MANISTEE COUNTY ROAD COMMISSION

CONSTRUCTION CONTRACT DOCUMENTS

GLOvers LAKE ROAD

FROM M-22 EASTERLY 2.76 MILES

PREPARED BY:

KPM ENGINEERING

DATE: July 31, 2014
SEALED PROPOSALS WILL BE RECEIVED AT THE OFFICE OF THE MANISTEE COUNTY ROAD COMMISSION LOCATED AT 8946 CHIPPEWA HWY., BEAR LAKE, MICHIGAN 49614 FOR THE FOLLOWING:

2.765 miles of Hot Mix Asphalt (HMA) crushing and shaping, trenching, aggregate base, guardrail, HMA paving, permanent signing, and pavement markings on Glovers Lake Road from M-22 to West of Letteau Road in Arcadia and Pleasanton Townships, Manistee County, Michigan

Plans and specifications may be obtained at the Road Commission office.

All bids shall be submitted in sealed envelopes, plainly marked “Bid Enclosed for the Glovers Lake Road Resurfacing Project” and bear the name of the bidder.

Bids are to be received by the Road Commission by **4:00 p.m. Wednesday, August 13, 2014**, and will be read aloud at **12:30 p.m. on Thursday, August 14, 2014** at the Road Commission’s regular meeting.

Each bid proposal shall be submitted on the proposal form provided. A certified check, cashier’s check or an acceptable bid bond of no less than five percent (5%) of the amount of the bid will be required with each submittal.

No bid may be withdrawn for a period of ninety (90) calendar days after the scheduled time for the receipt of bids.

The Board reserves the right to accept or reject any or all bids and to accept the bid that it feels is in the best interest of the Manistee County Road Commission.

BOARD OF MANISTEE COUNTY ROAD COMMISSIONERS

Sally Reckow, Chair
John J. Miller, Jr., Vice Chair
James J. Russell, Member
Richard Graham, Member
Annie Hooghart, Member
GLOVERS LAKE ROAD

Manistee County Road Commission

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ARTICLE 1 – DEFINED TERMS

1.01 Terms used in these Instructions to Bidders have the meanings indicated in the General Conditions and Supplementary Conditions.

ARTICLE 2 – COPIES OF BIDDING DOCUMENTS

2.01 Complete sets of the Bidding Documents in the number and for the deposit sum, if any, stated in the advertisement or invitation to bid may be obtained from the Issuing Office. **There will be no refunds for returned documents.**

2.02 Complete sets of Bidding Documents shall be used in preparing Bids; neither Owner nor Engineer assumes any responsibility for errors or misinterpretations resulting from the use of incomplete sets of Bidding Documents.

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

ARTICLE 3 – QUALIFICATIONS OF BIDDERS

3.01 To demonstrate Bidder’s qualifications to perform the Work, within 5 days of Owner’s request, Bidder shall submit written evidence such as financial data, previous experience, present commitments, and such other data as may be called for below.

- List of similar projects performed in past 5 years
- References
- List of owned equipment
- Recent Financial Statements

3.02 Bidder is advised to carefully review those portions of the Bid Form requiring Bidder’s representations and certifications.

ARTICLE 4 – EXAMINATION OF BIDDING DOCUMENTS, RELATED DATA, AND SITE

4.01 Information and data shown or indicated in the Bidding Documents with respect to existing Underground Facilities at or contiguous to the Site is based upon information and data furnished to Owner and Engineer by owners of such Underground Facilities, including Owner.

4.02 On request, Owner will provide Bidder access to the Site to conduct such examinations, investigations, explorations, tests, and studies as Bidder deems necessary for submission of a Bid. Bidder shall fill all holes and clean up and restore the Site to its former condition upon completion of such explorations, investigations, tests, and studies. Bidder shall comply with all applicable Laws and Regulations relative to excavation and utility locates.

4.03 It is the responsibility of each Bidder before submitting a Bid to:

A. examine and carefully study the Bidding Documents, and the other related data identified in the Bidding Documents;
B. visit the Site and become familiar with and satisfy Bidder as to the general, local, and Site conditions that may affect cost, progress, and performance of the Work;

C. become familiar with and satisfy Bidder as to all federal, state, and local Laws and Regulations that may affect cost, progress, and performance of the Work;

D. carefully study all reports of explorations and tests of subsurface conditions at or contiguous to the Site and all drawings of physical conditions in or relating to existing surface or subsurface structures at or contiguous to the Site (except Underground Facilities) which have been identified in the Supplementary Conditions as provided by the Road Commission, if any, and carefully study all reports and drawings of a Hazardous Environmental Condition, if any, at the Site which have been identified in the Supplementary Conditions.

E. consider the information known to Bidder; information commonly known to contractors doing business in the locality of the Site; information and observations obtained from visits to the Site; the Bidding Documents; and the Site-related reports and drawings identified in the Bidding Documents, with respect to the effect of such information, observations, and documents on (1) the cost, progress, and performance of the Work; (2) the means, methods, techniques, sequences, and procedures of construction to be employed by Bidder, including applying any specific means, methods, techniques, sequences, and procedures of construction expressly required by the Bidding Documents; and (3) Bidder’s safety precautions and programs;

F. agree at the time of submitting its Bid that no further examinations, investigations, explorations, tests, studies, or data are necessary for the determination of its Bid for performance of the Work at the price(s) bid and within the times required, and in accordance with the other terms and conditions of the Bidding Documents;

G. become aware of the general nature of the work to be performed by Owner and others at the Site that relates to the Work as indicated in the Bidding Documents;

H. promptly give Engineer written notice of all conflicts, errors, ambiguities, or discrepancies that Bidder discovers in the Bidding Documents and confirm that the written resolution thereof by Engineer is acceptable to Bidder; and

I. determine that the Bidding Documents are generally sufficient to indicate and convey understanding of all terms and conditions for the performance of the Work.
4.04 The submission of a Bid will constitute an incontrovertible representation by Bidder that Bidder has complied with every requirement of this Article 4, that without exception the Bid is premised upon performing and furnishing the Work required by the Bidding Documents and applying any specific means, methods, techniques, sequences, and procedures of construction that may be shown or indicated or expressly required by the Bidding Documents, that Bidder has given Engineer written notice of all conflicts, errors, ambiguities, and discrepancies that Bidder has discovered in the Bidding Documents and the written resolutions thereof by Engineer are acceptable to Bidder, and that the Bidding Documents are generally sufficient to indicate and convey understanding of all terms and conditions for performing and furnishing the Work.

ARTICLE 5 – PRE-BID CONFERENCE

5.01 A mandatory pre-Bid conference will NOT be held for this project.

ARTICLE 6 – SITE AND OTHER AREAS

The Site is identified in the Bidding Documents. Additional lands and access thereto required for temporary construction facilities, construction equipment, or storage of materials and equipment to be incorporated in the Work are to be obtained and paid for by Contractor.

ARTICLE 7 – INTERPRETATIONS AND ADDENDA

7.01 All questions about the meaning or intent of the Bidding Documents are to be submitted to Engineer in writing. Interpretations or clarifications considered necessary by Engineer in response to such questions will be issued by Addenda mailed or delivered to all parties recorded by Engineer as having received the Bidding Documents. Questions received less than 5 days prior to the date for opening of Bids may not be answered. Only questions answered by Addenda will be binding. Oral and other interpretations or clarifications will be without legal effect.

7.02 Addenda may be issued to clarify, correct, or change the Bidding Documents as deemed advisable by Owner or Engineer.

ARTICLE 8 – BID SECURITY

8.01 A Bid must be accompanied by Bid security made payable to Owner in an amount of 5 percent of Bidder’s maximum Bid price and in the form of a certified check, bank money order, or a Bid bond (on the form attached) issued by a surety meeting the requirements as stated in General Conditions.

8.02 The Bid security of the Successful Bidder will be retained until such Bidder has executed the Contract Documents, furnished the required contract security and met the other conditions of the Notice of Award, whereupon the Bid security will be returned. If the Successful Bidder fails to execute and deliver the Contract Documents and furnish the required contract security within 10 days after the Notice of Award, Owner may consider Bidder to be in default, annul the Notice of Award, and the Bid security of that Bidder will be forfeited. Such forfeiture shall be Owner’s exclusive remedy if Bidder defaults. The Bid security of other Bidders whom Owner believes to have a reasonable chance of receiving the award may be retained by Owner until the earlier of 7
days after the Effective Date of the Contract or 30 days after the Bid opening, whereupon Bid security furnished by such Bidders will be returned.

8.03 Bid security of other Bidders whom Owner believes do not have a reasonable chance of receiving the award will be returned within 15 days after the Bid opening.

ARTICLE 9 – CONTRACT TIMES

9.01 The number of days within which, or the dates by which, Milestones are to be achieved and the Work is to be substantially completed and ready for final payment are set forth in the Contract.

ARTICLE 10 – LIQUIDATED DAMAGES

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

ARTICLE 11 – SUBCONTRACTORS, SUPPLIERS AND OTHERS

11.01 A bid must be accompanied by a list of the subcontractors, suppliers, individuals, or entities proposed for the Work. Such list shall be accompanied by an experience statement with pertinent information regarding similar projects and other evidence of qualification for each such subcontractor, supplier, individual, or entity if requested. If the Road Commission, after due investigation, has reasonable objection to any proposed subcontractor, supplier, individual, or entity, the Road Commission may, before the Notice of Award is given, request the apparent Successful Bidder to submit a substitute, without an increase in the Bid.

11.02 If apparent Successful Bidder declines to make any such substitution, Owner may award the Contract to the next lowest Bidder that proposes to use acceptable Subcontractors, Suppliers, individuals, or entities. Declining to make requested substitutions will not constitute grounds for forfeiture of the Bid security of any Bidder. Any Subcontractor, Supplier, individual, or entity so listed and against which Owner or Engineer makes no written objection prior to the giving of the Notice of Award will be deemed acceptable to Owner and Engineer subject to revocation of such acceptance after the Effective Date of the Contract as provided in the General Conditions.

11.03 Contractor shall not be required to employ any Subcontractor, Supplier, individual, or entity against whom Contractor has reasonable objection.

ARTICLE 12 – PREPARATION OF BID

12.01 The Bid Form is included with the Bidding Documents. Additional copies may be obtained from the Engineer.

12.02 All blanks on the Bid Form shall be completed in ink and the Bid Form signed in ink. Erasures or alterations shall be initialed in ink by the person signing the Bid Form. A Bid price shall be indicated for each Bid item, alternative, adjustment unit price item, and unit price item listed therein. In the case of optional alternatives the words “No Bid,” “No Change,” or “Not Applicable” may be entered.

12.03 A Bid by a corporation shall be executed in the corporate name by the president or a vice-president or other corporate officer accompanied by evidence of authority to sign. The corporate seal shall be affixed and attested by the secretary or an assistant secretary. The corporate address and state of incorporation shall be shown.
12.04 A Bid by a partnership shall be executed in the partnership name and signed by a partner (whose title must appear under the signature), accompanied by evidence of authority to sign. The official address of the partnership shall be shown.

12.05 A Bid by a limited liability company shall be executed in the name of the firm by a member and accompanied by evidence of authority to sign. The state of formation of the firm and the official address of the firm shall be shown.

12.06 A Bid by an individual shall show the Bidder’s name and official address.

12.07 A Bid by a joint venture shall be executed by each joint venturer in the manner indicated on the Bid Form. The official address of the joint venture shall be shown.

12.08 All names shall be printed in ink below the signatures.

12.09 The Bid shall contain an acknowledgment of receipt of all Addenda, the numbers of which shall be filled in on the Bid Form.

12.10 Postal and e-mail addresses and telephone number for communications regarding the Bid shall be shown.

ARTICLE 13 – BASIS OF BID; COMPARISON OF BIDS

13.01 Unit Price

A. Bidders shall submit a Bid on a unit price basis for each item of Work listed in the Bid schedule.

B. The total of all estimated prices will be the sum of the products of the estimated quantity of each item and the corresponding unit price. The final quantities and Contract Price will be determined in accordance with General Conditions.

C. Discrepancies between the multiplication of units of Work and unit prices will be resolved in favor of the unit prices. Discrepancies between the indicated sum of any column of figures and the correct sum thereof will be resolved in favor of the correct sum.

ARTICLE 14 – SUBMITTAL OF BID

14.01 With each copy of the Bidding Documents, a Bidder is furnished one separate unbound copy of the Bid Form, and, if required, the Bid Bond Form. The unbound copy of the Bid Form is to be completed and submitted with the Bid security.

14.02 A Bid shall be submitted no later than the date and time prescribed and at the place indicated in the advertisement or invitation to bid and shall be enclosed in a plainly marked package with the Project title (and, if applicable, the designated portion of the Project for which the Bid is submitted), the name and address of Bidder, and shall be accompanied by the Bid security and other required documents. If a Bid is sent by mail or other delivery system, the sealed envelope containing the Bid shall be enclosed in a separate package plainly marked on the outside with the notation “BID ENCLOSED.” A mailed Bid shall be addressed to the OWNER – Manistee County Road Commission, 8946 Chippewa Highway, Bear Lake, MI 49614.
14.03  Bids submitted by facsimile, email, in any another electronic form will not be considered.

ARTICLE 15 – MODIFICATION AND WITHDRAWAL OF BID

15.01  A Bid may be modified or withdrawn by an appropriate document duly executed in the same manner that a Bid must be executed and delivered to the place where Bids are to be submitted prior to the date and time for the opening of Bids.

15.02  If within 24 hours after Bids are opened any Bidder files a duly signed written notice with Owner and promptly thereafter demonstrates to the reasonable satisfaction of Owner that there was a material and substantial mistake in the preparation of its Bid, that Bidder may withdraw its Bid, and the Bid security will be returned. Thereafter, if the Work is rebid, that Bidder will be disqualified from further bidding on the Work.

ARTICLE 16 – OPENING OF BIDS

16.01  Bids will be opened at the time and place indicated in the Advertisement or Invitation to Bid and, unless obviously non-responsive, read aloud publicly. An abstract of the amounts of the base Bids and major alternates, if any, will be made available to Bidders after the opening of Bids.

ARTICLE 17 – BIDS TO REMAIN SUBJECT TO ACCEPTANCE

17.01  All Bids will remain subject to acceptance for the period of time stated in the Bid Form, but Owner may, in its sole discretion, release any Bid and return the Bid security prior to the end of this period.

ARTICLE 18 – EVALUATION OF BIDS AND AWARD OF CONTRACT

18.01  Owner reserves the right to reject any or all Bids, including without limitation, nonconforming, nonresponsive, unbalanced, or conditional Bids. Owner further reserves the right to reject the Bid of any Bidder whom it finds, after reasonable inquiry and evaluation, to not be responsible. Owner may also reject the Bid of any Bidder if Owner believes that it would not be in the best interest of the Project to make an award to that Bidder. Owner also reserves the right to waive all informalities not involving price, time, or changes in the Work and to negotiate contract terms with the Successful Bidder.

18.02  More than one Bid for the same Work from an individual or entity under the same or different names will not be considered. Reasonable grounds for believing that any Bidder has an interest in more than one Bid for the Work may be cause for disqualification of that Bidder and the rejection of all Bids in which that Bidder has an interest.

18.03  In evaluating Bids, Owner will consider whether or not the Bids comply with the prescribed requirements, and such alternates, unit prices and other data, as may be requested in the Bid Form or prior to the Notice of Award.

18.04  In evaluating Bidders, Owner will consider the qualifications of Bidders and may consider the qualifications and experience of Subcontractors, Suppliers, and other individuals or entities proposed for those portions of the Work for which the identity of Subcontractors, Suppliers, and other individuals or entities must be submitted as provided in the Supplementary Conditions.
18.05 Owner may conduct such investigations as Owner deems necessary to establish the responsibility, qualifications, and financial ability of Bidders, proposed Subcontractors, Suppliers, individuals, or entities proposed for those portions of the Work in accordance with the Contract Documents.

18.06 If the Contract is to be awarded, Owner will award the Contract to the Bidder whose Bid is in the best interests of the Project and the Owner.

ARTICLE 19 – CONTRACT SECURITY AND INSURANCE

19.01 The General Conditions, as may be modified by the Supplementary Conditions, sets forth Owner’s requirements as to bonds and insurance. When the Successful Bidder delivers the executed Contract to Owner, it shall be accompanied by such bonds and proofs of insurance coverage.

ARTICLE 20 – SIGNING OF CONTRACT

20.01 When Owner issues a Notice of Award to the Successful Bidder, it shall be accompanied by the required number of unsigned counterparts of the Contract along with the other Contract Documents which are identified in the Contract as attached thereto. Within 7 days thereafter, Successful Bidder shall sign and deliver the required number of counterparts of the Contract and attached documents to Owner. Within 10 days thereafter, Owner shall deliver one fully signed counterpart to Successful Bidder with a complete set of the Drawings with appropriate identification.
PROGRESS CLAUSE

PROGRESS CLAUSE: After receiving Notice of Award, the Contractor shall start work no sooner than September 2, 2014. In no case, shall any work be commenced prior to receipt of formal notice of award by the department.

This contract will be completed by **October 25, 2014.** Failure to complete all pay items by October 25, 2014 will result in the Contractor being assessed Liquidated Damages in accordance with Section 108.10 of the 2012 Standard Specifications for Construction.

The low bidder(s) for the work covered by this proposal will be required to meet with Department representatives to work out a detailed progress schedule. The schedule for this meeting will be set after the low bidder is determined.

The named subcontractor(s) for Designated and/or Specialty Items, as shown in the proposal, is recommended to be at the scheduled meeting if such items materially affect the work schedule.

The Project Engineer will arrange the time and place for the meeting.
a. General. Traffic will be maintained in accordance with the 2012 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).

The Manistee County Road Commission (MCRC) may perform maintenance work within or adjacent to the Construction Influence Area (CIA). MCRC will coordinate their operations 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.

b. Construction Influence Area (CIA). The CIA limits shall include the area within the right-of-way for Glovers Lake Road in Arcadia & Pleasanton Townships from M-22 easterly to 900’ east of Zilch Road, plus a distance in advance as required for the advanced construction signing and traffic control devices. The CIA shall also extend down all intersecting roadways a distance of 550 feet.

c. Traffic Restrictions. All work shall be confined to daylight hours. No work shall be permitted on Sundays, holidays, holiday weekends, or during special events as defined by the Engineer. A minimum of one lane of traffic shall be maintained at all times. All lanes shall be opened for traffic at night. Both lanes shall be crushed and shaped to the same limits daily. Work shall only be allowed on one side of the road at a time. All trenches shall be backfilled daily. Traffic shall be maintained with traffic regulator control in accordance with Maintaining Traffic Typical M0020a and M0150a. A shoulder closure, utilizing Maintaining Traffic Typical M0120a, may be used where allowed by the Engineer.

