: SALMON RUN WAY EXTENSION
STA 8 + 00 TO STA 10 + 50

PLAN SHEET ELEMENTS PROVIDED COURTESY OF SMITHGROUP

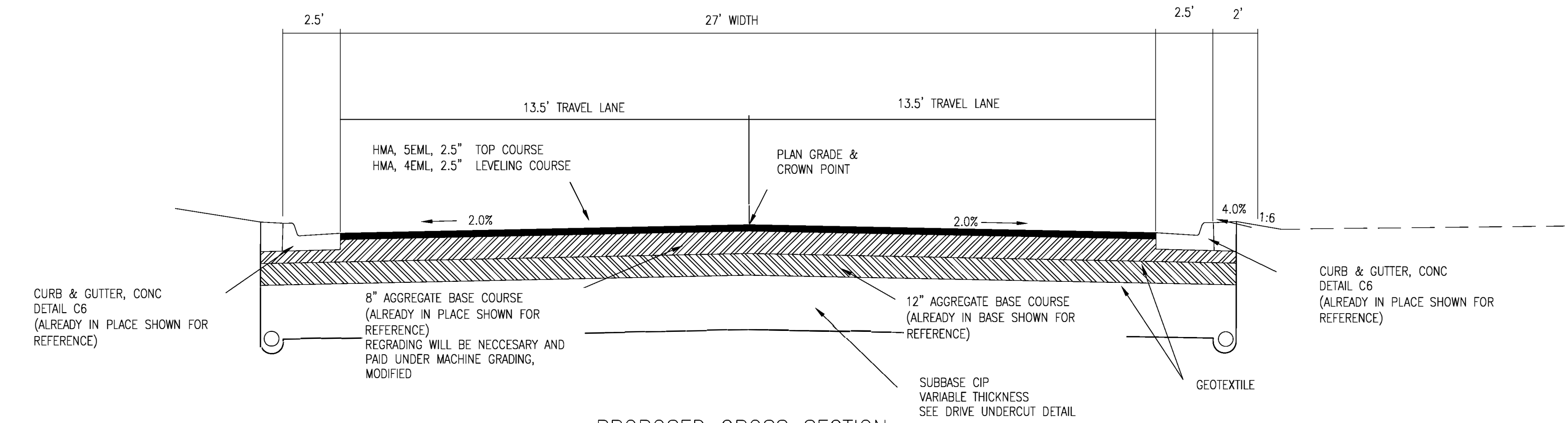
HMA APPLICATION TABLE:

PAY ITEM	RATE: \$ ¹⁰⁰ /sqyd	PERFORMANCE GRADE	REMARKS
HMA, 4EML	165	58-34	HMA, 4EML TOP COURSE
HMA, 4EML	220	58-34	HMA, 4EML LEVELING COURSE
HMA, 4EML	275	58-34	HMA, 4EML TOP COURSE (ORD STREET EXTENSION)
HMA, 4EL	275	58-34	HMA, 4EML LEVELING COURSE (ORD STREET EXT.)
HMA Bond Coat	0.05 - 0.15 gal /sqyd		FOR INFORMATION ONLY



PROPOSED CROSS SECTION


TO APPLY: SALMON RUN WAY
STA 10 + 50 TO STA 11 + 96



PROPOSED CROSS SECTION

TO APPLY: ORD STREET EXTENSION
STA 20 + 14 TO STA 24 + 13

PLAN SHEET ELEMENTS PROVIDED COURTESY OF SMITHGROUP

FINAL ROW PLAN REVISIONS (SUBMITTAL DATE:)									CITY OF SAULT STE. MARIE, MI ENGINEERING DEPARTMENT <small>225 EAST PORTAGE AVENUE SAULT STE. MARIE, MI 49783 (800) 832-5700 FAX: (800) 832-5006</small>	NO SCALE		DRAWN BY: LJM	JN: B-43-23	B-43-23 SALMON RUN WAY ORD STREET PAVING	DRAWING	SHEET
NO.	DATE	AUTH	DESCRIPTION	NO.	DATE	AUTH	DESCRIPTION									
												APPROVED BY: DSB	CS: XXXXXX	SALMON RUN WAY TYPICAL CROSS SECTIONS	PROPOSED X SECTIONS	4
												DATE: 12/11/2023				

POB STAGE 2:
STA 5 + 95

CURB RAMP CONC, 6
INCH
DETECTABLE WARNING
SURFACE

PARKING LOT PAVING
INCLUDED IN
PROJECT

POE STAGE 2:
STA 11 + 60

LIMITS OF HMA
PAVING

SIDEWALK, CONC, 4
INCH

1 SALMON RUN WAY PLAN STA 5+94 TO STA 11+96

HORIZ SCALE: 1" = 30'