A lane closure on M-22, utilizing traffic regulator control, will be required when crushing and shaping and paving in the approach area located at the point of beginning (POB). Preferential treatment will be provided to M-22 traffic to prevent traffic backups.

Commercial and residential driveways shall remain accessible at all times.

d. Traffic Control Devices. All warning signs shall be 48" x 48" mounted at 5 ft minimum bottom height in uncurbed areas and 7 ft minimum bottom height in curbed or pedestrian areas. Temporary Traffic Control Devices shall conform to WZD-125-E.

Quantities for traffic control devices have been estimated based on one sequence of Maintaining Traffic Typical M0150a, one sequence of M0120a, and additional temporary signing as follows: Six W20-1 signs for 7th Street (north), Saint Pierre Rd (north & south), Gilbert Rd (north & south), and Zilch Rd (north), and two W8-7 (LOOSE GRAVEL) signs for use when traffic is maintained on crushed or aggregate surfaces. Additional signing and one additional lighted arrow board are also provided for traffic regulator control in the vicinity of the M-22 intersection at the POB.

Temporary centerline markings placed daily on crushed and shaped surfaces shall be Raised Pavt Marker, Temp, Type 1, Yellow, Bidirectional seal coat tabs spiked to the crush and shaped surface (at 50’ intervals) as directed by the Engineer. Pavt Mrkg, Type NR, Tape, 4 inch, yellow,
Temp shall be used for temporary centerline placed daily on HMA surfaces.

e. Measurement and Payment. Payment for traffic control devices will be based on the maximum square feet of the signs in place at any one time. The square feet of all non-standard specially fabricated signs and all signs used at a different time uncommon to the sequences used in determining the maximum square feet will also be paid for separately. Payment will be in accordance with section 812.04 of the 2012 Standard Specifications.

The completed work for Maintaining Traffic, including all labor, materials, and equipment as required, shall be measured and paid for using the following:

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<td>Minor Traf Devices</td>
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## Minimum Merging Taper Length “L” (Feet)

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**Types of Tapers**

- **Upstream Tapers**
  - Merging Taper
  - Shifting Taper
  - Shoulder Taper
- **Two-Way Traffic Taper**
  - Use is optional

**Taper Length**

- **L** = Minimum Length of Merging Taper
- **S** = Posted Speed Limit in MPH prior to work area
- **W** = Width of Offset

### The Formula for Calculating the Minimum Length of a Merging Taper

- If posted speed prior to the work area is 40 MPH or less:
  
  \[ L = \frac{W \times S^2}{60} \]

- If posted speed prior to the work area is 45 MPH or greater:
  
  \[ L = S \times W \]

**Tables for "L", "D", and "B" Values**

- **L** = Minimum Length of Merging Taper
- **D** = Posted Speed Limit in MPH prior to work area
- **B** = Width of Offset

---

**MDOT**

Traffic and Safety
Maintaining Traffic
Typical

Drawn by: [Name]
Checked by: [Name]

Plan Date: June 2006
File: C:/Dgn/TIFS/ST/ENGLISH/NTT/F/MD0020a.dgn
Rev.: 08/23/2006
DISTANCE BETWEEN TRAFFIC CONTROL DEVICES "D" AND LENGTH OF LONGITUDINAL BUFFER SPACE ON "WHERE WORKERS PRESENT" SEQUENCES

<table>
<thead>
<tr>
<th>&quot;D&quot; DISTANCES</th>
<th>POSTED SPEED LIMIT, MPH (PRIOR TO WORK AREA)</th>
</tr>
</thead>
<tbody>
<tr>
<td>D (FEET)</td>
<td>25</td>
</tr>
<tr>
<td></td>
<td>250</td>
</tr>
</tbody>
</table>

GUIDELINES FOR LENGTH OF LONGITUDINAL BUFFER SPACE "B"

<table>
<thead>
<tr>
<th>SPEED* MPH</th>
<th>LENGTH FEET</th>
</tr>
</thead>
<tbody>
<tr>
<td>20</td>
<td>33</td>
</tr>
<tr>
<td>25</td>
<td>50</td>
</tr>
<tr>
<td>30</td>
<td>83</td>
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<tr>
<td>35</td>
<td>132</td>
</tr>
<tr>
<td>40</td>
<td>181</td>
</tr>
<tr>
<td>45</td>
<td>230</td>
</tr>
<tr>
<td>50</td>
<td>279</td>
</tr>
<tr>
<td>55</td>
<td>329</td>
</tr>
<tr>
<td>60</td>
<td>411</td>
</tr>
<tr>
<td>65</td>
<td>476</td>
</tr>
<tr>
<td>70</td>
<td>542</td>
</tr>
</tbody>
</table>

* POSTED SPEED, OFF PEAK 85TH PERCENTILE SPEED PRIOR TO WORK STARTING, OR THE ANTICIPATED OPERATING SPEED.

1 BASED UPON AMERICAN ASSOCIATION OF STATE HIGHWAY AND TRANSPORTATION OFFICIALS (AASHTO) BRAKING DISTANCE PORTION OF STopping SIGHT DISTANCE FOR WET AND LEVEL PAVEMENTS (A POLICY ON GEOMETRIC DESIGN OF HIGHWAY AND STREETS), AASHTO. THIS AASHTO DOCUMENT ALSO RECOMMENDS ADJUSTMENTS FOR THE EFFECT OF GRADE ON STOPPING AND VARIATION FOR TRUCKS.
1. D = DISTANCE BETWEEN TRAFFIC CONTROL DEVICES AND LENGTH OF LONGITUDINAL BUFFERS
   SEE MDOT 2020 A for "D" VALUES.

2. ALL NON-APPLICABLE SIGNING WITHIN THE CIA SHALL BE MODIFIED TO FIT CONDITIONS, COVERED OR REMOVED.

3. DISTANCES BETWEEN SIGNS. THE VALUES FOR WHICH ARE SHOWN IN TABLE D ARE APPROXIMATE AND MAY NEED ADJUSTING AS DIRECTED BY THE ENGINEER.

3A. THE "WORK ZONE BEGINS" (R5-18c) SIGN SHALL BE USED ONLY IN THE INITIAL SIGNING SEQUENCE IN THE WORK ZONE. SUBSEQUENT SEQUENCES IN THE SAME WORK ZONE SHALL Omit THIS SIGN AND THE QUANTITIES SHALL BE ADJUSTED APPROPRIATELY.

4A. THE MAXIMUM RECOMMENDED DISTANCE(S) BETWEEN CHANNELIZING DEVICES IN THE TAPER AREA(S) SHOULD BE 15 FEET AND SHOULD BE EQUAL IN FEET TO TWICE THE POSTED SPEED IN MILES PER HOUR IN THE PARALLEL AREA(S).

5. FOR OVERNIGHT CLOSURES, TYPE III BARRICADES SHALL BE LIGHTED.


7. ALL TEMPORARY SIGNS, TYPE IIII BARRICADES, THEIR SUPPORT SYSTEMS AND LIGHTING REQUIREMENTS SHALL MEET NCHRP 350 CRASHWORTHY REQUIREMENTS STIPULATED IN THE CURRENT EDITION OF THE MICHIGAN MANUAL ON UNIFORM TRAFFIC CONTROL DEVICES, THE CURRENT EDITION OF THE STANDARD SPECIFICATIONS FOR CONSTRUCTION, THE STANDARD PLANS AND APPLICABLE SPECIAL PROVISIONS. ONLY DESIGNS AND MATERIALS APPROVED BY MDOT WILL BE ALLOWED.

9. ALL TRAFFIC REGULATORS SHALL BE PROPERLY TRAINED AND SUPERVISED.

9A. IN ANY OPERATION INVOLVING MORE THAN ONE TRAFFIC REGULATOR, ONE PERSON SHOULD BE DESIGNATED AS HEAD TRAFFIC REGULATOR.

10. ALL TRAFFIC REGULATORS' CONDUCT, THEIR EQUIPMENT, AND TRAFFIC REGULATING PROCEDURES SHALL CONFORM TO THE CURRENT EDITION OF THE MICHIGAN MANUAL ON UNIFORM TRAFFIC CONTROL DEVICES (MMUTCD) AND THE CURRENT EDITION OF THE MDOT HANDBOOK ENTITLED "TRAFFIC REGULATORS INSTRUCTION MANUAL."

11. WHEN TRAFFIC REGULATING IS ALLOWED DURING THE HOURS OF DARKNESS, APPROPRIATE LIGHTING SHALL BE PROVIDED TO SUFFICIENTLY ILLUMINATE THE TRAFFIC REGULATOR'S STATIONS.

12E. THE MAXIMUM DISTANCE BETWEEN THE TRAFFIC REGULATORS SHALL BE NO MORE THAN 2 MILES IN LENGTH UNLESS RESTRICTED FURTHER IN THE SPECIAL PROVISIONS FOR MAINTAINING TRAFFIC. ALL SEQUENCES OF MORE THAN 2 MILES IN LENGTH WILL REQUIRE WRITTEN PERMISSION FROM THE ENGINEER BEFORE PROCEEDING.

13. WHEN INTERSECTING ROADS OR SIGNIFICANT TRAFFIC GENERATORS (SHOPPING CENTERS, MOBILE HOME PARKS, ETC.) OCCUR WITHIN THE ONE-LANE TWO-WAY OPERATION, INTERMEDIATE TRAFFIC REGULATORS AND APPROPRIATE SIGNING SHALL BE PLACED AT THESE LOCATIONS.

14. ADDITIONAL SIGNING AND/OR ELONGATED SIGNING SEQUENCES SHOULD BE USED WHEN TRAFFIC VOLUMES ARE SIGNIFICANT ENOUGH TO CREATE BACKUPS BEYOND THE W3-4 SIGNS.

15. THE HAND HELD (PADDLE) SIGNS REQUIRED BY THE MMUTCD TO CONTROL TRAFFIC WILL BE PAID FOR AS PART OF FLAG CONTROL.

16A. ADDITIONAL SPEED LIMIT SIGNS REFLECTING THE REDUCED SPEED SHALL BE PLACED AFTER EACH MAJOR CROSSROAD THAT INTERSECTS THE WORK AREA WHERE THE REDUCED SPEED IS IN EFFECT, AND AT INTERVALS ALONG THE ROADWAY SUCH THAT NO SPEED LIMIT SIGNS REFLECTING THE REDUCED SPEED ARE MORE THAN TWO MILES APART.

16B. WHEN REDUCED SPEED LIMITS ARE UTILIZED IN THE WORK AREA, ADDITIONAL SPEED LIMIT SIGNS RETURNING TRAFFIC TO ITS NORMAL SPEED SHALL BE PLACED BEYOND THE LIMITS OF THE REDUCED SPEED AS INDICATED.

16E. WHEN SPEED LIMITS ARE REDUCED MORE THAN 10 MPH, THE SPEED LIMIT SHALL BE STEPPED DOWN IN NO MORE THAN 10 MPH INCREMENTS.

28E. THE TRAFFIC REGULATORS SHOULD BE POSITIONED AT OR NEAR THE SIDE OF THE ROAD SO THAT THEY ARE SEEN CLEARLY AT A MINIMUM DISTANCE OF 500 FEET. THIS MAY REQUIRE EXTENDING THE BEGINNING OF THE LANE CLOSURE TO OVERCOME VIEWING PROBLEMS CAUSED BY HILLS AND CURVES.

### SIGN SIZES

<table>
<thead>
<tr>
<th>Type</th>
<th>Size</th>
</tr>
</thead>
<tbody>
<tr>
<td>Diamond Warning</td>
<td>48&quot; x 48&quot;</td>
</tr>
<tr>
<td>Rectangular Regulatory</td>
<td>48&quot; x 60&quot;</td>
</tr>
<tr>
<td>RS-18c Regulatory</td>
<td>48&quot; x 48&quot;</td>
</tr>
</tbody>
</table>
PLACE THIS SIGN ALONG WITH THE ADVANCE WORK ZONE SIGNING AS DEPICTED ON THE APPROPRIATE TYPICAL MO0300-MO0800G.

PLACE THROUGHOUT WORK AREA AS INDICATED AND AFTER ALL MAJOR CROSSEDDROADS IF PERMANENT SIGNS ARE NOT IN PLACE.

LEGEND REFLECTS SPEED LIMIT BEYOND WORK AREA.

PLACE THROUGHOUT WORK AREA AS INDICATED IN THE NOTES.

REDUCED SPEED ZONE AHEAD

SD = 172 ft2 - TYPE B
WP/PLAQUE = 184 ft2 - TYPE B
PLUS ADDITIONAL R2-1'S THROUGHOUT WORK AREA

NOT TO SCALE
NOTES

1. D = DISTANCE BETWEEN TRAFFIC CONTROL DEVICES
   1/3 L = MINIMUM LENGTH OF TAPER
   B = LENGTH OF LONGITUDINAL BUFFER
   SEE MO020a FOR "D," "L," AND "B" VALUES

2. ALL NON-APPLICABLE SIGNING WITHIN THE CIA SHALL BE MODIFIED TO FIT CONDITIONS, COVERED OR REMOVED.

3. DISTANCES BETWEEN SIGNS, THE VALUES FOR WHICH ARE SHOWN IN TABLE D, ARE APPROXIMATE AND MAY NEED ADJUSTING AS DIRECTED BY THE ENGINEER.

3A. THE "WORK ZONE BEGINS" (R5-18c) SIGN SHALL BE USED ONLY IN THE INITIAL SIGNING SEQUENCE IN THE WORK ZONE. SUBSEQUENT SEQUENCES IN THE SAME WORK ZONE SHALL OMIT THIS SIGN AND THE QUANTITIES SHALL BE ADJUSTED APPROPRIATELY.

4. THE MAXIMUM RECOMMENDED DISTANCE(S) BETWEEN CHANNELIZING DEVICES SHOULD BE EQUAL IN FEET TO THE POSTED SPEED IN MILES PER HOUR ON TAPER(S) AND TWICE THE POSTED SPEED IN THE PARALLEL AREA(S).

5. FOR OVERNIGHT CLOSURES, TYPE IIII BARRICADES SHALL BE LIGHTED.


7. ALL TEMPORARY SIGNS, TYPE IIII BARRICADES, THEIR SUPPORT SYSTEMS AND LIGHTING REQUIREMENTS SHALL MEET NCHRP 350 CRASHWORTHY REQUIREMENTS STIPULATED IN THE CURRENT EDITION OF THE MICHIGAN MANUAL ON UNIFORM TRAFFIC CONTROL DEVICES, THE CURRENT EDITION OF THE STANDARD SPECIFICATIONS FOR CONSTRUCTION, THE STANDARD PLANS AND APPLICABLE SPECIAL PROVISIONS. ONLY DESIGNS AND MATERIALS APPROVED BY MDOT WILL BE ALLOWED.

8. WHEN BUFFER AREAS ARE ESTABLISHED, THERE SHALL BE NO EQUIPMENT OR MATERIALS STORED OR WORK CONDUCTED IN THE BUFFER AREA.

16A. ADDITIONAL SPEED LIMIT SIGNS REFLECTING THE REDUCED SPEED SHALL BE PLACED AFTER EACH MAJOR CROSSED ROAD THAT INTERSECTS THE WORK AREA WHERE THE REDUCED SPEED IS IN EFFECT, AND AT INTERVALS ALONG THE ROADWAY SUCH THAT NO SPEED LIMIT SIGNS REFLECTING THE REDUCED SPEED ARE MORE THAN TWO MILES APART.

16B. WHEN REDUCED SPEED LIMITS ARE UTILIZED IN THE WORK AREA, ADDITIONAL SPEED LIMIT SIGNS RETURNING TRAFFIC TO ITS NORMAL SPEED SHALL BE PLACED BEYOND THE LIMITS OF THE REDUCED SPEED AS INDICATED.

16C. WHEN EXISTING SPEED LIMITS ARE REDUCED MORE THAN 10 MPH, THE SPEED LIMIT SHALL BE STEPPED DOWN IN NO MORE THAN 10 MPH INCREMENTS.

29A. THE TYPE OF REFLECTIVE SHEETING USED FOR THE W20-1a PLAQUE SHALL BE THE SAME AS THE TYPE USED FOR THE PARENT SIGN.

SIGN SIZES

DIAMOND WARNING - 48" x 48"
W20-1a PLAQUE - 48" x 36"
R2-1 REGULATORY - 48" x 60"
R5-18c REGULATORY - 48" x 48"
PERFORATED SQUARE STEEL TUBE OPTION

ANGLE IRON OPTION

BARRICADE RAIL SHEETING OPTIONS

TYPE III BARRICADES

Other Type III Barricades meeting current NCHRP crash worthy criteria can be found on the FHWA Safety website at http://safety.fhwa.dot.gov/roadway_dept/road_hardware/wzd.htm
Other temporary sign supports meeting current NCHRP crash worthy criteria can be found on the FHWA Safety website at http://safety.fhwa.dot.gov/roadway_dept/road_hardware/wzd.htm.
NOT TO SCALE

SYMBOLS TO BE USED ON PLANS

- PLASTIC DRUM
- PROPOSED TYPE III BARRICADE
- EXISTING TYPE III BARRICADE

NOTES:

PLASTIC DRUM

APPROX. 3'-0"
REMAINDER OF DRUM 2" MAX.
NON REFLECTORIZED ORANGE
REFLECTORIZED ORANGE
30" MAX.

SEE NOTE

18' MIN.
0 TO 4"

SYMBOLS TO BE USED ON PLANS

PLASTIC DRUM

PROPOSED TYPE III BARRICADE
EXISTING TYPE III BARRICADE

SANDBAGS SHALL BE USED WHEN SUPPLEMENTAL WEIGHTS ARE REQUIRED TO ACHIEVE STABILITY OF THE BARRICADE. THE SANDBAGS SHALL BE PLACED SO THEY WILL NOT COVER OR OBSTRUCT ANY REFLECTIVE PORTION OF THE TRAFFIC CONTROL DEVICE.

SIGNS, BARRICADES, AND PLASTIC DRUMS SHALL BE FACED WITH PRESSURE-SENSITIVE REFLECTIVE SHEETING ACCORDING TO THE CURRENT STANDARD SPECIFICATIONS FOR CONSTRUCTION.

NOTE:

DRUMS SHALL HAVE AT LEAST 4 HORIZONTAL REFLECTORIZED STRIPES ORANGE AND WHITE ALTERNATING IN COLOR WITH THE TOPMOST REFLECTORIZED STRIPES ORANGE. NON-REFLECTORIZED SPACES BETWEEN THE HORIZONTAL REFLECTORIZED ORANGE AND WHITE STRIPES SHALL BE ORANGE IN COLOR AND EQUAL IN WIDTH.

2" PERFORATED SQUARE STEEL TUBES MAY BE USED TO FABRICATE THE HORIZONTAL BASE OF THE TYPE III BARRICADE.

WARNING LIGHTS SHALL BE PLACED ACCORDING TO THE CURRENT STANDARD SPECIFICATIONS FOR CONSTRUCTION AND ALL OTHER PROVISIONS IN THE CONTRACT. WHEN THEY ARE USED ON TYPE III BARRICADES.

SEE PAGE STANDARD PLANS R-113-SERIES FOR TEMPORARY CROSSOVERS FOR DIVIDED ROADWAY, AND R-126-SERIES FOR TYPICAL LOCATION AND SPACING OF PLASTIC DRUMS FOR PLACEMENT OF TEMPORARY CONCRETE BARRIER.

SIGNS, BARRICADES, AND PLASTIC DRUMS SHALL BE FACED WITH PRESSURE-SENSITIVE REFLECTIVE SHEETING ACCORDING TO THE CURRENT STANDARD SPECIFICATIONS FOR CONSTRUCTION.

SANDBAGS SHALL BE USED WHEN SUPPLEMENTAL WEIGHTS ARE REQUIRED TO ACHIEVE STABILITY OF THE BARRICADE. THE SANDBAGS SHALL BE PLACED SO THEY WILL NOT COVER OR OBSTRUCT ANY REFLECTIVE PORTION OF THE TRAFFIC CONTROL DEVICE.
a. Description:
This work shall be done in accordance with the requirements of section 501 of the 2012 Edition of the Michigan Department of Transportation (MDOT) Standard Specifications for Construction, except as specified herein.

b. Materials:
The Target Air Void percentage shall be 3.5% for all HMA on this project.

HMA, LVSP (Top course) shall have a yield of 165 pounds per square yard. The HMA, LVSP (Leveling course) shall have a yield of 165 pounds per square yard.

HMA Approach for approach roads, using HMA, LVSP shall have a yield of 330 pounds per square yard, 2 courses.

The Asphalt Cement for all HMA Mixtures shall be 58-28 performance grade.

The top course of HMA pavement shall have a minimum AWI of 220.

The Bond Coat material shall be as specified in the 2012 MDOT Standard Specifications for Construction. The application rate on existing or between courses shall be 0.05 - 0.15 gallon per square yard. Payment for this work will be included in payment for the applicable HMA mixture.

c. Measurement and Payment:
Measurement and Payment shall be at the contract unit price per ton of the applicable HMA pay items and will be tracked based on certified weigh tickets meeting MDOT requirements, delivered on-site to the Engineer or their representative with each load.
a. Description:

This work shall be done in accordance with the requirements of section 816 of the 2012 Edition of the Michigan Department of Transportation Standard Specifications for Construction, except as specified herein.

b. Materials:

The following materials shall meet the requirements of Section 917 of the 2012 Standard Specifications for Construction, and as shown below:

<table>
<thead>
<tr>
<th>Material</th>
<th>Application Rate</th>
</tr>
</thead>
<tbody>
<tr>
<td>Topsoil Surface</td>
<td>4 inches</td>
</tr>
<tr>
<td>Seeding, Mixture TDS</td>
<td>220 #/Acre</td>
</tr>
<tr>
<td>Fertilizer, Chemical Nutrient, Cl A</td>
<td>176 #/Acre</td>
</tr>
<tr>
<td>Mulch Blanket (Must be from MDOT Qualified Products list)</td>
<td></td>
</tr>
</tbody>
</table>

c. Construction Methods:

Topsoil, seed, fertilizer and place mulch blanket meeting the requirements of the 2012 MDOT Standard Specifications for Construction will be placed on disturbed areas beyond the roadway shoulder. Topsoil shall be furnished by the contractor but salvaged topsoil may be used as approved by engineer. Topsoil depth shall be not less than 4 inches. The Contractor is responsible for determining the amount of existing topsoil that can be salvaged.

d. Measurement and Payment:

The completed work shall be measured and paid for at the contract unit price for the following contract pay item and includes all materials, equipment and labor necessary to complete this item as described above.

<table>
<thead>
<tr>
<th>Pay Item</th>
<th>Unit</th>
</tr>
</thead>
<tbody>
<tr>
<td>Slope Restoration</td>
<td>Square Yard</td>
</tr>
</tbody>
</table>

Payment for Slope Restoration will be measured by area in square yard in place. All materials, labor and equipment required to install Slope Restoration, which includes Topsoil Surface, Furnished or Salvaged; Fertilizer, Chemical Nutrient, Class A; Seeding Mixture; and Mulch Blanket will not be paid for separately but shall be included in the contract unit price bid for Slope Restoration.
a. Description. Construct a round-bottom ditch at locations shown in the plans or as directed by the Engineer. Conform to section 205 of the Standard Specifications for Construction, details and typical cross sections shown in the plans, and this special provision.


c. Construction. Unless directed otherwise by the Engineer, remove topsoil and stockpile near its original location. Excavate the ditch to the dimensions detailed in the plans. Haul excavated material from the site immediately. Excavated material may be used for Embankment, LM if suitable with approval from the Engineer.

d. Measurement and Payment. The completed work will be measured along the ditch centerline and paid for at the contract unit price for the following contract item (pay item).

<table>
<thead>
<tr>
<th>Contract Item (Pay Item)</th>
<th>Pay Unit</th>
</tr>
</thead>
<tbody>
<tr>
<td>Ditching</td>
<td>Station</td>
</tr>
</tbody>
</table>

Ditching includes topsoil stripping, excavation, and disposal of excess material. Slope restoration quantities will be paid for separately.
1. The final plans submitted with the proposal are not to scale. Where proposed on plan sheets, the signs and structures shall be fabricated in accordance to Typical Plans, Standards, and/or Details at locations described.

2. Steel posts shall be removed completely. The posts shall be pulled and not cut off. If the project engineer determines that the post cannot be pulled, the post shall be cut off a minimum of 12 inches below grade and the hole filled in.

3. "Contractor Staking, Road Only," includes determining the bridge under clearance for W12-3 signs using form 1190. The dimension displayed on the W12-3 sign shall be 2 inches less than actual clearance and shall be installed on all bridges with an under clearance of 16 feet or less.

4. Locate bridge-mounted road name signs (E11-3) with left edge of sign over right edge of right shoulder, and bridge under clearance signs (W12-3) with left edge of sign over left edge of right lane unless otherwise shown in the plans. All sign connections attached to bridge structures shall be installed on one bridge span and shifted to the left or right to avoid conflicts with stiffeners and expansion joints.

5. Turf establishment shall be applied to ground surface areas disturbed by signing operations and conform to necessary treatments and workmanship specified in the current edition of Michigan Department Of Transportation (MDOT) "Standard Specifications For Construction", Section 816. This turf treatment is included in the unit pricing for the contract pay items for Overhead Structure Foundations and Wood Support Foundation Removal as called for on plans.

6. I13-2 (large) signs shall be installed on the right support of two support installations unless otherwise noted on the plans.

7. 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." Sign layouts shall be according to the current English edition of "Standard Highway Signs" manual or as detailed in plans. Legend length shall be determined using the "SignCAD" software. Handling and installation of all signs shall conform with the sheeting manufacturer's specifications and guidelines.

8. All overhead signs shall remain in place until the new signs are installed.

9. When attaching signs to supports, tighten the nut, not the bolt head. Signs that have wrinkled or twisted sheeting may be rejected.

10. Nylon washers shall be placed between the steel washer and the sign face sheeting. The nylon washers are to be considered to be part of the attaching devices and hardware. Nylon washers shall have a 3/8 inch inner diameter, a 7/8 inch outer diameter and a 1/16 inch thickness.

11. The Contractor shall attach a date sticker to the back of all signs installed on the contract. Stickers will be supplied to the Contractor at the preconstruction meeting by the Engineer. Stickers will be supplied by MDOT Central Sign Shop, Lansing, which can be contacted at 517-322-3350.
13. The Type I Signs (aluminum extruded sections), cantilevers, trusses, bridge connections, steel breakaway columns and all attaching or fastening devices for these items are the property of MDOT and shall be carefully removed, hauled and stockpiled at:

    MDOT Overhead Sign Shop  
    6333 Lansing Rd  
    Lansing, Michigan 48917

The Contractor shall contact the Overhead Sign Shop at 517-322-3355 a minimum of 72 hours (3 business days) before departing the job site and arrange for the delivery of these items. Temporary stock piling (on site), loading, unloading and hauling of these items is the responsibility of the Contractor, and shall be included in the Pay Item "Transporting Salv MDOT Materials".

14. All other signs, sign supports, and attaching or fastening devices are the property of the Contractor. A temporary location for stockpiling of sign materials shall be determined by the project engineer.

15. When trusses or cantilevers are to be salvaged, at the time of removal the truss boxes or cantilever arms shall be separated without damage to the truss boxes, cantilever arms, or end supports. No scratches, scorches or nicks will be allowed. The truss boxes or cantilever arms shall be removed before the end supports are removed, unless otherwise approved by the Project Engineer/Inspector.

16. All cantilevers or trusses installed or removed shall be reported by the Project Engineer on Form 467. Completed Form 467 shall be sent to:

    MDOT Overhead Sign Shop  
    6333 Lansing Rd  
    Lansing, Michigan 48917

17. Guardrail, called for removal, shall be removed when all signs, supports and foundations behind the guardrail have been removed, unless otherwise approved by the Engineer.

18. When advisory speed signs (W13-1) are installed below warning signs on two posts, the W13-1 shall be erected centered between the two posts per Special Detail Sign-750-Series.

19. Object markers (OM-3) shall be positioned so that the nearest edge of the marker panel and that part of the object closest to the pavement are in line unless otherwise directed by the Engineer.

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

21. All actual heights of new overhead sign structures must be determined by the Contractor and verified by the Engineer prior to end support structures being fabricated.

22. Vibratory hammers shall not be used for steel sheet piling for cofferdams or temporary steel sheet piling left in place.

23. Where contract plans call for Bridge Sign Connection, Type ____. Rem. items on steel beams, galvanized high-strength bolts, nuts and washers shall be placed in bolt holes left in steel beams from previous Bridge Sign Connections and those holes mis-drilled for new Connections as called for on contract plans. On A-588 Weathering Steel Bridges with bolt holes from previous Bridge Sign Connections, the beam surface shall be cleaned according to Sign Support Special Detail Sign-820-Series, Note #12 prior to bolt installation. Bolt specifications and tightening methods shall be according to sub-section 707.03.D.7 and table 707-5 of the Standard Specifications For Construction.
24. Bolt holes left in concrete from previous Bridge Sign Connections shall be filled with Non-Shrinking Mortar and Grout Type H-1 (non-metallic) according to Section 702.02.8 of The Standard Specifications For Construction. Payment for bolt installation, hole fillings and beam preparation is included in the contract pay item - Bridge Sign Connection, Type ___, Rem.

25. Weld projections left on the beam from previous welded Bridge Sign Connections shall be removed according to Section 810.03.1 of The Standard Specifications For Construction. Payment included in other contract pay item/s, specifically - Bridge Sign Connection, Type ___, Rem as called for on plans.
INDIVIDUAL CONSTRUCTION PERMIT
For Operations within State Highway Right-of-Way

Issued To: Manistee County Road Commission
Permit Number: 51031-025809-14-070314
Permit Type: Individual Application
Permit Fee: $.00
Effective Date: Jul 03, 2014 to Jul 02, 2015
Bond Numbers:
Liability Insurance Expiration Date:

8946 Chippewa Hwy
Bear Lake MI 49614
Contact: Mark Sohlden
231-889-0000(O) 231-357-9807(Cell)
manager@manisteecrc.org

Contractor: KPM Engineering
Contact: Gary Karttunen
1984 Walton Road
Kingsley MI 49649
garyk@kpmengineering.com

THIS PERMIT IS VALID ONLY FOR THE FOLLOWING PROPOSED OPERATIONS:

PURPOSE:

STATE ROUTE: M-22 VILLAGE OF: Arcadia COUNTY: Manistee County
TOWN RANGE SECTION
T 24 N R 16 W 10

NEAREST INTERSECTION: SIDE OF ROAD:
Glovers Lake Rd E

DISTANCE TO (in feet) DIRECTION TO NEAREST INTERSECTION:
0.00 West

CONTROL SECTION: MILE POINT FROM: MILE POINT TO: LOCATION:
51031 17.000 18.000 LEFT

REQUISITION NUMBER: WORK ORDER NUMBER: MDOT JOB NUMBER: ORG JOB NUMBER:
This permit is incomplete without “General Conditions and Supplemental Specifications”

I certify that I accept the following:

1. I am the legal owner of this property or facility, the owner's authorized representative, or have statutory authority to work within state highway Right-of-Way.
2. Commencement of work set forth in the permit application constitutes acceptance of the permit as issued.
3. Failure to object, within ten (10) days to the permit as issued constitutes acceptance of the permit as issued.
4. If this permit is accepted by either of the above methods, I will comply with the provisions of the permit.
5. I agree that Advance Notice for Permitted Activities for shall be submitted 5 days prior to the commencement of the proposed work.
   I agree that Advance Notice for Permitted Utility Tree Trimming and Tree Removal Activities shall be submitted 15 days prior to the commencement of the proposed work for an annual permit.

CAUTION
Work shall NOT begin until the Advance Notice has been approved. Failure to submit the advance notice may result in a Stop Work Order.

Manistee County Road Commission
Dan Lund
July 02, 2014
MDOT
Approved Date

THE STANDARD ATTACHMENTS, ATTACHMENTS AND SPECIAL CONDITIONS MARKED BELOW ARE A PART OF THIS PERMIT.

STANDARD ATTACHMENTS:
1. General Conditions for Permit (General Conditions)

ADDITIONAL ATTACHMENTS:

AMENDMENT ATTACHMENTS
SPECIAL CONDITIONS:

1. The Department of Transportation does not, by issuance of this permit, assume any liability claims or maintenance costs resulting from the county project facility placed by this permit. The Department reserves the right to require removal of all or any portion of this facility as needed for highway maintenance or construction purposes without replacement or reimbursement of any costs incurred by the permitted or other party. The permitted will defend, indemnify and hold harmless the Department for any claims whatsoever resulting from the construction or the removal of the authority by this permit.

2. All disturbed areas within the right of way shall be top-soiled, seeded and mulched to match existing areas per current MDOT standards and specifications.
The contractor shall cooperate and coordinate construction activities with the owners of utilities as stated in Section 104.08 of the 2012 MDOT Standard Specifications for Construction. In addition, for the protection of underground utilities, the contractor shall follow the requirements in Section 107.12 of the 2012 MDOT Standard Specifications for Construction. Contractor delay claims, resulting from a utility, will be determined based upon Section 108.09 and 109.05 of the 2012 MDOT Standard Specifications for Construction.

For protection of underground utilities and in conformance with Public Acts 53, the contractor shall dial 1-800-482-7171 or 811 a minimum of three full working days, excluding Saturdays, Sundays, and holidays prior to beginning each excavation in areas where public utilities have not been previously located. Members will thus be routinely notified. This does not relieve the contractor of the responsibility of notifying utility owners who may not be a part of the MISS DIG alert system.

**Public Utilities:**

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

- **Consumers Energy**
  - Electric
  - 821 Hastings St
  - Traverse City, MI 49684
  - Contact: Greg Mortenson
  - (231) 929-6242

- **AT&T**
  - Telecom
  - 142 East Sate Street
  - Room 2W
  - Traverse City, MI 49684
  - Contact: Chuck Helmboldt
  - (231) 941-2755

- **Superior Energy Company**
  - Gas
  - PO Box 67
  - Kaleva, MI 49645
  - Contact: Bob Roese
  - (231) 362-2520

- **Charter Communications**
  - Cable TV
  - 1690 Vine St
  - Manistee, MI 49660
  - Contact: Dan Hornkohl
  - (231) 463-1921

- **AT & T**
  - Telecom
  - 8798 W M-72
  - Traverse City, MI 49684
  - Contact: Lendy Waller
  - (231) 881-7386

The owners of existing service facilities that are within grading or structure limits and in conflict will move them to locations designated by the Engineer or will remove them entirely from the highway Right-of-Way, when feasible. Owners of Public Utilities will not be required by the County 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 dangerous to the Contractor’s operations.
ARTICLE 1 – BID RECIPIENT

1.01 This Bid is submitted to:

Manistee County Road Commission
8946 Chippewa Highway
Bear Lake, MI 49614

1.02 The undersigned Bidder proposes and agrees, if this Bid is accepted, to enter into a Contract with Owner in the form included in the Bidding Documents to perform all Work as specified or indicated in the Bidding Documents for the prices and within the times indicated in this Bid and in accordance with the other terms and conditions of the Bidding Documents.

ARTICLE 2 – BIDDER’S ACKNOWLEDGEMENTS

2.01 Bidder accepts all of the terms and conditions of the Instructions to Bidders, including without limitation those dealing with the disposition of Bid security. This Bid will remain subject to acceptance for 60 days after the Bid opening, or for such longer period of time that Bidder may agree to in writing upon request of Owner.

ARTICLE 3 – BIDDER’S REPRESENTATIONS

3.01 In submitting this Bid, Bidder represents that:

A. Bidder has examined and carefully studied the Bidding Documents, other related data identified in the Bidding Documents, and the following Addenda, receipt of which is hereby acknowledged:

   Addendum No.  Addendum Date
   __________________________  __________________________
   __________________________  __________________________

B. Bidder has visited the Site and become familiar with and is satisfied as to the general, local, and Site conditions that may affect cost, progress, and performance of the Work.

C. Bidder is familiar with and is satisfied as to all Laws and Regulations that may affect cost, progress, and performance of the Work.

D. Bidder has carefully studied all: (1) reports of explorations and tests of subsurface conditions at or contiguous to the Site and all drawings of physical conditions relating to existing surface or subsurface structures at the Site (except Underground Facilities), and (2) reports and drawings of Hazardous Environmental Conditions, if any, at the Site that have been identified.

E. Bidder has considered the information known to Bidder; information commonly known to contractors doing business in the locality of the Site; information and observations obtained
from visits to the Site; the Bidding Documents; and the Site-related reports and drawings identified in the Bidding Documents, with respect to the effect of such information, observations, and documents on (1) the cost, progress, and performance of the Work; (2) the means, methods, techniques, sequences, and procedures of construction to be employed by Bidder, including applying the specific means, methods, techniques, sequences, and procedures of construction expressly required by the Bidding Documents; and (3) Bidder’s safety precautions and programs.

F. Based on the information and observations referred to in Paragraph 3.01.E above, Bidder does not consider that further examinations, investigations, explorations, tests, studies, or data are necessary for the determination of this Bid for performance of the Work at the price(s) bid and within the times required, and in accordance with the other terms and conditions of the Bidding Documents.

G. Bidder is aware of the general nature of work to be performed by Owner and others at the Site that relates to the Work as indicated in the Bidding Documents.