PLAN SHEET ELEMENTS PROVIDED COURTESY OF SMITHGROUP

FINAL ROW PLAN REVISIONS (SUBMITTAL DATE:)					
NO.	DATE	AUTH	Description	NO.	DATE



**CITY of
SAULT STE. MARIE, MI
ENGINEERING DEPARTMENT**
225 EAST PORTAGE AVENUE
SAULT STE. MARIE, MI 49783
(906) 632-5700 FAX: (906) 635-6606

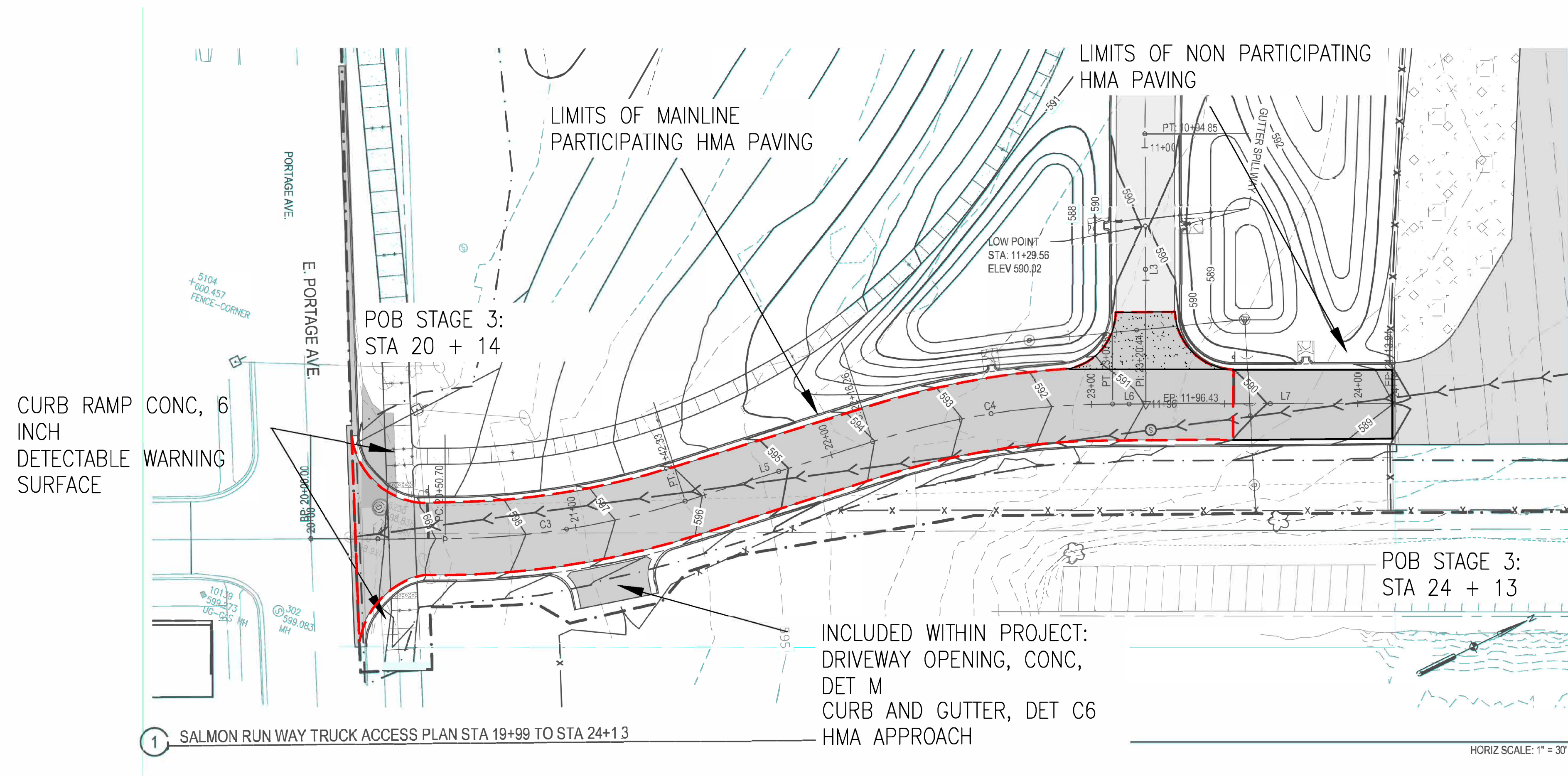
**HORIZ. 1"= 50'
VERT. 1"= 5'**

FILE: SRW ORD PAVING CAT A.DWG

DRAWN BY: LJM
APPROVED BY: DSB
DATE: 12/11/2023

JN: B-43-23
CS: XXXXX

B-43-23 SALMON RUN WAY ORD PAVING		DRAWING	SHEET
PHASE 2 SALMON RUN WAY EXT PLAN VIEW		CONST 2	06



PLAN SHEET ELEMENTS PROVIDED COURTESY OF SMITHGROUP

FINAL ROW PLAN REVISIONS (SUBMITTAL DATE:)					
NO.	DATE	AUTH	Description	NO.	DATE



**CITY of SAULT STE. MARIE, MI
ENGINEERING DEPARTMENT**
225 EAST PORTAGE AVENUE
SAULT STE. MARIE, MI 49783
(800) 632-5700 FAX: (800) 632-5606

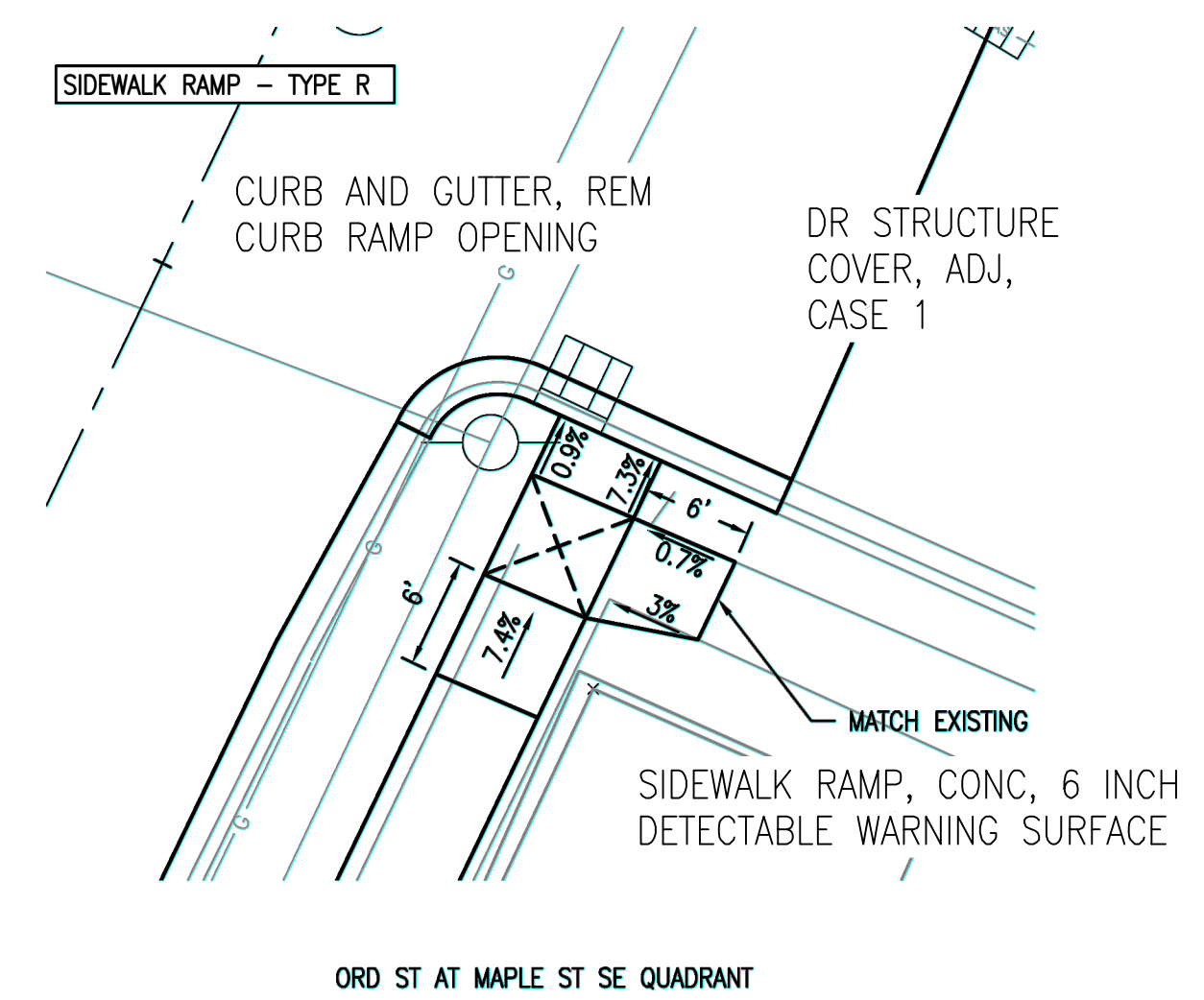