H. Bidder has given Engineer written notice of all conflicts, errors, ambiguities, or discrepancies that Bidder has discovered in the Bidding Documents, and the written resolution thereof by Engineer is acceptable to Bidder.

1. The Bidding Documents are generally sufficient to indicate and convey understanding of all terms and conditions for the performance of the Work for which this Bid is submitted.

ARTICLE 4 – BIDDER’S CERTIFICATION

4.01 Bidder certifies that:

A. This Bid is genuine and not made in the interest of or on behalf of any undisclosed individual or entity and is not submitted in conformity with any collusive agreement or rules of any group, association, organization, or corporation;

B. Bidder has not directly or indirectly induced or solicited any other Bidder to submit a false or sham Bid;

C. Bidder has not solicited or induced any individual or entity to refrain from bidding; and

D. Bidder has not engaged in corrupt, fraudulent, collusive, or coercive practices in competing for the Contract. For the purposes of this Paragraph 4.01.D:

1. “corrupt practice” means the offering, giving, receiving, or soliciting of any thing of value likely to influence the action of a public official in the bidding process;

2. “fraudulent practice” means an intentional misrepresentation of facts made (a) to influence the bidding process to the detriment of Owner, (b) to establish bid prices at artificial non-competitive levels, or (c) to deprive Owner of the benefits of free and open competition;
3. “collusive practice” means a scheme or arrangement between two or more Bidders, with or without the knowledge of Owner, a purpose of which is to establish bid prices at artificial, non-competitive levels; and

4. “coercive practice” means harming or threatening to harm, directly or indirectly, persons or their property to influence their participation in the bidding process or affect the execution of the Contract.
ARTICLE 5 – BASIS OF BID

5.01 Bidder will complete the Work in accordance with the Contract Documents for the following price(s):

<table>
<thead>
<tr>
<th>Item Description</th>
<th>Quantity</th>
<th>Unit</th>
<th>Unit Price</th>
<th>Amount</th>
</tr>
</thead>
<tbody>
<tr>
<td>Mobilization, Max. $40,000.00</td>
<td>1</td>
<td>LS</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Embankment, LM</td>
<td>300</td>
<td>Cyd</td>
<td></td>
<td></td>
</tr>
<tr>
<td>HMA Base Crushing and Shaping</td>
<td>49,897</td>
<td>Syd</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Aggregate Base</td>
<td>6,650</td>
<td>Ton</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Approach, Cl I</td>
<td>76</td>
<td>Ton</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Approach, Cl II</td>
<td>83</td>
<td>Ton</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Shoulder, Cl II</td>
<td>1,647</td>
<td>Ton</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Trenching</td>
<td>288</td>
<td>Sta</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Culv, Rem, Less than 24 inch</td>
<td>1</td>
<td>Ea</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Culv, Cl E, 18 inch</td>
<td>56</td>
<td>Ft</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Culv, Slp End Sect, 1 on 6, 18 inch, Longit</td>
<td>2</td>
<td>Ea</td>
<td></td>
<td></td>
</tr>
<tr>
<td>HMA Approach</td>
<td>209</td>
<td>Ton</td>
<td></td>
<td></td>
</tr>
<tr>
<td>HMA, LVSP</td>
<td>7,947</td>
<td>Ton</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Curb Sloped, HMA</td>
<td>524</td>
<td>Ft</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Guardrail, Rem</td>
<td>142</td>
<td>Ft</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Guardrail, Type B</td>
<td>1,250</td>
<td>Ft</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Guardrail Approach Terminal, Type 1B</td>
<td>2</td>
<td>Ea</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Guardrail Approach Terminal, Type 2B</td>
<td>6</td>
<td>Ea</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Guardrail Reflector</td>
<td>50</td>
<td>Ea</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Post, Steel, 3 lb</td>
<td>345</td>
<td>Ft</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Sign, Type III, Rem</td>
<td>8</td>
<td>Ea</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Sign, Type IIIB</td>
<td>133</td>
<td>Sft</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Pavt Mrkg, Waterborne, 4 inch, White</td>
<td>29,140</td>
<td>Ft</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Pavt Mrkg, Waterborne, 4 inch, Yellow</td>
<td>15,590</td>
<td>Ft</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Lighted Arrow, Type C, Furn</td>
<td>3</td>
<td>Ea</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Lighted Arrow, Type C, Oper</td>
<td>3</td>
<td>Ea</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Minor Traf Devices</td>
<td>1</td>
<td>LS</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Pavt Mrkg, Type NR, Tape, 4 inch, Yellow, Temp</td>
<td>2,331</td>
<td>Ft</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Plastic Drum, High Intensity, Furn</td>
<td>50</td>
<td>Ea</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Plastic Drum, High Intensity, Oper</td>
<td>50</td>
<td>Ea</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Raised Pavt Marker, Temp, Type 1, Yellow, Bidirectional</td>
<td>291</td>
<td>Ea</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Sign, Type B, Temp, Prismatic, Furn</td>
<td>552</td>
<td>Sft</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Sign, Type B, Temp, Prismatic, Oper</td>
<td>552</td>
<td>Sft</td>
<td></td>
<td></td>
</tr>
</tbody>
</table>
## Suggested Bid Form for Construction Contracts

<table>
<thead>
<tr>
<th>Item Description</th>
<th>Quantity</th>
<th>Unit</th>
<th>Unit Price</th>
<th>Amount</th>
</tr>
</thead>
<tbody>
<tr>
<td>Traffic Regulator Control</td>
<td>1</td>
<td>LS</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Ditching</td>
<td>2</td>
<td>Sta</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Post, Mailbox</td>
<td>5</td>
<td>Ea</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Riprap, Plain</td>
<td>50</td>
<td>Syd</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Paved Ditch, HMA</td>
<td>20</td>
<td>Syd</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Slope Restoration</td>
<td>3,100</td>
<td>Syd</td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

### Total Bid: $_______________________________

Unit Prices have been computed in accordance with Paragraph the General Conditions.

Bidder acknowledges that estimated quantities are not guaranteed, and are solely for the purpose of comparison of Bids, and final payment for all unit price Bid items will be based on actual quantities, determined at the Time of Completion.

5.02 Bidder agrees that the Work will be substantially complete and will be completed and ready for final payment on or before the date stated in the Progress Clause.

5.03 Bidder accepts the provisions of the Contract as to liquidated damages.
ARTICLE 6 – ATTACHMENTS TO THIS BID

6.01 The following documents are submitted with and made a condition of this Bid:

A. Required Bid security in the form of certified check or bank money order or a bid bond;

B. List of Proposed Subcontractors;

C. List of Proposed Suppliers;

D. List of Project References;

E. Evidence of authority to do business in the state of the Project; or a written covenant to obtain such license within the time for acceptance of Bids;

F. Affidavit of Non-Collusion

ARTICLE 7 – DEFINED TERMS

7.01 The terms used in this Bid with initial capital letters have the meanings stated in the Instructions to Bidders, the General Conditions, and the Supplementary Conditions.
ARTICLE 8 – BID SUBMITTAL

8.01 This Bid is submitted by:

If Bidder is:

**An Individual**

Name (typed or printed): ________________________________

By: ____________________________________________

(Individual’s signature)

Doing business as: ________________________________

**A Partnership**

Partnership Name: ________________________________

By: ____________________________________________

(Signature of general partner -- attach evidence of authority to sign)

Name (typed or printed): ________________________________

**A Corporation**

Corporation Name: ____________________________________________ (SEAL)

State of Incorporation: ________________________________

Type (General Business, Professional, Service, Limited Liability):_______

By: ____________________________________________

(Signature -- attach evidence of authority to sign)

Name (typed or printed): ________________________________

Title: ____________________________________________

(CORPORATE SEAL)

Attest ____________________________________________

Date of Qualification to do business in **Michigan** is ____/____/____.
A Joint Venture

Name of Joint Venture: ________________________________________

First Joint Venturer Name: _____________________________________ (SEAL)

By: ________________________________________________________
    (Signature of first joint venture partner -- attach evidence of authority to sign)

Name (typed or printed): ______________________________________

Title: ________________________________________________________

Second Joint Venturer Name: _________________________________ (SEAL)

By: ________________________________________________________
    (Signature of second joint venture partner -- attach evidence of authority to sign)

Name (typed or printed): ______________________________________

Title: ________________________________________________________

(Each joint venturer must sign. The manner of signing for each individual, partnership, and corporation that is a party to the joint venture should be in the manner indicated above.)

Bidder's Business Address ______________________________________

___________________________________________________________

Phone No. ______________________________________ Fax No. _______________________

E-mail ______________________________________

SUBMITTED on ____________________, 20____.

State Contractor License No. __________________. [If applicable]
BID BOND

Any singular reference to Bidder, Surety, Owner or other party shall be considered plural where applicable.

BIDDER (Name and Address):

SURETY (Name and Address of Principal Place of Business):

OWNER (Name and Address):

Manistee County Road Commission
8946 Chippewa Highway
Bear Lake, MI 49614

BID

Bid Due Date: August 14, 2014
Description:
Rehabilitation of Glovers Lake Rd from M-22 Easterly 2.76 miles including HMA base crushing and shaping, aggregate base, guardrail, HMA paving, permanent signs and pavt markings per plans and specifications

BOND

Bond Number:
Date (Not earlier than Bid due date):
Penal sum __________________________ $ __________________________

(Words) (Figures)

Surety and Bidder, intending to be legally bound hereby, subject to the terms set forth below, do each cause this Bid Bond to be duly executed by an authorized officer, agent, or representative.

BIDDER

Bidder’s Name and Corporate Seal

By: ______________________________________________________________________

Signature

Print Name

Title

Attest:

Signature

Title

SURETY

Surety’s Name and Corporate Seal

By: ______________________________________________________________________

Signature (Attach Power of Attorney)

Print Name

Title

Attest:

Signature

Title
1. Bidder and Surety, jointly and severally, bind themselves, their heirs, executors, administrators, successors, and assigns to pay to Owner upon default of Bidder the penal sum set forth on the face of this Bond. Payment of the penal sum is the extent of Bidder’s and Surety’s liability. Recovery of such penal sum under the terms of this Bond shall be Owner’s sole and exclusive remedy upon default of Bidder.

2. Default of Bidder shall occur upon the failure of Bidder to deliver within the time required by the Bidding Documents (or any extension thereof agreed to in writing by Owner) the executed Agreement required by the Bidding Documents and any performance and payment bonds required by the Bidding Documents.

3. This obligation shall be null and void if:
   
   3.1 Owner accepts Bidder’s Bid and Bidder delivers within the time required by the Bidding Documents (or any extension thereof agreed to in writing by Owner) the executed Agreement required by the Bidding Documents and any performance and payment bonds required by the Bidding Documents, or
   
   3.2 All Bids are rejected by Owner, or
   
   3.3 Owner fails to issue a Notice of Award to Bidder within the time specified in the Bidding Documents (or any extension thereof agreed to in writing by Bidder and, if applicable, consented to by Surety when required by Paragraph 5 hereof).

4. Payment under this Bond will be due and payable upon default of Bidder and within 30 calendar days after receipt by Bidder and Surety of written notice of default from Owner, which notice will be given with reasonable promptness, identifying this Bond and the Project and including a statement of the amount due.

5. Surety waives notice of any and all defenses based on or arising out of any time extension to issue Notice of Award agreed to in writing by Owner and Bidder, provided that the total time for issuing Notice of Award including extensions shall not in the aggregate exceed 120 days from Bid due date without Surety’s written consent.

6. No suit or action shall be commenced under this Bond prior to 30 calendar days after the notice of default required in Paragraph 4 above is received by Bidder and Surety and in no case later than one year after Bid due date.

7. Any suit or action under this Bond shall be commenced only in a court of competent jurisdiction located in the state in which the Project is located.

8. Notices required hereunder shall be in writing and sent to Bidder and Surety at their respective addresses shown on the face of this Bond. Such notices may be sent by personal delivery, commercial courier, or by United States Registered or Certified Mail, return receipt requested, postage pre-paid, and shall be deemed to be effective upon receipt by the party concerned.

9. Surety shall cause to be attached to this Bond a current and effective Power of Attorney evidencing the authority of the officer, agent, or representative who executed this Bond on behalf of Surety to execute, seal, and deliver such Bond and bind the Surety thereby.

10. This Bond is intended to conform to all applicable statutory requirements. Any applicable requirement of any applicable statute that has been omitted from this Bond shall be deemed to be included herein as if set forth at length. If any provision of this Bond conflicts with any applicable statute, then the provision of said statute shall govern and the remainder of this Bond that is not in conflict therewith shall continue in full force and effect.

11. The term “Bid” as used herein includes a Bid, offer, or proposal as applicable.
GENERAL CONDITIONS

1. DEFINITIONS.

For the purpose of these specifications, the following terms are used herein and are respectively defined as follows:

A. "Road Commission" shall mean the Manistee County Road Commission

B. "Engineer" shall mean the Engineer as designated by the Road Commission.

C. "Board" shall mean the Board of Manistee County Road Commissioners.

D. "Contractor" shall mean the individual, partnership, corporation or a combination of any or all jointly, undertaking the execution of the Work under the terms of the Contract and acting directly or through agents or employees.

2. ENGINEER’S STATUS. The Engineer will be the Road Commission’s representative during construction of the Project. The Engineer has authority to stop the Work whenever such stoppage may be necessary to insure proper execution of the Contract. The Engineer shall also have authority to reject all Work and materials which do not conform to the Contract.

3. CONTRACT DOCUMENTS. If the Contractor believes a conflict, error, ambiguity, or discrepancy exists within the Contract Documents or between the Contract Documents and any provisions of any law or regulation applicable to the performance of the Work or of any standard, specification, manual or code, or of any instruction of any supplier, Contractor shall report it to the Engineer in writing at once and request an amendment or supplement to the Contract documents by the Engineer. In the event that the Contractor proceeds with the Work without an amendment or supplement issued by the Engineer, Contractor shall assume all risk in performing the Work without such amendment or supplement, which shall include but not be limited to the risk that the Work performed shall be required to be removed, replaced, or corrected by the Road Commission.

4. INSURANCE. The Contractor is required to provide the following insurance. If any part of the Contract is sublet, insurance shall be provided by the Contractor on behalf of subcontractors to cover their operations. The insurance shall be contracted with a company licensed to do business in the State of Michigan and shall be subject to the approval of the Road Commission. Certified copies in duplicate, setting forth the limits and coverage shall be furnished to the Road Commission before commencing with any Work and at the time of executing this Contract. The policy shall contain endorsements stating that a 10 day notice will be given to the Road Commission prior to termination or any change in the policy, shall provide an endorsement stating that the Road Commission, its board, officers, employees, and agents have been named as additional insureds onto such policy for all claims arising out of the Contractor’s Work, and shall describe the construction project and provide coverage for the following terms:

A. Contractor's General Liability and Property Damage. The Contractor shall procure and shall maintain during the life of this Contract Contractor's General Liability Insurance in an amount not less than $2,000,000 per occurrence for injuries, including accidental death, for each person; and subject to the
same limit for each person, in an amount not less than $2,000,000 per occurrence on account of each accident; and Contractor's Property Damage Insurance in an amount not less than $1,000,000 each occurrence; and combined Single Limit for Bodily Injury and Property Damage Liability in an amount not less than $2,000,000 for each occurrence, including property damage coverage for the following terms:

1. Underground Damage to facilities due to drilling and excavating with mechanical equipment in streets and highways, easements or public property.

2. Collapse or Structural Injury to structures due to blasting or explosion, excavation, tunneling, pile driving or cofferdam Work.

Coverage shall include language that states: It is understood and agreed that by naming the Road Commission, its board, officers, agents, and employees as additional insured, coverage afforded is considered to be primary and any other insurance that the Road Commission may have in effect shall be considered secondary or excess.

B. Automobile Insurance. The Contractor shall procure and maintain during the life of this Contract Owned, Contract Hired and Non-Ownership Motor Vehicle Bodily Injury Insurance (comprehensive form) in an amount not less than $500,000 for injuries, including accidental death for each person; and in an amount not less than $1,000,000 for each accident; and Property Damage Liability Insurance in an amount not less than $1,000,000 for each accident; and combined single limit for Bodily Injury and Property Damage Liability Insurance in an amount not less than $1,000,000 for each occurrence. These requirements may be met through an Umbrella Policy.

C. Worker's Compensation. The Contractor shall comply with the requirements of the Michigan Worker's Compensation Law and shall maintain such insurance as will protect him from claims under said law, and from any other claim for personal injury, including death, which may arise from operations by himself or by any other Contractor, or anyone directly or indirectly employed by either of them, and will give proof of such insurance to the Road Commission Engineer at the time of filing its bonds and Contract.

D. Owner's (Road Commission's) Protective Liability. The Contractor shall furnish to the Road Commission, in duplicate, an Owner's Protective Liability Policy insuring the Road Commission in an amount not less than $1,000,000 with respect to any one person, and $1,000,000 with respect to any occurrence in the case of bodily injury, and $1,000,000 for each occurrence and a $1,000,000 aggregate for property damage liability; and combined single limit for Bodily Injury and Property Damage in an amount not less than $1,000,000 for each occurrence.

E. All Risk Builder's Insurance. The Contractor shall procure and maintain, in the name of the Road Commission and of the Contractor, as their respective interests may appear during the life of the Contract, All Risk Builder's Risk Insurance on a completed value basis in an amount not less than the Contract amount plus the value of all material furnished by the parties other than the Contractor for installation in the project to cover all project structures and materials, supplies, machinery, equipment and fixtures including the installation cost thereof which are owned by the insured or for which the insured is legally liable. This policy covers the property of the insured (a) while in transit at the risk of the insured; (b) while on the premises of construction or installation; and (c) during construction, installation or testing. This policy insures against all risk of direct physical loss or damage to the property insured hereunder and shall specifically cover loss due to fire, wind, flood and collapse, but may be subject to exclusion of losses from wear and tear, misappropriation of business, defective materials, collapse due to faulty Workmanship, nuclear or radiation war, insurrection, riot or civil
disobedience.

F. Cancellation. If any of the insurance is canceled, the Contractor and all subcontractors shall cease
operations, and shall not resume until new insurance is obtained.

5. **BONDS.** Contractor shall furnish performance and payment bonds, each in an amount at least equal
to the Contract Price as security for the faithful performance and payment of all of Contractor’s
obligations under the Contract Documents. These bonds shall remain in effect until one year after the
date when final payment becomes due or until completion of the correction period, whichever is later,
except as provided otherwise by Laws or Regulations or by the Contract Documents. Contractor shall
also furnish such other bonds as are required by the Contract Documents.