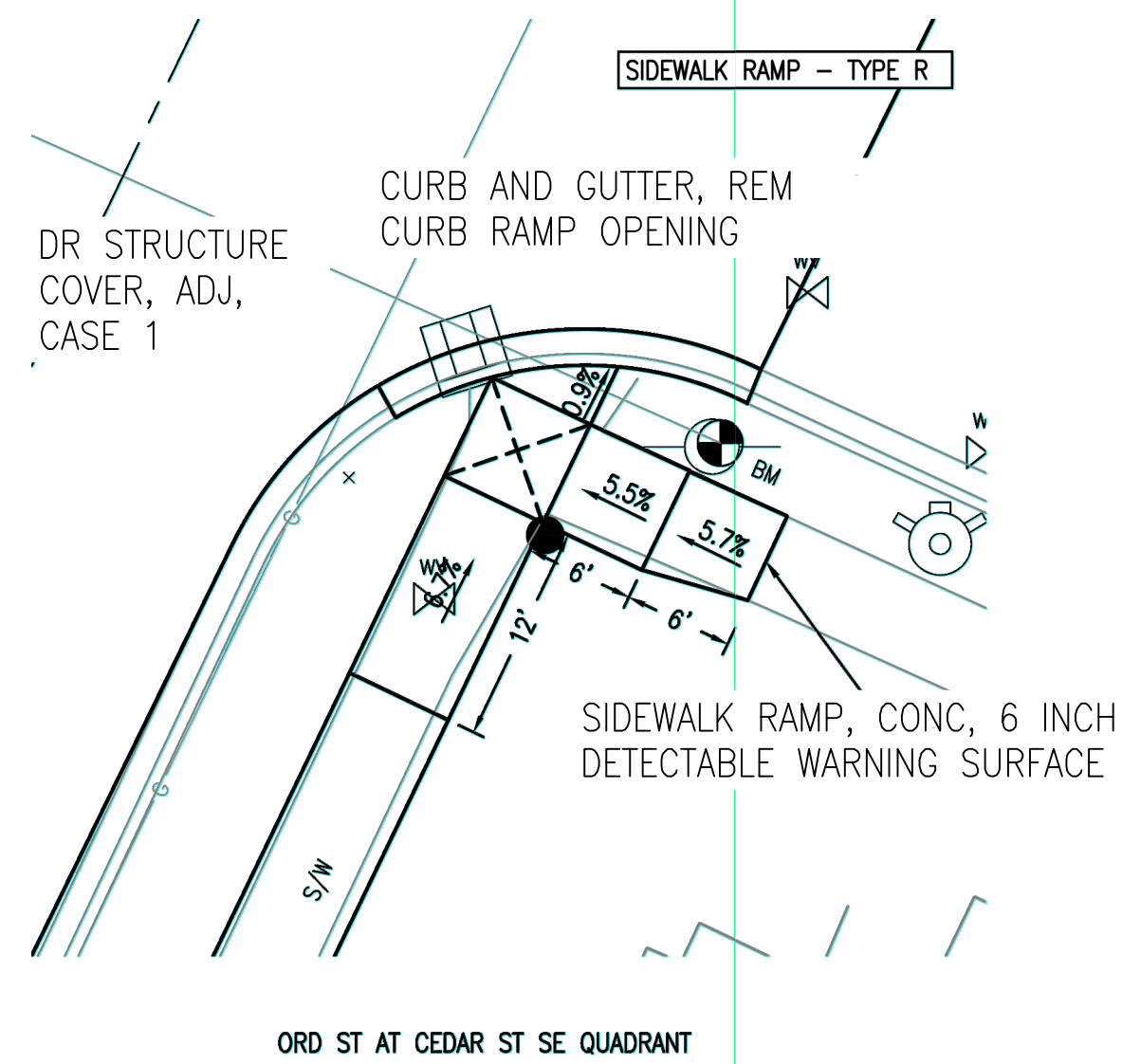
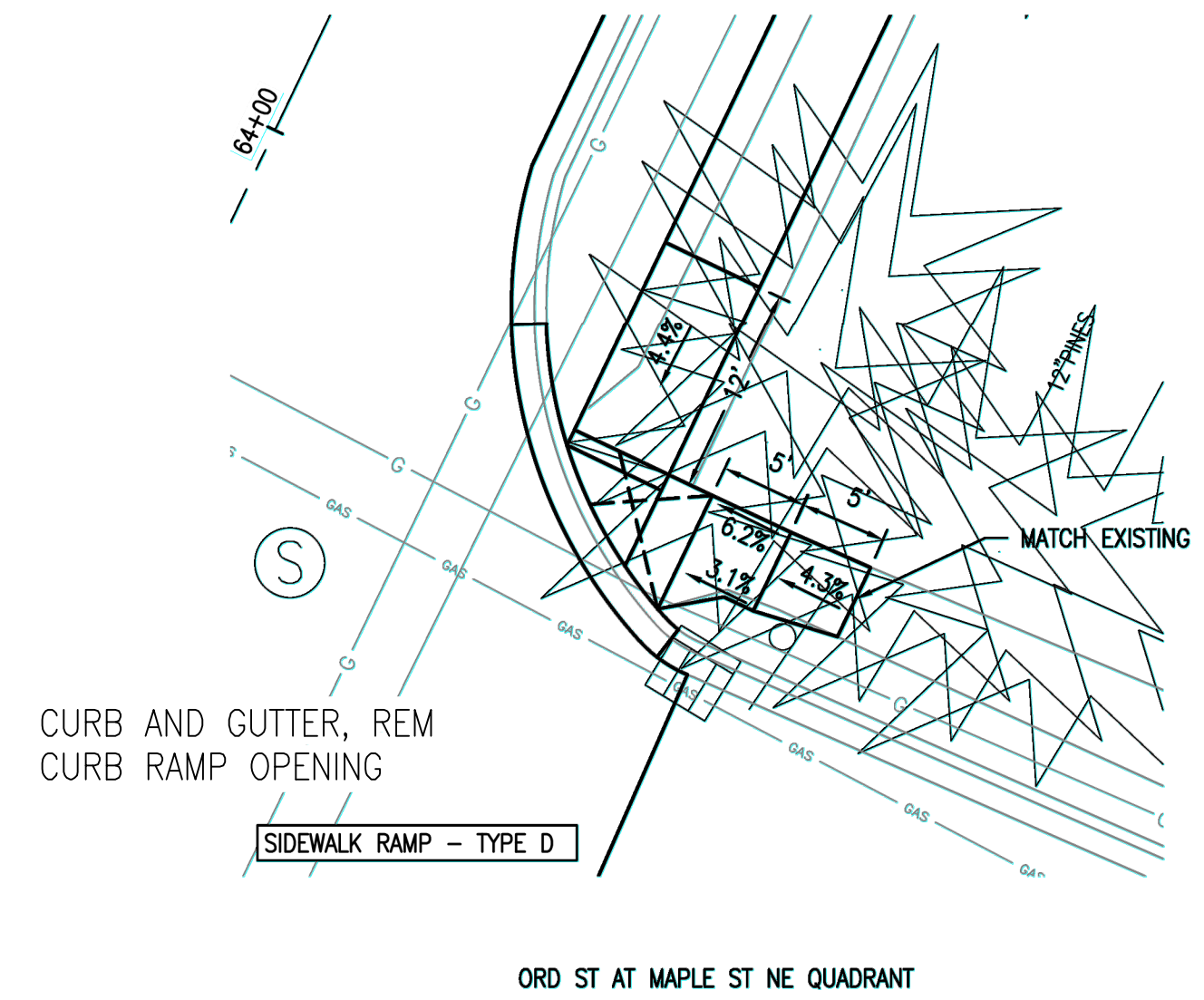