All bonds shall be in the form prescribed by the Contract Documents except as provided otherwise by
Laws or Regulations, and shall be executed by such sureties as are named in the list of “Companies
Holding Certificates of Authority as Acceptable Sureties on Federal Bonds and as Acceptable
Reinsuring Companies” as published in Circular 570 (amended) by the Financial Management Service,
Surety Bond Branch, U.S. Department of the Treasury. All bonds signed by an agent or attorney-in-fact
must be accompanied by a certified copy of that individual’s authority to bind the surety. The
evidence of authority shall show that it is effective on the date the agent or attorney-in-fact signed each
bond.

If the surety on any bond furnished by Contractor is declared bankrupt or becomes insolvent or its right
to do business is terminated in any state where any part of the Project is located Contractor shall
promptly notify Owner and Engineer and shall, within 20 days after the event giving rise to such
notification, provide another bond and surety.

6. **PERMITS.** The Contractor shall obtain all permits required for the Work by any federal, state, or local
law, rule, code, or regulation. Contractor shall pay for same at Road Commission’s own expense. Any
inspection fees associated with such permits shall be paid for by the Contractor and Contractor shall
conduct construction operations in accordance with provisions of such permits including tunneling of
utilities where reburied. Contractor shall also furnish any required bonds and pay the cost of same.

7. **PRE-CONSTRUCTION MEETING.** A pre-construction meeting **will** be Required After the award
of the Contract by the Road Commission. The Road Commission will coordinate with a principal
member of the Contractor's organization and any other person or entities that the Road Commission
requires shall attend a pre-construction meeting with all subcontractors to be held at a place and on a date
mutually agreed upon. At this time, at a minimum, the requirements of the project, the Contractor's
schedule of operations and construction methods, work zone traffic plan, and, if applicable, testing orders
and job mix formula shall be provided. The Contract documents shall be delineated in order to obtain an
understanding of the overall construction program by the Consultant and subcontractors.

8. **CONSTRUCTION SCHEDULE AND SAFETY PLAN.**

A. At the pre-construction meeting and prior to starting Work, the Contractor shall prepare and submit to
the Engineer two copies of a construction progress schedule showing in a clear, graphical manner the
proposed dates for the commencement, progress and completion of the Work. The progress schedule shall
be predicated on the completion of the Work on or before the date of completion as stated in the Contract.
Upon approval of the Progress Schedule by the Engineer in writing, it shall become a part of the Contract
Documents. The Pre-construction meeting minutes approved by the Road Commission shall become a
part of the Contract Documents.
B. If, during the course of the Work, it becomes apparent that the Progress Schedule is unrealistic or will not be met, it shall be revised and resubmitted to the Engineer for approval. Upon approval of the revised Progress Schedule, it shall become a part of the Contract documents. Approval of the revised Progress Schedule is in the sole discretion of the Engineer.

C. No later than the pre-construction meeting and prior to starting Work, the Contractor shall prepare and submit to the Engineer two copies of a Safety Plan showing in a clear, graphical manner the Contractor’s plan for taking all necessary precautions for the safety of and provision of necessary protection to prevent damage or injury to all persons on the project site or who may be affected by the Work, all the Work and materials and equipment to be used, and other property at the project site or adjacent thereto, including trees, shrubs, lawns, walks, pavements, roadways, structures, utilities, and Underground Facilities not designated for removal, relocation, or replacement in the course of construction. Upon approval of the Safety Plan, it shall become a part of the Contract documents.

Contractor shall designate a qualified and experienced safety representative at the site whose duties and responsibilities shall be the prevention of accidents and the maintaining and supervising of safety precautions and programs.

9. CONTRACTOR’S SUPERVISION AND ORGANIZATION.

A. The Work under this Contract shall be under the direct charge and direction of the Contractor. The Contractor shall give efficient superintendence to the Work, using his or her best skill and attention. The Contractor shall at all times keep competent persons and any and all necessary supervisors and assistants on the site of the Work during its progress. The Contractor shall designate a Project Supervisor and a Safety Supervisor who shall have the authority and responsibilities as set forth in Section 104.07 of the MDOT Standard Specifications for Construction and such other positions as the Engineer may require.

B. The Contractor shall employ only competent, efficient workers and shall not use on the Work any unfit person or one not skilled in the Work assigned and Contractor shall at all times enforce strict discipline and good order among Contractor's employees.

10. SUBCONTRACTING.

A. Contractor shall not employ any subcontractor, supplier, or other individual or entity, whether initially or as a replacement, against whom the Road Commission may have reasonable objection. Contractor shall not be required to employ any subcontractor, supplier, or other individual or entity to furnish or perform any of the Work against whom Contractor has reasonable objection.

B. The Contractor shall give personal attention to the fulfillment of the Contract and shall keep the Work under its control.

C. No subcontractor will be recognized as such, and all persons engaged in the Work or construction will be considered as employees of the Contractor and the Contractor will be held responsible for their Work, which shall be subject to the provisions of this Contract. Contractor shall be fully responsible to the Road Commission for all acts and omissions of the subcontractors, suppliers, and other individuals or entities performing or furnishing any of the Work just as Contractor is responsible for its own acts and omissions.
D. The Contractor shall perform with its own organization Contract Work amounting to not less than 40% percent of the original total Contract Price.

E. When a portion of the Work which has been subcontracted by the Contractor is not being executed in a manner satisfactory to the Road Commission, the subcontractor shall be removed immediately on the request of the Engineer and shall not again be employed on the Work.

F. The subcontractors do not need to be pre-qualified by the Michigan Department of Transportation to perform the classification of Work proposed.

11. PROTECTION OF WORK AND PROPERTY.

A. The Contractor shall continuously maintain adequate protection of all Contractor's Work from damage and shall protect all public property and private abutting property from injury or loss arising in connection with damage, injury or loss, and shall indemnify, defend and hold harmless the Road Commission from all such damages or injuries occurring because of Contractor's Work. Contractor shall furnish and maintain all passageways, barricades, guard fences, lights and danger signals, provide watchmen and other facilities for protection required by public authority or local conditions, all at no additional cost to the Road Commission.

B. The Contractor shall assume full responsibility of loss or damage to the Work during the entire construction period resulting from conditions, and from all other causes whatsoever not directly due to the acts or neglect of the Road Commission, including fire, vandalism, flood, and malicious mischief, and shall turn the finished Work over to the Road Commission in good condition and repair at the time of the request for a certificate of Substantial Completion.

C. The Contractor shall not Work, store, or operate equipment outside designated Work areas as shown on plans without permission of the Road Commission Engineer. Permission shall not be granted unless the Contractor provides the Road Commission with documentation evidencing the consent of the person or entity having ownership or control of area.

D. Contractor shall provide the Road Commission with access to the site at all times during the project. No work performed by the Road Commission on the Project or at the Site shall be the basis for any claim of increased Contract Price or Contract Time under this Contract. Nor shall the Road Commission’s performance of any of the Work under the Contract be the basis for a claim for damages or anticipated profits on the Work performed by the Road Commission. Further, the Contractor shall make available to the Road Commission any traffic control or other safety measures installed by the Contractor at the time the Road Commission performs any work at the site.

12. LIMITATIONS ON USE OF SITE OR OTHER AREAS.

A. Contractor shall confine construction equipment, the storage of materials and equipment, and the operations of workers to the construction Site and other areas permitted by laws and regulations, and shall not unreasonably encumber the construction Site and other areas with construction equipment or other materials or equipment.

B. Contractor shall keep the construction Site and other areas free from accumulations of waste, materials, rubbish, and other debris. Removal and disposal of such waste materials, rubbish, and other
debris shall conform to applicable laws and regulations.

C. Prior to substantial completion of the Work, Contractor shall clean the Site and make it ready for the Road Commission’s use. At the completion of the Work, Contractor shall remove from the Site all tools, appliances, construction equipment and machinery, and surplus materials and shall restore to original condition all property not designated for alteration by this Contract.

13. EXECUTION OF CHANGE ORDERS

A. Owner and Contractor shall execute appropriate Change Orders recommended by Engineer covering:

1. changes in the Work which are: (i) ordered by Owner (ii) required because of acceptance of defective Work or Owner’s correction of defective Work or (iii) agreed to by the parties;

2. changes in the Contract Price or Contract Times which are agreed to by the parties, including any undisputed sum or amount of time for Work actually performed in accordance with a Work Change Directive; and

3. changes in the Contract Price or Contract Times which embody the substance of any written decision rendered by Engineer provided that, in lieu of executing any such Change Order, an appeal may be taken from any such decision in accordance with the provisions of the Contract Documents and applicable Laws and Regulations, but during any such appeal, Contractor shall carry on the Work and adhere to the Progress Schedule.

14. DIFFERING SITE CONDITION. Contractor has represented that it has visited the Site and become familiar with and is satisfied as to the general, local and Site conditions, including subsurface conditions that may affect cost, progress, and performance of the Work. As such, Contractor assumes the risk in encountering differing site conditions and all costs associated therewith. In the event that the Contractor encounters a differing site condition that materially and substantially causes an increase in the cost or time required for the performance of the Work, Contractor may request an increase in Contract Time or Contract Price prior to performing the increased work. Engineer may consider such request, but shall not be obligated to grant the request. In no case shall the Contractor request any increase in Contract Time or Contract Price for work already performed nor may the Contractor stop or delay the Work because of the differing site condition. In the event that the Engineer denies the request, Contractor shall be obligated to perform the Work required under this Contract. This provision shall supersede and replace any differing site condition or similar provision contained in any incorporated standard or specification referenced in the Contract.

15. SUBSTITUTES. Substitution may only be offered following the Notice of Award. Whenever an item of material or equipment is specified or described in the Contract documents by using the name of a proprietary item or the name of a particular supplier, the specification or description is intended to establish the type, function, appearance, and quality required. Unless the specification indicates that no like, equivalent, or “or-equal” item or no substitution is permitted, other items of material or equipment or material or equipment of other suppliers may be submitted to the Engineer for review. The Engineer in his
or her sole discretion may allow the use of substitutes or “or-equal” material or equipment. The Engineer may require that the Contractor provide such assurances as the Engineer may determine are necessary to allow a proposed substitute or “or equal” item. The Contractor shall at its own expense provide all data in support of any proposed substitute or “or equal” material or equipment.

16. CONTRACTOR'S GENERAL WARRANTY AND GUARANTEE. Contractor’s obligation to perform and complete the Work in accordance with the Contract Documents shall be absolute. None of the following will constitute an acceptance of Work that is not in accordance with the Contract or a waiver of Contractor’s obligation to perform the Work in accordance with the Contract:

A. observation or failure to observe by the Road Commission, its agents, or employees;
B. payment by the Road Commission of any progress payment;
C. the issuance of a certificate of Substantial Completion by Engineer or any payment related thereto by Road Commission;
D. use or occupancy of the Work or any part by the Road Commission;
E. any acceptance by the Road Commission, its agents, or employees or any failure to do so;
F. any inspection or test by the Road Commission, its agents, or employees;
G. approval by others; or
H. any correction of defective Work by the Road Commission.

17. INSPECTION OF CONSTRUCTION.

A. The Contractor shall maintain an inspection system and perform such inspections as will insure that the Work performed under the Contract conforms to Contract requirements. The Contractor shall maintain complete inspection records and make them available to the Road Commission.

B. The Road Commission Engineer may appoint resident/project representatives who shall be under the direction of the Road Commission Engineer. The project representative will inform the Engineer as to the progress of the Work, the manner in which it is being done, and the quality of the materials being used. The representative may call to the attention of the Contractor any failure to follow the plans and specifications that he or she observes. The representative shall have the authority to reject materials or suspend the Work until any questions on the performance of the Work can be referred to and decided by the Engineer. The representative shall have no authority to supervise the Contractor's operations or to change the Contract or specifications. The Contractor shall not be a third party beneficiary of a Contract between the Road Commission and its project representatives. Any project representative is for the sole benefit of the Road Commission and the Contractor may not rely on any actions or omissions of the project representative.

C. The Contractor shall promptly furnish, at no increase in Contract Price, all facilities, labor, and material reasonably needed for performing such safe and convenient inspections and tests as may be required by the Road Commission. The Road Commission may charge to the Contractor any additional cost of inspection or test when Work is not ready at the time specified by the Contractor for inspection or test, or when prior rejections makes reinspection or retest necessary.
D. Road Commission inspections and tests are for the sole benefit of the Road Commission and in no instance shall any action or omission on the part of the project representatives or the Road Commission release the Contractor of the responsibility of completing the Work in accordance with the plans or specifications, constitute a waiver by the Road Commission of any standards or specifications required by the Contract, or act as a warranty as to the propriety of the Contractor’s performance; nor shall an action or omission of the representative constitute acceptance by the Road Commission of Work and materials that do not conform to the Contract.

E. The Contractor shall, without charge, remove, replace or correct Work found by the Road Commission not to conform to Contract requirements and project specifications, unless in the public interest the Road Commission consents in writing to accept the Work with an appropriate adjustment in Contract Price. The Contractor shall promptly segregate and remove rejected material from the premises. If the Contractor does not promptly remove, replace or correct rejected Work, the Road Commission may (1) remove, replace or correct the Work and charge the cost, including overhead cost and attorney fees, to the Contractor; or

(2) terminate for default the Contractor’s right to proceed.

F. If, before acceptance of the Work as set forth in subparagraph (G), the Road Commission decides to examine already completed Work by removing it or tearing it out, the Contractor, on request, shall promptly furnish all necessary facilities, labor, and material. If the Work is found to be defective or nonconforming in any material respect due to the fault of the Contractor or its subcontractors, the Contractor shall defray the expenses of the examination and of satisfactory reconstruction. However, if the Work is found to meet Contract requirements, the Road Commission shall make an equitable adjustment for the additional services involved in the examination and reconstruction, including, if completion of the Work was thereby delayed, an extension of time.

G. Work under the Contract shall be considered accepted only after the Contractor has notified the Road Commission in writing that the Work is complete and the Road Commission inspects the Work and notifies the Contractor in writing that the Work is completed. In no case shall portions of the Work be considered to be accepted prior to acceptance of the entire Work unless the Contractor requests and the Road Commission determines that portions of the Work be accepted separately in writing, the Contractor notifies the Road Commission that the portion of the Work is complete, and the Road Commission accepts the portion of the Work in writing. The determination of whether portions of the Work may be separately accepted is within the sole discretion of the Engineer.

H. Inspection of the Work or a portion of the Work if applicable by the Road Commission shall be conducted as soon as practicable by the Road Commission following receipt of notification from the Contractor that the Work or portion of the Work is complete. In no case shall the Road Commission be responsible for any delay in the progress of the Work as a result of the Contractor’s request to have a portion of the Work inspected and accepted. Further, in no case shall the Road Commission’s delay in inspecting the Work or portion of the Work be deemed an acceptance of the Work. This provision shall supersede and replace any inspection timeline contained in any incorporated standard or specification referenced in the Contract.

I. The Road Commission shall accept non-defective Work as promptly as practicable after notification by the Contractor of completion and inspection of the Work, and for the entire Work, verification of punchlist items, completed project documentation, and material testings. Acceptance shall be final and conclusive except for latent defects, fraud, gross mistakes amounting to fraud, or the Road Commission’s rights under any warranty or guarantee. This provision shall supersede and replace any acceptance
timeline to the contrary contained in any incorporated standard or specification referenced in the Contract.

18. **ESTIMATES AND PAYMENTS.**

A. The Road Commission shall pay and the Contractor shall receive the unit prices bid in the Bid form or agreed upon, less any deduction for any uncompleted portion based upon measurements made by the Engineer or as otherwise herein stipulated, and such measurements shall be final and conclusive.

B. The Road Commission shall make progress payments on account of the Contract Price on the basis of Contractor’s application for payment on monthly intervals as provided herein.

C. Prior to substantial completion, the Contractor shall submit to the Road Commission an application for each payment and shall submit a Contractor's Declaration stating that it has not performed any work, furnished any material, sustained any loss, damage or delay for any reason, including soil conditions encountered or created, or otherwise done anything for which the Contractor will ask, demand, sue for or claim compensation from the Road Commission other than as indicated on the Contractor's Declaration and shall submit receipts or other vouchers showing its payments for materials and labor, including payments to subcontractors. Proof of payment made to all subcontractors and suppliers for all prior applications in the form of a release executed by the subcontractor or supplier indicating that it has been paid for the Work performed.

D. Contract Price $30,000 or more or Contract Price to be paid in more than three (3) payments:

Payments, based on progress estimates, will be made within 30 days from approval for Ninety (90%) percent of the Work completed as set forth in the progress estimate, until the Work is Fifty (50%) in place. Thereafter, additional retainage shall not be withheld unless it is determined that the Contractor is not making satisfactory progress, or that there is other specific cause relating to the Contractor’s performance under the Contract. If such a determination is made, not more than Ten (10%) percent of the dollar value of the work more than Fifty (50%) percent in place shall be retained as additional retainage. No payment estimate shall be paid until approved by the Engineer, and shall be less any deductions or reservations which may be made in accordance with the terms of the Contract. No allowance will be made for materials furnished, unless incorporated in the finished Work, unless otherwise stated.

OR

Contract Price less than $30,000 or Contract Price to be paid in three (3) or less payments.

Payments, based on progress estimates, will be made within 30 days from approval for 90% of the Work completed as set forth in the progress estimate and approved by the Engineer, less any deductions or reservations which may be made in accordance with the terms of the Contract. No allowance will be made for materials furnished, unless incorporated in the finished Work, unless otherwise stated.

E. The Road Commission may withhold the payment of any estimate or portion of estimate until the Contractor shall have furnished satisfactory evidence that he has paid all claims.

F. No payment shall be considered as acceptance of the Work or any portion thereof prior to the final acceptance of the Work, and the payment of the final estimate.
G. The Contract will not be finalized until all submittals, guarantees, bonds, warranties, insurance, certifications, licenses and affidavits required for the Work as specified are satisfactorily filed with the Road Commission.

When required, the Contractor shall provide notarized copies of all valid licenses and certificates required for performance of the Work. The notarized copies shall be delivered to the Road Commission Engineer no later than ten (10) days after the Contractor received the Notice of Award from the Road Commission Engineer. Current notarized copies of licenses and certificates shall be provided to the Road Commission Engineer within twenty-four hours of demand at any time during the Contract term. Licenses and certificates required for this Contract include, by way of illustration and not limitation, the following:

H. When Contractor considers the entire Work ready for its intended use, Contractor shall notify the Road Commission in writing that the entire Work is substantially complete and request that the Engineer issue a certificate of Substantial Completion.

I. Within thirty (30) days after the issuance of the Certificate of Substantial Completion and the Contractor’s completion of the Contract and in accordance with all and singular terms and stipulations herein contained, the Road Commission shall make payment from an invoice approved by the Engineer sufficient to achieve total payments to 100% of the Work completed less 150% of the value of the Work to be completed or corrected as identified in the certificate of Substantial Completion.

J. Before final payment is made, the Contractor shall submit a Contractor's Affidavit stating that all claims of every nature have been paid or a release secured from the surety or sureties approving payment of the final estimate by the Road Commission.

K. Upon final completion of the Work and any correction to the Work as set forth in the Certificate of Substantial Completion, the Road Commission shall pay the remaining Contract Price to the Contractor. The final payment, when made, shall be considered as final approval and acceptance of the completed Work subject to any guarantees or warranties provided herein. The acceptance by the Contractor of the final payment aforesaid shall operate as and shall be a release to the Road Commission and its agents from all claims and liability to the Contractor for anything done or furnished for relating to the Work or for any act of neglect of the Road Commission or of any person relating to or affecting the Work any reservation or protest notwithstanding.

L. Only those items mentioned in the bid form are pay items. It is the Contractor's responsibility to complete those items and to furnish all other materials, workers, and machines to obtain a complete and satisfactory job. All other necessary items for a complete job shall be considered incidental and not pay items.

19. ESTIMATED QUANTITIES. The quantities of the various classes of Work to be done and materials to be furnished under this Contract, which have been estimated as stated elsewhere herein, are approximate and only for the purpose of comparing, on a uniform basis, the bids offered for the Work under this Contract; and neither the Road Commission nor its agents is to be held responsible should any of the said estimated quantities be found incorrect during the construction of the Work; and the Contractor shall make no claim for anticipated profit nor for loss of profit, because of a difference between the quantities of the various classes of Work actually done or materials actually delivered, and the estimated quantities as herein stated.
20. PAYMENTS WITHHELD.

A. The Road Commission may withhold or nullify the whole or a part of any certificate for progress payment to such extent as may be necessary to protect itself from loss on account of:

1. Defective Work not remedied;
2. Claims filed or reasonable evidence indicating probable filing of claims;
3. Failure of the Contractor to make payments properly to subcontractors or for material or labor;
4. A reasonable doubt that the Contract can be completed for the balance then unpaid;
5. Damage to another contractor; or

B. When the above grounds are removed, payment shall be made for amount withheld because of them.

21. TIME FOR COMPLETION; LIQUIDATED DAMAGES.

A. The Work which the Contractor is required to perform under this Contract shall be commenced and fully completed at the time stipulated by the Road Commission in a written "Notice to Proceed" to the Contractor.

B. This is to be a daytime operation as specified in contract documents. unless otherwise approved by the Engineer.

The Contractor shall be responsible for liquidated damages in the amount set forth in the Schedule of Liquidated Damages for Oversight in Table 108-1 of the 2012 Standard Specifications for Construction per calendar day for each day after the substantial completion date until the Work is completed unless approved by the Road Commission in writing.

22. CONTRACT SUBMITTALS.

A. Record Drawings. Will not be required. Unless otherwise directed by the Engineer, at the time of substantial completion, the Contractor shall submit to the Engineer a current listing and description of each change incorporated into the Work since the preceding submittal.

B. Warranties. The Contractor shall furnish one copy of all manufacturers’ warranties, if any, for products or systems installed in the Project.

C. Material Certifications. The Contractor shall submit as requested by the Engineer, material tickets, site measurements, and material certifications.
AGREEMENT
BETWEEN OWNER AND CONTRACTOR
FOR CONSTRUCTION CONTRACT

THIS AGREEMENT is by and between Manistee County Road Commission ("Owner") and ____________________________ ("Contractor").

Owner and Contractor hereby agree as follows:

ARTICLE 1 – WORK

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

HMA base crushing and shaping, aggregate base, guardrail, HMA paving, permanent signage and pavement markings as detailed on the plans and specifications

ARTICLE 2 – THE PROJECT

2.01 The Project for which the Work under the Contract Documents may be the whole or only a part is generally described as follows:

Rehabilitation of Glovers Lake Road from M-22 easterly 2.76 miles.

ARTICLE 3 – ENGINEER

3.01 The Manistee County Road Commission’s designated Engineer is to act as Owner’s representative, assume all duties and responsibilities, and have the rights and authority assigned to Engineer in the Contract Documents in connection with the completion of the Work in accordance with the Contract Documents.

ARTICLE 4 – CONTRACT TIMES

4.01 Time of the Essence

A. All time limits for Milestones, if any, Substantial Completion, and completion and readiness for final payment as stated in the Contract Documents are of the essence of the Contract.

4.02 Dates for Completion and Final Payment

A. The Work will be completed on or before October 25, 2014.
ARTICLE 5 - CONTRACT PRICE

5.01 Owner shall pay Contractor for completion of the Work in accordance with the Contract Documents an amount in current funds equal to the sum of the amounts determined pursuant to:

A. For all Unit Price Work, an amount equal to the sum of the established unit price for each separately identified item of Unit Price Work times the actual quantity of that item:

The Bid prices for Unit Price Work set forth as of the Effective Date of the Agreement are based on estimated quantities. As provided in the General Conditions, estimated quantities are not guaranteed, and determinations of actual quantities and classifications are to be made by the Engineer.

ARTICLE 6 – PAYMENT PROCEDURES

6.01 Submittal and Processing of Payments

A. Contractor shall submit Applications for Payment in accordance with the General Conditions. Applications for Payment will be processed by Engineer as provided in the General Conditions.

ARTICLE 7 - CONTRACTOR’S REPRESENTATIONS

7.01 In order to induce Owner to enter into this Agreement, Contractor makes the following representations:

B. Contractor has examined and carefully studied the Contract Documents and the other related data identified in the Bidding Documents.

C. Contractor has visited the Site and become familiar with and is satisfied as to the general, local, and Site conditions that may affect cost, progress, and performance of the Work.

D. Contractor is familiar with and is satisfied as to all federal, state, and local Laws and Regulations that may affect cost, progress, and performance of the Work.

E. Contractor has carefully studied all: (1) reports of explorations and tests of subsurface conditions at or contiguous to the Site and all drawings of physical conditions relating to existing surface or subsurface structures at the Site (except Underground Facilities), if any, that have been identified in Paragraph SC-4.02 of the Supplementary Conditions as containing reliable "technical data," and (2) reports and drawings of Hazardous Environmental Conditions, if any, at the Site that have been identified in Paragraph SC-4.06 of the Supplementary Conditions as containing reliable "technical data."

F. Contractor has considered the information known to Contractor; information commonly known to contractors doing business in the locality of the Site; information and observations obtained from visits to the Site; the Contract Documents; and the Site-
related reports and drawings identified in the Contract Documents, with respect to the effect of such information, observations, and documents on (1) the cost, progress, and performance of the Work; (2) the means, methods, techniques, sequences, and procedures of construction to be employed by Contractor, including any specific means, methods, techniques, sequences, and procedures of construction expressly required by the Contract Documents; and (3) Contractor’s safety precautions and programs.

G. Based on the information and observations referred to in Paragraph 8.01.E above, Contractor does not consider that further examinations, investigations, explorations, tests, studies, or data are necessary for the performance of the Work at the Contract Price, within the Contract Times, and in accordance with the other terms and conditions of the Contract Documents.

H. Contractor is aware of the general nature of work to be performed by Owner and others at the Site that relates to the Work as indicated in the Contract Documents.

I. Contractor has given Engineer written notice of all conflicts, errors, ambiguities, or discrepancies that Contractor has discovered in the Contract Documents, and the written resolution thereof by Engineer is acceptable to Contractor.

J. The Contract Documents are generally sufficient to indicate and convey understanding of all terms and conditions for performance and furnishing of the Work.

ARTICLE 8 - CONTRACT DOCUMENTS

8.01 Contents

K. The Contract Documents consist of the following:

1. This Contract.
2. Performance bond.
3. Payment bond.
4. General Conditions.
5. Specifications.
6. Drawings.
7. Addenda.
8. Contractor’s Bid.
10. Progress Schedule
11. Notice to Proceed
12. Work Change Directives.

13. Change Orders.

L. The Contract Documents may only be amended, modified, or supplemented as provided in the General Conditions.

ARTICLE 7 – MISCELLANEOUS

7.01 Terms

A. Terms used in this Agreement will have the meanings stated in the General Conditions and the Supplementary Conditions.

7.02 Assignment of Contract

A. No assignment by a party hereto of any rights under or interests in the Contract will be binding on another party hereto without the written consent of the party sought to be bound; and, specifically but without limitation, moneys that may become due and moneys that are due may not be assigned without such consent (except to the extent that the effect of this restriction may be limited by law), and unless specifically stated to the contrary in any written consent to an assignment, no assignment will release or discharge the assignor from any duty or responsibility under the Contract Documents.

7.03 Successors and Assigns

A. Owner and Contractor each binds itself, its partners, successors, assigns, and legal representatives to the other party hereto, its partners, successors, assigns, and legal representatives in respect to all covenants, agreements, and obligations contained in the Contract Documents.

7.04 Severability

A. Any provision or part of the Contract Documents held to be void or unenforceable under any Law or Regulation shall be deemed stricken, and all remaining provisions shall continue to be valid and binding upon Owner and Contractor, who agree that the Contract Documents shall be reformed to replace such stricken provision or part thereof with a valid and enforceable provision that comes as close as possible to expressing the intention of the stricken provision.

7.05 Contractor’s Certifications

A. Contractor certifies that it has not engaged in corrupt, fraudulent, collusive, or coercive practices in competing for or in executing the Contract.

1. “corrupt practice” means the offering, giving, receiving, or soliciting of any thing of value likely to influence the action of a public official in the bidding process or in the Contract execution;
2. “fraudulent practice” means an intentional misrepresentation of facts made (a) to influence the bidding process or the execution of the Contract to the detriment of Owner, (b) to establish Bid or Contract prices at artificial non-competitive levels, or (c) to deprive Owner of the benefits of free and open competition;

3. “collusive practice” means a scheme or arrangement between two or more Bidders, with or without the knowledge of Owner, a purpose of which is to establish Bid prices at artificial, non-competitive levels; and

4. “coercive practice” means harming or threatening to harm, directly or indirectly, persons or their property to influence their participation in the bidding process or affect the execution of the Contract.

IN WITNESS WHEREOF, Owner and Contractor have signed this Agreement. Counterparts have been delivered to Owner and Contractor. All portions of the Contract Documents have been signed or have been identified by Owner and Contractor or on their behalf.

This Agreement will be effective on _____ (which is the Effective Date of the Agreement).

OWNER:

Manistee County Road Commission

By: __________________________
Title: Manager

Attest: __________________________
Title: __________________________

Address for giving notices:
8946 Chippewa Hwy
Bear Lake, MI 49614

(If Owner is a corporation, attach evidence of authority to sign. If Owner is a public body, attach evidence of authority to sign and resolution or other documents authorizing execution of this Agreement.)

CONTRACTOR

By: __________________________
Title: __________________________

Attest: __________________________
Title: __________________________

Address for giving notices:

License No.: __________________________

(Where applicable)

Agent for service of process:
PERFORMANCE BOND

CONTRACTOR (name and address): 

SURETY (name and address of principal place of business):

OWNER (name and address):
Manistee County Road Commission
8946 Chippewa Highway
Bear Lake, MI 49614

CONSTRUCTION CONTRACT
Effective Date of the Agreement:
Amount:
Description (name and location):

Rehabilitation of Glovers Lake Rd from M-22 Easterly 2.76 miles including HMA base crushing and shaping, aggregate base, guardrail, HMA paving, permanent signs and pavt markings per plans and specifications.

BOND
Bond Number:
Date (not earlier than the Effective Date of the Agreement of the Construction Contract):
Amount:
Modifications to this Bond Form: ☐ None ☐ See Paragraph 16

Surety and Contractor, intending to be legally bound hereby, subject to the terms set forth below, do each cause this Performance Bond to be duly executed by an authorized officer, agent, or representative.

CONTRACTOR AS PRINCIPAL

(attach power of attorney)

SURETY

By: ____________________________
Signature

Print Name
Title
Attest: _________________________
Signature
Title

By: ____________________________
Signature (attach power of attorney)

Print Name
Title
Attest: _________________________
Signature
Title
1. The Contractor and Surety, jointly and severally, bind themselves, their heirs, executors, administrators, successors, and assigns to the Owner for the performance of the Construction Contract, which is incorporated herein by reference.

2. If the Contractor performs the Construction Contract, the Surety and the Contractor shall have no obligation under this Bond, except when applicable to participate in a conference as provided in Paragraph 3.

3. If there is no Owner Default under the Construction Contract, the Surety’s obligation under this Bond shall arise after:
   3.1 The Owner first provides notice to the Contractor and the Surety that the Owner is considering declaring a Contractor Default. Such notice shall indicate whether the Owner is requesting a conference among the Owner, Contractor, and Surety to discuss the Contractor’s performance. If the Owner does not request a conference, the Surety may, within five (5) business days after receipt of the Owner’s notice, request such a conference. If the Owner timely requests a conference, the Owner shall attend. Unless the Owner agrees otherwise, any conference requested under this Paragraph 3.1 shall be held within ten (10) business days of the Surety’s receipt of the Owner’s notice. If the Owner, the Contractor, and the Surety agree, the Contractor shall be allowed a reasonable time to perform the Construction Contract, but such an agreement shall not waive the Owner’s right, if any, subsequently to declare a Contractor Default;
   3.2 The Owner declares a Contractor Default, terminates the Construction Contract and notifies the Surety; and
   3.3 The Owner has agreed to pay the Balance of the Contract Price in accordance with the terms of the Construction Contract to the Surety or to a contractor selected to perform the Construction Contract.

4. Failure on the part of the Owner to comply with the notice requirement in Paragraph 3.1 shall not constitute a failure to comply with a condition precedent to the Surety’s obligations, or release the Surety from its obligations, except to the extent the Surety demonstrates actual prejudice.

5. When the Owner has satisfied the conditions of Paragraph 3, the Surety shall promptly and at the Surety’s expense take one of the following actions:
   5.1 Arrange for the Contractor, with the consent of the Owner, to perform and complete the Construction Contract;
   5.2 Undertake to perform and complete the Construction Contract itself, through its agents or independent contractors;
   5.3 Obtain bids or negotiated proposals from qualified contractors acceptable to the Owner for a contract for performance and completion of the Construction Contract, arrange for a contract to be prepared for execution by the Owner and a contractor selected with the Owners concurrence, to be secured with performance and payment bonds executed by a qualified surety equivalent to the bonds issued on the Construction Contract, and pay to the Owner the amount of damages as described in Paragraph 7 in excess of the Balance of the Contract Price incurred by the Owner as a result of the Contractor Default; or
   5.4 Waive its right to perform and complete, arrange for completion, or obtain a new contractor, and with reasonable promptness under the circumstances:
      5.4.1 After investigation, determine the amount for which it may be liable to the Owner and, as soon as practicable after the amount is determined, make payment to the Owner; or
      5.4.2 Deny liability in whole or in part and notify the Owner, citing the reasons for denial.

6. If the Surety does not proceed as provided in Paragraph 5 with reasonable promptness, the Surety shall be deemed to be in default on this Bond seven days after receipt of an additional written notice from the Owner to the Surety demanding that the Surety perform its obligations under this Bond, and the Owner shall be entitled to enforce any remedy available to the Owner. If the Surety proceeds as provided in Paragraph 5.4, and the Owner refuses the payment or the Surety has denied liability, in whole or in part, without further notice the Owner shall be entitled to enforce any remedy available to the Owner.

7. If the Surety elects to act under Paragraph 5.1, 5.2, or 5.3, then the responsibilities of the Surety to the Owner shall not be greater than those of the Contractor under the Construction Contract, and the responsibilities of the Owner to the Surety shall not be greater than those of the Owner under the Construction Contract. Subject to the commitment by the Owner to pay the Balance of the Contract Price, the Surety is obligated, without duplication for:
   7.1 the responsibilities of the Contractor for correction of defective work and completion of the Construction Contract;
   7.2 additional legal, design professional, and delay costs resulting from the Contractor’s Default, and resulting from the actions or failure to act of the Surety under Paragraph 5; and
   7.3 liquidated damages, or if no liquidated damages are specified in the Construction Contract, actual damages caused by delayed performance or non-performance of the Contractor.

8. If the Surety elects to act under Paragraph 5.1, 5.3, or 5.4, the Surety’s liability is limited to the amount of this Bond.

9. The Surety shall not be liable to the Owner or others for obligations of the Contractor that are unrelated to the Construction Contract, and the Balance of the Contract Price shall not be reduced or set off on account of any such unrelated obligations. No right of action shall accrue on this Bond to any person or entity other than the Owner or its heirs, executors, administrators, successors, and assigns.

10. The Surety hereby waives notice of any change, including changes of time, to the Construction Contract or to related subcontracts, purchase orders, and other obligations.

11. Any proceeding, legal or equitable, under this Bond may be instituted in any court of competent jurisdiction in the location in which the work or part of the work is located and shall be instituted within two years after a declaration of Contractor Default or within
two years after the Contractor ceased working or within two years after the Surety refuses or fails to perform its obligations under this Bond, whichever occurs first. If the provisions of this paragraph are void or prohibited by law, the minimum periods of limitations available to sureties as a defense in the jurisdiction of the suit shall be applicable.

12. Notice to the Surety, the Owner, or the Contractor shall be mailed or delivered to the address shown on the page on which their signature appears.

13. When this Bond has been furnished to comply with a statutory or other legal requirement in the location where the construction was to be performed, any provision in this Bond conflicting with said statutory or legal requirement shall be deemed deleted herefrom and provisions conforming to such statutory or other legal requirement shall be deemed incorporated herein. When so furnished, the intent is that this Bond shall be construed as a statutory bond and not as a common law bond.

14. Definitions

14.1 Balance of the Contract Price: The total amount payable by the Owner to the Contractor under the Construction Contract after all proper adjustments have been made including allowance for the Contractor for any amounts received or to be received by the Owner in settlement of insurance or other claims for damages to which the Contractor is entitled, reduced by all valid and proper payments made to or on behalf of the Contractor under the Construction Contract.

14.2 Construction Contract: The agreement between the Owner and Contractor identified on the cover page, including all Contract Documents and changes made to the agreement and the Contract Documents.

14.3 Contractor Default: Failure of the Contractor, which has not been remedied or waived, to perform or otherwise to comply with a material term of the Construction Contract.

14.4 Owner Default: Failure of the Owner, which has not been remedied or waived, to pay the Contractor as required under the Construction Contract or to perform and complete or comply with the other material terms of the Construction Contract.

14.5 Contract Documents: All the documents that comprise the agreement between the Owner and Contractor.

15. If this Bond is issued for an agreement between a contractor and subcontractor, the term Contractor in this Bond shall be deemed to be Subcontractor and the term Owner shall be deemed to be Contractor.