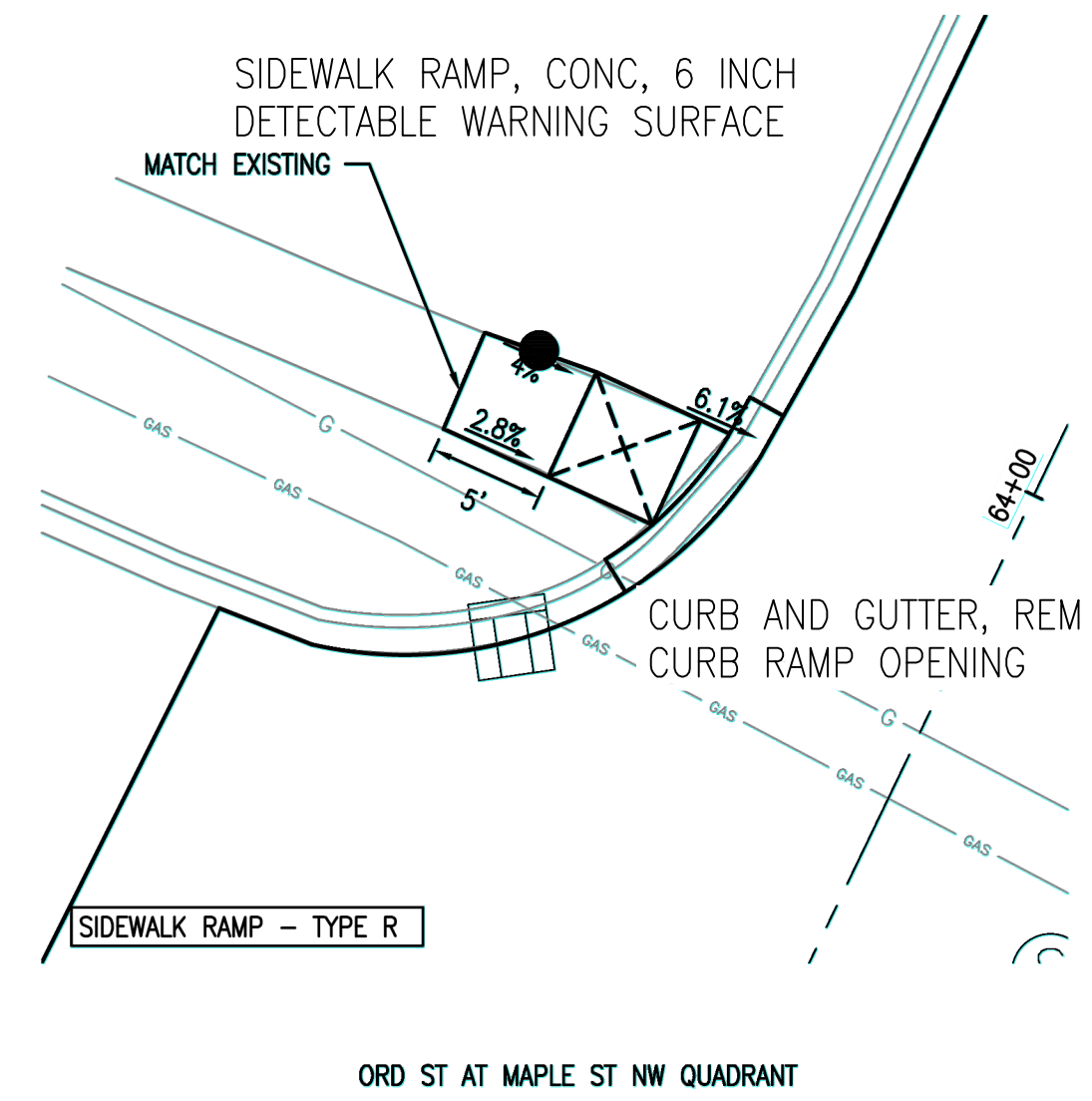