16. Modifications to this Bond are as follows:
PAYMENT BOND

CONTRACTOR (name and address):

SURETY (name and address of principal place of business):

OWNER (name and address):
Manistee County Road Commission
8946 Chippewa Highway
Bear Lake, MI 49614

CONSTRUCTION CONTRACT
Effective Date of the Agreement:
Amount:
Description (name and location): Rehabilitation of Glovers Lake Rd from M-22 Easterly 2.76 miles including HMA base crushing and shaping, aggregate base, guardrail, HMA paving, permanent signs and pavt markings per plans and specifications.

BOND
Bond Number:
Date (not earlier than the Effective Date of the Agreement of the Construction Contract):
Amount:
Modifications to this Bond Form: ☐ None ☐ See Paragraph 18

Surety and Contractor, intending to be legally bound hereby, subject to the terms set forth below, do each cause this Payment Bond to be duly executed by an authorized officer, agent, or representative.

CONTRACTOR AS PRINCIPAL

Contractor’s Name and Corporate Seal (seal)

By: ________________________________
Signature

Print Name

Title

Attest: ________________________________
Signature

Title

SURETY

Surety’s Name and Corporate Seal (seal)

By: ________________________________
Signature (attach power of attorney)

Print Name

Title

Attest: ________________________________
Signature

Title
1. The Contractor and Surety, jointly and severally, bind themselves, their heirs, executors, administrators, successors, and assigns to the Owner to pay for labor, materials, and equipment furnished for use in the performance of the Construction Contract, which is incorporated herein by reference, subject to the following terms.

2. If the Contractor promptly makes payment of all sums due to Claimants, and defends, indemnifies, and holds harmless the Owner from claims, demands, liens, or suits by any person or entity seeking payment for labor, materials, or equipment furnished for use in the performance of the Construction Contract, then the Surety and the Contractor shall have no obligation under this Bond.

3. If there is no Owner Default under the Construction Contract, the Surety’s obligation to the Owner under this Bond shall arise after the Owner has promptly notified the Contractor and the Surety (at the address described in Paragraph 13) of claims, demands, liens, or suits against the Owner or the Owner’s property by any person or entity seeking payment for labor, materials, or equipment furnished for use in the performance of the Construction Contract, and tendered defense of such claims, demands, liens, or suits to the Contractor and the Surety.

4. When the Owner has satisfied the conditions in Paragraph 3, the Surety shall promptly and at the Surety’s expense defend, indemnify, and hold harmless the Owner against a duly tendered claim, demand, lien, or suit.

5. The Surety’s obligations to a Claimant under this Bond shall arise after the following:

   5.1 Claimants who do not have a direct contract with the Contractor,

   5.1.1 have furnished a written notice of non-payment to the Contractor, stating with substantial accuracy the amount claimed and the name of the party to whom the materials were, or equipment was, furnished or supplied or for whom the labor was done or performed, within ninety (90) days after having last performed labor or last furnished materials or equipment included in the Claim; and

   5.1.2 have sent a Claim to the Surety (at the address described in Paragraph 13).

   5.2 Claimants who are employed by or have a direct contract with the Contractor have sent a Claim to the Surety (at the address described in Paragraph 13).

6. If a notice of non-payment required by Paragraph 5.1.1 is given by the Owner to the Contractor, that is sufficient to satisfy a Claimant’s obligation to furnish a written notice of non-payment under Paragraph 5.1.1.

7. When a Claimant has satisfied the conditions of Paragraph 5.1 or 5.2, whichever is applicable, the Surety shall promptly and at the Surety’s expense take the following actions:

   7.1 Send an answer to the Claimant, with a copy to the Owner, within sixty (60) days after receipt of the Claim, stating the amounts that are undisputed and the basis for challenging any amounts that are disputed; and

   7.2 Pay or arrange for payment of any undisputed amounts.

   7.3 The Surety’s failure to discharge its obligations under Paragraph 7.1 or 7.2 shall not be deemed to constitute a waiver of defenses the Surety or Contractor may have or acquire as to a Claim, except as to undisputed amounts for which the Surety and Claimant have reached agreement. If, however, the Surety fails to discharge its obligations under Paragraph 7.1 or 7.2, the Surety shall indemnify the Claimant for the reasonable attorney’s fees the Claimant incurs thereafter to recover any sums found to be due and owing to the Claimant.

8. The Surety’s total obligation shall not exceed the amount of this Bond, plus the amount of reasonable attorney’s fees provided under Paragraph 7.3, and the amount of this Bond shall be credited for any payments made in good faith by the Surety.

9. Amounts owed by the Owner to the Contractor under the Construction Contract shall be used for the performance of the Construction Contract and to satisfy claims, if any, under any construction performance bond. By the Contractor furnishing and the Owner accepting this Bond, they agree that all funds earned by the Contractor in the performance of the Construction Contract are dedicated to satisfy obligations of the Contractor and Surety under this Bond, subject to the Owner’s priority to use the funds for the completion of the work.

10. The Surety shall not be liable to the Owner, Claimants, or others for obligations of the Contractor that are unrelated to the Construction Contract. The Owner shall not be liable for the payment of any costs or expenses of any Claimant under this Bond, and shall have under this Bond no obligation to make payments to or give notice on behalf of Claimants, or otherwise have any obligations to Claimants under this Bond.

11. The Surety hereby waives notice of any change, including changes of time, to the Construction Contract or to related subcontracts, purchase orders, and other obligations.

12. No suit or action shall be commenced by a Claimant under this Bond other than in a court of competent jurisdiction in the state in which the project that is the subject of the Construction Contract is located or after the expiration of one year from the date (1) on which the Claimant sent a Claim to the Surety pursuant to Paragraph 5.1.2 or 5.2, or
(2) on which the last labor or service was performed by anyone or the last materials or equipment were furnished by anyone under the Construction Contract, whichever of (1) or (2) first occurs. If the provisions of this paragraph are void or prohibited by law, the minimum period of limitation available to sureties as a defense in the jurisdiction of the suit shall be applicable.

13. Notice and Claims to the Surety, the Owner, or the Contractor shall be mailed or delivered to the address shown on the page on which their signature appears. Actual receipt of notice or Claims, however accomplished, shall be sufficient compliance as of the date received.

14. When this Bond has been furnished to comply with a statutory or other legal requirement in the location where the construction was to be performed, any provision in this Bond conflicting with said statutory or legal requirement shall be deemed deleted herefrom and provisions conforming to such statutory or other legal requirement shall be deemed incorporated herein. When so furnished, the intent is that this Bond shall be construed as a statutory bond and not as a common law bond.

15. Upon requests by any person or entity appearing to be a potential beneficiary of this Bond, the Contractor and Owner shall promptly furnish a copy of this Bond or shall permit a copy to be made.

16. Definitions

16.1 Claim: A written statement by the Claimant including at a minimum:

1. The name of the Claimant;
2. The name of the person for whom the labor was done, or materials or equipment furnished;
3. A copy of the agreement or purchase order pursuant to which labor, materials, or equipment was furnished for use in the performance of the Construction Contract;
4. A brief description of the labor, materials, or equipment furnished;
5. The date on which the Claimant last performed labor or last furnished materials or equipment for use in the performance of the Construction Contract;
6. The total amount earned by the Claimant for labor, materials, or equipment furnished as of the date of the Claim;
7. The total amount of previous payments received by the Claimant; and
8. The total amount due and unpaid to the Claimant for labor, materials, or equipment furnished as of the date of the Claim.

16.2 Claimant: An individual or entity having a direct contract with the Contractor or with a subcontractor of the Contractor to furnish labor, materials, or equipment for use in the performance of the Construction Contract. The term Claimant also includes any individual or entity that has rightfully asserted a claim under an applicable mechanic’s lien or similar statute against the real property upon which the Project is located. The intent of this Bond shall be to include without limitation in the terms of “labor, materials, or equipment” that part of the water, gas, power, light, heat, oil, gasoline, telephone service, or rental equipment used in the Construction Contract, architectural and engineering services required for performance of the work of the Contractor and the Contractor’s subcontractors, and all other items for which a mechanic’s lien may be asserted in the jurisdiction where the labor, materials, or equipment were furnished.

16.3 Construction Contract: The agreement between the Owner and Contractor identified on the cover page, including all Contract Documents and all changes made to the agreement and the Contract Documents.

16.4 Owner Default: Failure of the Owner, which has not been remedied or waived, to pay the Contractor as required under the Construction Contract or to perform and complete or comply with the other material terms of the Construction Contract.

16.5 Contract Documents: All the documents that comprise the agreement between the Owner and Contractor.

17. If this Bond is issued for an agreement between a contractor and subcontractor, the term Contractor in this Bond shall be deemed to be Subcontractor and the term Owner shall be deemed to be Contractor.

18. Modifications to this Bond are as follows:
NOTICE TO BIDDERS

CERTIFIED PAYROLLS

Federal Prevailing Wage
Certified payrolls covering the contractor’s and subcontractor’s work forces shall be submitted to the engineer on federally funded projects as set forth in Title 29 of the Code of Federal Regulations, Part 3 (29 CFR 3), except these requirements shall not apply to any contract of $2,000 or less, local force account projects, projects located on roadways classified as local or rural minor collectors, or projects located off the federal-aid highway system. Certified payrolls may be submitted in any form desired provided that all information requested on form WH-347 is included, and the statement of compliance has an original signature. The department has adopted a policy that requires only the last four digits of the employee’s social security number to be reported on the certified payroll. Form WH-347 is available on the MDOT forms website.

State Prevailing Wage
Certified payrolls covering the contractor’s and subcontractor’s work forces shall be submitted to the engineer on all state funded projects as set forth in the Michigan Prevailing Wage Law, Public Act 166 of 1965, except on contracts involving two or more projects and job numbers where the type of funding is mixed, and where one source of funding is federal, the department puts only the wage rates issued by the U.S. Department of Labor in the proposal and the federal requirements apply to all work. The same payroll information is required on state funded projects as is required on federally funded projects, except only the last four digits of the employee’s social security number are required to be reported.

Certified Payroll Submittal Requirements – Federal and State Prevailing Wage
Subcontractors and all lower tier subcontractors shall submit their certified payrolls to the prime contractor. The prime contractor will review all certified payrolls prior to submission to the engineer. The review will ensure the certified payroll complies with submittal requirements as set forth in the current written MDOT procedure for prevailing wage compliance oversight. The prime contractor will complete the Contractor Certified Payroll Report Form 1955 and submit to the engineer along with the certified payrolls on a weekly basis. Form 1955 is available on the MDOT forms website.
NOTICE TO BIDDERS
LABOR COMPLIANCE

Each prime contractor and all tiers of subcontractors shall comply with all labor compliance provisions in the contract and as specified in the current written MDOT procedure for prevailing wage compliance oversight. The prime contractor shall take responsibility for subcontractor and lower tier subcontractor labor compliance.

Prime contractors and all tiers of subcontractors are required to pay no less than the wage rates and fringe benefits required by federal or state law, as applicable. The rates of wages and fringe benefits to be paid to each class of construction laborers and mechanics (each employee covered by the prevailing wage requirements) by the prime contractor and by all tiers of subcontractors, shall not be less than the total combination of the wage and fringe benefit rates in the attached wage schedule(s) for the locality in which the work is to be performed. This notice shall be included in every subcontract and every subcontractor shall require that this notice be included in each succeeding tier of subcontracts.

Every prime contractor shall keep posted on the construction site, in a conspicuous place, a copy of all prevailing wage and fringe benefit rates included in the contract.

The prime contractor and every subcontractor shall actively pursue resolution of contract labor compliance issues and attend all contract labor compliance meetings and hearings. The prime contractor and subcontractor shall submit all department requested documentation within the time frame the department specifies in the written notice. All labor compliance issues are to be resolved within 60 days after receiving the department’s first written notice. The department and the contractor can mutually agree in writing to extend this 60 day requirement.

The prime contractor and every subcontractor shall keep an accurate record indicating the name and classification and the actual wages and benefits paid to each employee in connection with the contract. This record shall be available for inspection by the department or its representative. The prime contractor and subcontractor must permit the department or its representative to interview employees during working hours on the project and they must advise employees that they must cooperate with department representatives during wage rate interviews.

The prime contractor is responsible for advising all subcontractors of the requirement to pay the prevailing rate prior to commencement of work and that all employees must cooperate during wage rate interviews.

Each subcontractor is liable for the payment of the prevailing rates to its employees.

The prime contractor is liable for the payment of the prevailing rates to its employees. The prime contractor is also liable for payment of prevailing rates that are not paid by their subcontractors.

A violation of state and/or federal prevailing wage laws may result in the debarment of a contractor from being awarded a contract or subcontract for the provision of goods and services to the State of Michigan for a period of up to eight (8) years. Furthermore, other actions, including, but not limited to reconciliation of records, and restitution of employees, included in state and federal laws, may be required of the contractor/subcontractor.
REQUIREMENTS OF
THE PREVAILING WAGES ON STATE PROJECTS ACT, PUBLIC ACT 166 OF 1965

The State of Michigan determines prevailing rates pursuant to the Prevailing Wages on State Projects Act, Public Act 166 of 1965, as amended. The purpose of establishing prevailing rates is to provide minimum rates of pay that must be paid to workers on construction projects for which the state or a school district is the contracting agent and which is financed or financially supported by the state. By law, prevailing rates are compiled from the rates contained in collectively bargained agreements which cover the locations of the state projects. The official prevailing rate schedule provides an hourly rate which includes wage and fringe benefit totals for designated construction mechanic classifications. The overtime rates also include wage and fringe benefit totals. Please pay special attention to the overtime and premium pay requirements. Prevailing wage is satisfied when wages plus fringe benefits paid to a worker are equal to or greater than the required rate.

State of Michigan responsibilities under the law:

• The department establishes the prevailing rate for each classification of construction mechanic requested by a contracting agent prior to contracts being let out for bid on a state project.

Contracting agent responsibilities under the law:

• If a contract is not awarded or construction does not start within 90 days of the date of the issuance of rates, a re-determination of rates must be requested by the contracting agent.
• Rates for classifications needed but not provided on the Prevailing Rate Schedule, must be obtained prior to contracts being let out for bid on a state project.
• The contracting agent, by written notice to the contractor and the sureties of the contractor known to the contracting agent, may terminate the contractor's right to proceed with that part of the contract, for which less than the prevailing rates have been or will be paid, and may proceed to complete the contract by separate agreement with another contractor or otherwise, and the original contractor and his sureties shall be liable to the contracting agent for any excess costs occasioned thereby.

Contractor responsibilities under the law:

• Every contractor and subcontractor shall keep posted on the construction site, in a conspicuous place, a copy of all prevailing rates prescribed in a contract.
• Every contractor and subcontractor shall keep an accurate record showing the name and occupation of and the actual wages and benefits paid to each construction mechanic employed by him in connection including certified payroll, as used in the industry, with said contract. This record shall be available for reasonable inspection by the contracting agent or the department.
• Each contractor or subcontractor is separately liable for the payment of the prevailing rate to its employees.
• The prime contractor is responsible for advising all subcontractors of the requirement to pay the prevailing rate prior to commencement of work.
• The prime contractor is secondarily liable for payment of prevailing rates that are not paid by a subcontractor.
• A construction mechanic shall only be paid the apprentice rate if registered with the United States Department of Labor, Bureau of Apprenticeship and Training and the rate is included in the contract.

Enforcement:
A person who has information of an alleged prevailing wage violation on a state project may file a complaint with the State of Michigan. The department will investigate and attempt to resolve the complaint informally. During the course of an investigation, if the requested records and posting certification are not made available in compliance with Section 5 of Act 166, the investigation will be concluded and a referral to the Office of Attorney General for civil action will be made. The Office of Attorney General will pursue costs and fees associated with a lawsuit if filing is necessary to obtain records.
**General Information Regarding Fringe Benefits**

**Certain fringe benefits** may be credited toward the payment of the Prevailing Wage Rate:

- If a fringe benefit is paid directly to a construction mechanic
- If a fringe benefit contribution or payment is made on behalf of a construction mechanic
- If a fringe benefit, which may be provided to a construction mechanic, is pursuant to a written contract or policy
- If a fringe benefit is paid into a fund, for a construction mechanic

When a fringe benefit is not paid by an hourly rate, the hourly credit will be calculated based on the annual value of the fringe benefit divided by 2080 hours per year (52 weeks @ 40 hours per week).