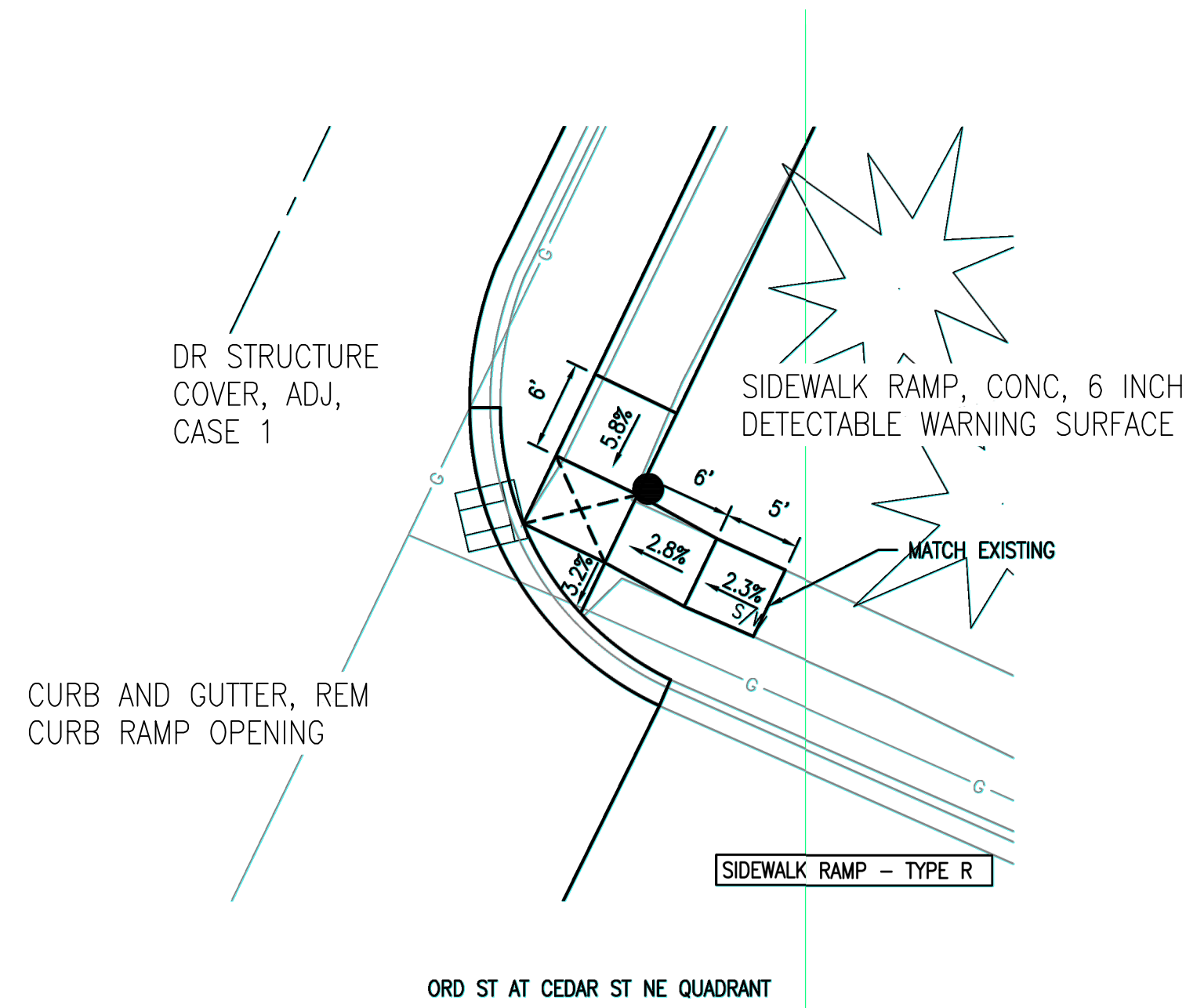
**HORIZ. 1"= 50'
VERT. 1" = 5'**

FILE: SRW ORD PAVING CAT A.DWG

DRAWN BY: LJM
APPROVED BY: DSB
DATE: 12/11/2023

JN: B-43-23
CS: XXXXX

B-43-23 SALMON RUN WAY ORD PAVING		DRAWING	SHEET
PHASE 3 ORD STREET EXTENSION PLAN VIEW		CONST 3	07



PLAN SHEET ELEMENTS PROVIDED COURTESY OF C2AE

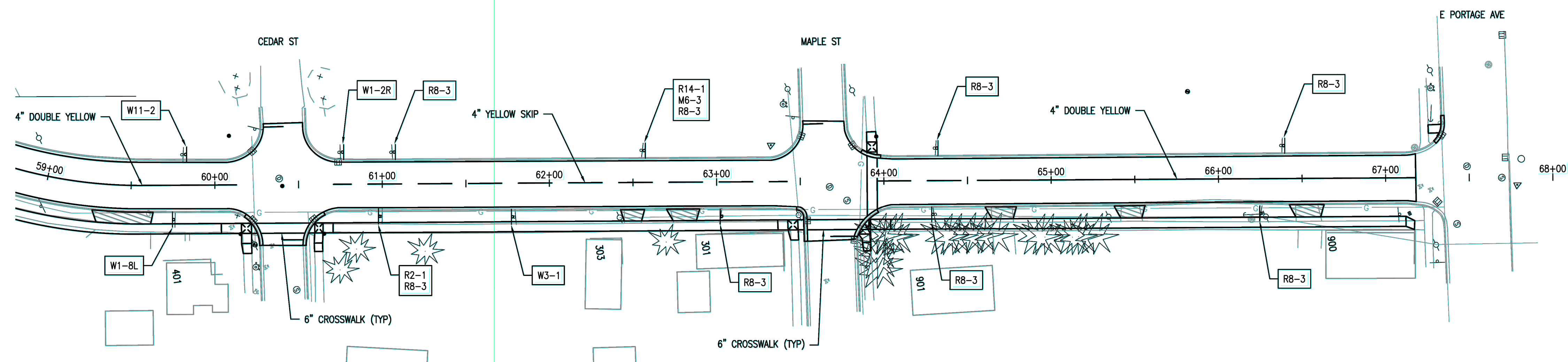
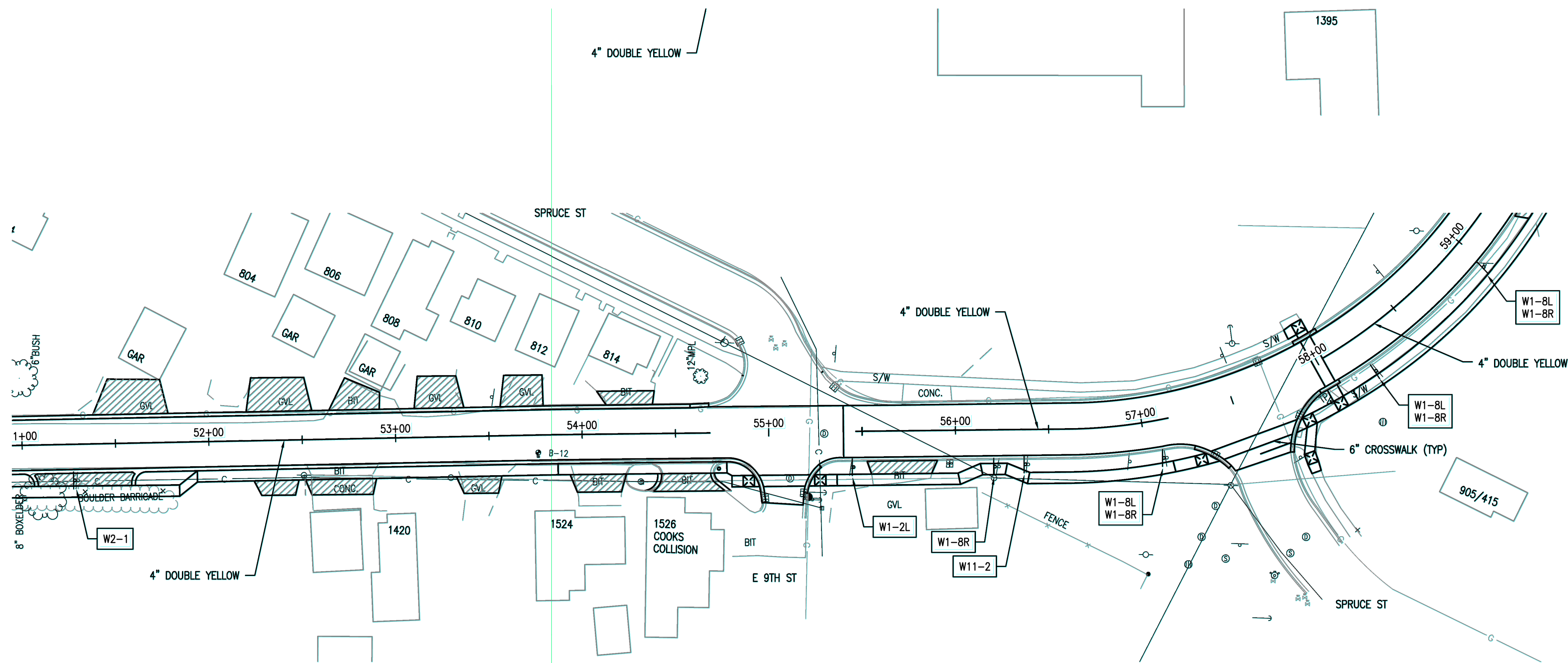
FINAL ROW PLAN REVISIONS (SUBMITTAL DATE:)																
NO.	DATE	AUTH	Description	NO.	DATE	AUTH	Description									



CITY of SAULT STE. MARIE, MI
ENGINEERING DEPARTMENT
 225 EAST PORTAGE AVENUE
 SAULT STE. MARIE, MI 49783
 (906) 632-5700 FAX: (906) 635-6666

HORIZ. 1"= 50'
VERT. 1" = 5'

FILE: SRW ORD PAVING CAT A.DWG	DRAWN BY: LJM	JN: B-43-23	B-43-23 SALMON RUN WAY ORD PAVING		DRAWING	SHEET
	APPROVED BY: DSB	CS: xxxxx	PHASE 1 ORD STREET MILL AND RESURFACE		INTER SECTION DET 1	08
	DATE: 12/11/2023		INTERSECTION DETAILS			



- R1-1 (30" X 30")
6.25 Sft Sign, Type IIIA
16 Ft 1-Post, Steel, 3 lb
- W1-2R (36")
9 Sft Sign, Type IIIB
30 Ft 2-Post, Steel, 3 lb
- W1-2L (36")
9 Sft Sign, Type IIIB
30 Ft 2-Post, Steel, 3 lb
- W2-1 (36")
9 Sft Sign, Type IIIB
30 Ft 2-Post, Steel, 3 lb
- W11-2 (36")
9 Sft Sign, Type IIIB
30 Ft 2-Post, Steel, 3 lb
- W1-BL (18" X 24")
3 Sft Sign, Type IIIB
16 Ft 1-Post, Steel, 3 lb
- R2-1 (30" X 36")
7.5 Sft Sign, Type IIIB
16 Ft 1-Post, Steel, 3 lb
- R8-3 (12" X 12")
1 Sft Sign, Type IIIB
16 Ft 1-Post, Steel, 3 lb
- W3-1 (30")
6.25 Sft Sign, Type IIIB
16 Ft 1-Post, Steel, 3 lb
- R14-1 (18" X 24")
3 Sft Sign, Type IIIB
16 Ft 1-Post, Steel, 3 lb
- M6-3 (15" X 21")
2.25 Sft Sign, Type IIIB
16 Ft 1-Post, Steel, 3 lb

- RECESSING PAVT MRKG, LONGIT 1740 FT
- RECESSING PAVT MRKG, TRANSV 320 SFT
- PAVT MRKG, POLYUREA, 4 INCH, YELLOW 1740 FT
- PAVT MRKG, POLYUREA, 6 INCH 387 FT
- CROSSWALK 387 FT
- PAVT MRKG, POLYUREA, 24 INCH 63 FT
- STOP BAR 63 FT

PLAN SHEET ELEMENTS PROVIDED COURTESY OF C2AE