The following is an example of the types of fringe benefits allowed and how an hourly credit is calculated:

<table>
<thead>
<tr>
<th>Fringe Benefit</th>
<th>Calculation</th>
<th>Hourly Credit</th>
</tr>
</thead>
<tbody>
<tr>
<td>Vacation</td>
<td>40 hours × $14.00 per hour = $560/2080 =</td>
<td>$0.27</td>
</tr>
<tr>
<td>Dental insurance</td>
<td>$31.07 monthly premium × 12 mos. = $372.84/2080 =</td>
<td>$0.18</td>
</tr>
<tr>
<td>Vision insurance</td>
<td>$5.38 monthly premium × 12 mos. = $64.56/2080 =</td>
<td>$0.03</td>
</tr>
<tr>
<td>Health insurance</td>
<td>$230.00 monthly premium × 12 mos. = $2,760.00/2080</td>
<td>$1.33</td>
</tr>
<tr>
<td>Life insurance</td>
<td>$27.04 monthly premium × 12 mos. = $324.48/2080 =</td>
<td>$0.16</td>
</tr>
<tr>
<td>Tuition</td>
<td>$500.00 annual cost/2080 =</td>
<td>$0.24</td>
</tr>
<tr>
<td>Bonus</td>
<td>4 quarterly bonus/year × $250 = $1000.00/2080 =</td>
<td>$0.48</td>
</tr>
<tr>
<td>401k Employer Contribution</td>
<td>$2000.00 total annual contribution/2080 =</td>
<td>$0.96</td>
</tr>
</tbody>
</table>

**Total Hourly Credit**

$3.65

Other examples of the types of fringe benefits allowed:

- Sick pay
- Holiday pay
- Accidental Death & Dismemberment insurance premiums

The following are examples of items that **will not** be credited toward the payment of the Prevailing Wage Rate:

- Legally required payments, such as:
  - Unemployment Insurance payments
  - Workers’ Compensation Insurance payments
  - FICA (Social Security contributions, Medicare contributions)

- Reimbursable expenses, such as:
  - Clothing allowance or reimbursement
  - Uniform allowance or reimbursement
  - Gas allowance or reimbursement
  - Travel time or payment
  - Meals or lodging allowance or reimbursement
  - Per diem allowance or payment

- Other payments to or on behalf of a construction mechanic that are not wages or fringe benefits, such as:
  - Industry advancement funds
  - Financial or material loans
### OPERATING ENGINEERS CLASSIFICATION DESCRIPTIONS

<table>
<thead>
<tr>
<th>Class I</th>
<th>Description</th>
</tr>
</thead>
<tbody>
<tr>
<td>Asphalt Paver (self-propelled)</td>
<td>Paver Operator (5 bags or more)</td>
</tr>
<tr>
<td>Asphalt Planer (self-propelled)</td>
<td>Pump Operator (6&quot; discharge or over, gas, diesel powered, or generator of 300 amp or larger)</td>
</tr>
<tr>
<td>Asphalt Plant Operator</td>
<td>Pile Driving Operator</td>
</tr>
<tr>
<td>Auto-Grader</td>
<td>Roto Mill</td>
</tr>
<tr>
<td>Blade Grader Operator</td>
<td>Roller Operator (Asphalt)</td>
</tr>
<tr>
<td>Batch Plant (concrete-central mix)</td>
<td>Self-Propelled or Tractor Drawn Scraper</td>
</tr>
<tr>
<td>Backhoe (with over 3/8 yard bucket)</td>
<td>Slurry Machine (asphalt)</td>
</tr>
<tr>
<td>Bulldozer Operator</td>
<td>Side Boom Tractor (type D-4, equivalent or larger)</td>
</tr>
<tr>
<td>Concrete Pump 3&quot; and over</td>
<td>Tractor Operator</td>
</tr>
<tr>
<td>Conveyor Loader Operator (euclid type)</td>
<td>Trenching Machine Operator Tube</td>
</tr>
<tr>
<td>Crane Operator</td>
<td>Finisher (slip form paving) Farm</td>
</tr>
<tr>
<td>Dragline Operator</td>
<td>type tractor with attached pan</td>
</tr>
<tr>
<td>Elevating Grader Operator</td>
<td>Shoveling or Gravel Distributing Machine Operator (self-propelled)</td>
</tr>
<tr>
<td>End-loader Operator (1 yard capacity or over)</td>
<td>Shovel Operator</td>
</tr>
<tr>
<td>Slip Form Paver</td>
<td>Side Boom Tractor (type D-4 or equivalent or larger)</td>
</tr>
<tr>
<td>Finishing Machine Operator (asphalt)</td>
<td>Tractor Operator</td>
</tr>
<tr>
<td>Gradall Operator (and similar type machines)</td>
<td>Trenching Machine Operator Tube</td>
</tr>
<tr>
<td>Hoisting Engineer</td>
<td>Finisher (slip form paving) Farm</td>
</tr>
<tr>
<td>Hydro demolisher (water blaster)</td>
<td>type tractor with attached pan</td>
</tr>
<tr>
<td>Locomotive Operator</td>
<td>Slurry Machine (asphalt)</td>
</tr>
<tr>
<td>Mechanic</td>
<td>Side Boom Tractor (type D-4 or equivalent or larger)</td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>Class II</th>
<th>Description</th>
</tr>
</thead>
<tbody>
<tr>
<td>Sweeper (wayne type &amp; similar equipment)</td>
<td>Backhoe (with 3/8 yard bucket or less)</td>
</tr>
<tr>
<td>Screening Plant Operator</td>
<td>Side Boom Tractor</td>
</tr>
<tr>
<td>Washing Plant Operator</td>
<td>(smaller than D-4 type or equivalent)</td>
</tr>
<tr>
<td>Crusher Operator</td>
<td>Batch Plant (concrete-dry mix)</td>
</tr>
<tr>
<td>Vacuum Truck Operator</td>
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</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>Class II</th>
<th>Description</th>
</tr>
</thead>
<tbody>
<tr>
<td>Grease Truck</td>
<td></td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>Class III</th>
<th>Description</th>
</tr>
</thead>
<tbody>
<tr>
<td>Air Compressor Operator (600 cfm or more)</td>
<td>Stump Remover</td>
</tr>
<tr>
<td>Air Compressor (2 or more, less than 600 cfm)</td>
<td>Fireman</td>
</tr>
<tr>
<td>Concrete Breaker</td>
<td>Mechanic's Helper</td>
</tr>
<tr>
<td>Tractor Operator (farm type with attachments)</td>
<td>Trencher (service)</td>
</tr>
<tr>
<td>Wagon Drill Operator</td>
<td>Flexplane Operator</td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>Class IV</th>
<th>Description</th>
</tr>
</thead>
<tbody>
<tr>
<td>Boiler Fireman</td>
<td>Cleftplane Operator</td>
</tr>
<tr>
<td>Oiler</td>
<td></td>
</tr>
<tr>
<td>End-loader Operator (under 1 yard capacity)</td>
<td></td>
</tr>
<tr>
<td>Roller Operator (other than asphalt)</td>
<td></td>
</tr>
<tr>
<td>Curing Equipment Operator (self-propelled)</td>
<td></td>
</tr>
<tr>
<td>Concrete Saw Operator (Over 40 HP)</td>
<td></td>
</tr>
<tr>
<td>Power Bin Operator</td>
<td></td>
</tr>
<tr>
<td>Plant Drier Operator (asphalt)</td>
<td></td>
</tr>
<tr>
<td>Vibratory Compaction Equipment (6' wide or over)</td>
<td></td>
</tr>
<tr>
<td>Guard Post Driver Operator</td>
<td></td>
</tr>
<tr>
<td>All Mulching Equipment</td>
<td></td>
</tr>
<tr>
<td>Boom or Winch Hoist Truck Operator</td>
<td></td>
</tr>
<tr>
<td>End Dumps</td>
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</tbody>
</table>

<table>
<thead>
<tr>
<th>Class III</th>
<th>Description</th>
</tr>
</thead>
<tbody>
<tr>
<td>Air Compressor Operator (600 cfm or more)</td>
<td></td>
</tr>
<tr>
<td>Air Compressor (2 or more, less than 600 cfm)</td>
<td></td>
</tr>
<tr>
<td>Concrete Breaker</td>
<td></td>
</tr>
<tr>
<td>Tractor Operator (farm type with attachments)</td>
<td></td>
</tr>
<tr>
<td>Wagon Drill Operator</td>
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</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>Class IV</th>
<th>Description</th>
</tr>
</thead>
<tbody>
<tr>
<td>Stump Remover</td>
<td></td>
</tr>
<tr>
<td>Fireman</td>
<td></td>
</tr>
<tr>
<td>Mechanic's Helper</td>
<td></td>
</tr>
<tr>
<td>Trencher (service)</td>
<td></td>
</tr>
<tr>
<td>Flexplane Operator</td>
<td></td>
</tr>
<tr>
<td>Cleftplane Operator</td>
<td></td>
</tr>
<tr>
<td>Grader Operator Self-propelled Fine-Grade or Form (concrete) Finishing</td>
<td></td>
</tr>
<tr>
<td>Machine Operator (concrete) Concrete</td>
<td></td>
</tr>
<tr>
<td>Pump (under 3&quot;)</td>
<td></td>
</tr>
<tr>
<td>Farm Type Tractor Operator</td>
<td></td>
</tr>
<tr>
<td>Mesh Installer (self-propelled)</td>
<td></td>
</tr>
</tbody>
</table>
### LABORERS CLASSIFICATION DESCRIPTIONS

**Class 1**
- Asphalt Shoveler or Loader, Asphalt Raker Tender, Asphalt Plant Misc., Railroad Track and Trestle Laborer, Burlap Man, Carpenter's Tender, Top Man, Yard Man, Guard Rail Builder's Tender, Earth Retention Barrier and Wall and Mechanically Stabilized Earthen Wall Installers Tender, Highway and Median Barrier Installer's Tender (including Sound, Retaining and Crash Barrier), Fence Erector's Tender, Dumper (wagon, truck, etc.) Joint Filling Labor, Misc., Unskilled Labor, Sprinkler Labor, Form Setting Labor, Form Stripper, Pavement Reinforcing, Handling and Placing (e.g. wire mesh, steel mats, dowel bars, etc.) Mason's or Bricklayer's Tender on Manholes, Manhole Builder, Headwalls, etc., Waterproofing (other than buildings), Seal Coating and Slurry Mix, Shoring, Underpinning, Bridge Painting, etc. (spray, roller and brush) Sandblasting, Pressure Grouting, and Bridge Pin and Hanger Removal, Material Recycling Laborer, Horizontal Paver (brick, concrete, clay, stone and asphalt) Ground Stabilization and Modification Laborer, Grouting, Waterblasting, Sign Installer and remote control operated equipment.

**Class 2**
- Mix Operator (less than 5 sacks), Air or Electric Tool Operator (jack hammer, etc.), Spreader, Boxman (asphalt, stone, gravel, etc.), Concrete Paddler, Power Chain Saw Operator, Paving Batch Truck Dumper, Tunnel Mucker (highway work only), Concrete Saw Operator (under 40 H.P.), Dry Pack Machine and Roto-Mill Grounds Person.

**Class 3**
- Tunnel Miner (highway work only), Finishers Tender, Guard Rail Builder, Highway and Median Barrier Installer, Fence Erector, Bottom Man, Powder Man, Wagon Drill and Air Track Operators, Curb and Side Rail Setters' Tender, Diamond & Core Drills, Earth Retention Barriers, Walls and Mechanically Stabilized Earthen Wall Installer (including sound, retaining and crash barrier), grade checker and certified welder.

**Class 4**
- Asphalt Raker

**Class 5**
- Pipe Layers, Oxy-gun

**Class 6**
- Line-Form Setter for Curb or Pavement and asphalt screed checker/screw man on asphalt paving machines.

**Class 7**
- Concrete Specialist, finishing and troweling, of cast in place or precast concrete by any and all methods.
OVERTIME PROVISIONS FOR Road Builder PREVAILING WAGE RATE SCHEDULE

1. Overtime is represented as a nine character code. Each character represents a certain period of time after the first 8 hours Monday thru Friday.

<table>
<thead>
<tr>
<th></th>
<th>Monday thru Friday</th>
<th>Saturday</th>
<th>Sunday &amp; Holidays</th>
<th>Four 10s</th>
</tr>
</thead>
<tbody>
<tr>
<td>First 8 Hours</td>
<td></td>
<td>4</td>
<td></td>
<td></td>
</tr>
<tr>
<td>9th Hour</td>
<td>1</td>
<td>5</td>
<td>8</td>
<td>-</td>
</tr>
<tr>
<td>10th Hour</td>
<td>2</td>
<td>6</td>
<td>-</td>
<td>9</td>
</tr>
<tr>
<td>Over 10 hours</td>
<td>3</td>
<td>7</td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

Overtime for Monday thru Friday after 8 hours:
- the 1st character is for time worked in the 9th hour (8.1 - 9 hours)
- the 2nd character is for time worked in the 10th hour (9.1 - 10 hours)
- the 3rd character is for time worked beyond the 10th hour (10.1 and beyond)

Overtime on Saturday:
- the 4th character is for time worked in the first 8 hours on Saturday (0 - 8 hours)
- the 5th character is for time worked in the 9th hour on Saturday (8.1 - 9 hours)
- the 6th character is for time worked in the 10th hour (9.1 - 10 hours)
- the 7th character is for time worked beyond the 10th hour (10.01 and beyond)

Overtime on Sunday & Holidays
- the 8th character is for time worked on Sunday or on a holiday

4 Ten hour days @ Straight Time
The 9th character indicates if an optional 4-day 10-hour per day workweek can be worked between Monday and Friday without paying overtime after 8 hours worked. To utilize a 4 ten workweek, notice is required from the employer to employee prior to the start of work on the project.

2. Overtime Indicators Used in the Overtime Provision:
- H - means TIME AND ONE-HALF due
- D - means DOUBLE PAY due
- X means TIME AND ONE HALF due after 40 hours worked
- Y means YES an optional 4-day 10-hour per day workweek can be worked without paying overtime after 8 hours worked
- N - means NO optional 4-day 10-hour per day workweek can be worked without paying overtime after 8 hours worked

3. EXAMPLES:
HHHHHHDDY - This example shows that the 1½ rate must be used for time worked after 8 hours Monday thru Friday (characters 1 - 3) and for all hours worked on Saturday, (characters 4 - 6), except hours worked after 10 hours on Saturday (7th character). Work done after 10 hours must be paid at the double time rate. Work done on Sunday or holidays must be paid double time (character 8). The Y (character 9) indicates that 4 ten-hour days is an acceptable alternative workweek at regular pay.

HHHHHHHHY means that the 1½ rate must be used for time worked after 8 hours worked Monday thru Friday (characters 1 - 3); and for any hours worked on Saturdays, Sundays or holidays (characters 4-8). The Y (character 9) indicates that 4 ten-hour days is an acceptable alternative workweek at regular pay.

XXHHXXHDY this example allows 4 ten hour days Monday thru Saturday to be worked. Hours worked beyond ten Monday thru Saturday OR hours worked after 40 hours in one week must be paid at time and one half. Sunday or holiday hours must be paid at double.
Official 2014 Prevailing Wage Rate Schedule
for Parking Lot, Road, Highway, Bridge and Airport Construction

Issue Date: 7/29/2014
Contract must be awarded by: 10/27/2014

<table>
<thead>
<tr>
<th>Construction Mechanic Classification</th>
<th>Straight Time Rate</th>
<th>Time and One Half Rate</th>
<th>Double Time Rate</th>
<th>Overtime Code</th>
</tr>
</thead>
<tbody>
<tr>
<td>Bridge Painter</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Bridge Painter (under 30 feet)</td>
<td>BPT1011</td>
<td>WAGE $24.00 $36.00 $48.00</td>
<td>H H H H H H H D N</td>
<td></td>
</tr>
<tr>
<td></td>
<td>8/6/2013</td>
<td>FRINGE $10.59 $10.59 $10.59</td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

Apprentice Rates:

1st 1,000 hours
- WAGE $14.40 $21.60 $28.80
- FRINGE $10.59 $10.59 $10.59

2nd 1,000 hours
- WAGE $15.60 $23.40 $31.20
- FRINGE $10.59 $10.59 $10.59

3rd 1,000 hours
- WAGE $16.80 $25.20 $33.60
- FRINGE $10.59 $10.59 $10.59

4th 1,000 hours
- WAGE $18.00 $27.00 $36.00
- FRINGE $10.59 $10.59 $10.59

5th 1,000 hours
- WAGE $19.20 $28.80 $38.40
- FRINGE $10.59 $10.59 $10.59

6th 1,000 hours
- WAGE $20.40 $30.60 $40.80
- FRINGE $10.59 $10.59 $10.59

7th 1,000 hours
- WAGE $21.60 $32.40 $43.20
- FRINGE $10.59 $10.59 $10.59

8th 1,000 hours
- WAGE $22.80 $34.20 $45.60
- FRINGE $10.59 $10.59 $10.59

Entire Upper Peninsula
Entire Upper Peninsula
### Official 2014 Prevailing Wage Rate Schedule
for Parking Lot, Road, Highway, Bridge and Airport Construction

**Issue Date:** 7/29/2014  
**Contract must be awarded by:** 10/27/2014

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<table>
<thead>
<tr>
<th>Construction Mechanic Classification</th>
<th>Straight Time Rate</th>
<th>Time and One Half Time Rate</th>
<th>Double Time Rate</th>
<th>Overtime Code</th>
</tr>
</thead>
<tbody>
<tr>
<td><strong>CARPENTERS</strong></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td><strong>CARPENTERS ZONE 1</strong></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>RBCZ1</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td><strong>WAGE</strong></td>
<td>$28.09</td>
<td>$42.14</td>
<td></td>
<td>X X H X X X H H Y</td>
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<td><strong>FRINGE</strong></td>
<td>$24.41</td>
<td>$32.96</td>
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<tr>
<td>6/5/2013</td>
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<td></td>
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<tr>
<td><strong>Apprentice Rates:</strong></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td><strong>1ST 6 MONTHS</strong></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td><strong>WAGE</strong></td>
<td>$12.36</td>
<td>$18.63</td>
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<td></td>
</tr>
<tr>
<td><strong>FRINGE</strong></td>
<td>$14.84</td>
<td>$18.61</td>
<td></td>
<td></td>
</tr>
<tr>
<td><strong>2ND 6 MONTHS</strong></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td><strong>WAGE</strong></td>
<td>$15.45</td>
<td>$23.30</td>
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<td></td>
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<tr>
<td><strong>FRINGE</strong></td>
<td>$16.72</td>
<td>$21.43</td>
<td></td>
<td></td>
</tr>
<tr>
<td><strong>YEAR 2</strong></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td><strong>WAGE</strong></td>
<td>$18.26</td>
<td>$27.52</td>
<td></td>
<td></td>
</tr>
<tr>
<td><strong>FRINGE</strong></td>
<td>$18.43</td>
<td>$23.99</td>
<td></td>
<td></td>
</tr>
<tr>
<td><strong>YEAR 3</strong></td>
<td></td>
<td></td>
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</tr>
<tr>
<td><strong>WAGE</strong></td>
<td>$21.07</td>
<td>$31.76</td>
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<tr>
<td><strong>FRINGE</strong></td>
<td>$20.14</td>
<td>$26.56</td>
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<td></td>
</tr>
<tr>
<td><strong>YEAR 4</strong></td>
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<td></td>
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<td></td>
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<tr>
<td><strong>WAGE</strong></td>
<td>$23.88</td>
<td>$36.00</td>
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<tr>
<td><strong>FRINGE</strong></td>
<td>$21.85</td>
<td>$29.12</td>
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<tr>
<td><strong>CARPENTERS ZONE 1</strong></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Wayne, Oakland, Macomb, Sanilac, St. Clair, Monroe and the following townships of Livingston County Brighton, Deerfield, Genoa, Hartland, Osceola and Tyrone</td>
<td>comment For all hours worked on Memorial Day, July 4, Labor Day, Thanksgiving Day, Christmas Day and New Years Day, double time is due</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td><strong>CARPENTERS ZONE 2</strong></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>RBCZ2</td>
<td></td>
<td></td>
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<td></td>
</tr>
<tr>
<td><strong>WAGE</strong></td>
<td>$25.34</td>
<td>$38.01</td>
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<td>X X H X X X H H Y</td>
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<tr>
<td><strong>FRINGE</strong></td>
<td>$17.47</td>
<td>$17.47</td>
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</tr>
<tr>
<td>6/5/2013</td>
<td></td>
<td></td>
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<td></td>
</tr>
<tr>
<td><strong>Apprentice Rates:</strong></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td><strong>1ST YEAR</strong></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td><strong>WAGE</strong></td>
<td>$15.20</td>
<td>$22.80</td>
<td></td>
<td></td>
</tr>
<tr>
<td><strong>FRINGE</strong></td>
<td>$17.47</td>
<td>$17.47</td>
<td></td>
<td></td>
</tr>
<tr>
<td><strong>2ND YEAR</strong></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td><strong>WAGE</strong></td>
<td>$17.74</td>
<td>$26.61</td>
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<tr>
<td><strong>FRINGE</strong></td>
<td>$17.47</td>
<td>$17.47</td>
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</tr>
<tr>
<td><strong>3RD YEAR</strong></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td><strong>WAGE</strong></td>
<td>$20.27</td>
<td>$30.40</td>
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<tr>
<td><strong>FRINGE</strong></td>
<td>$17.47</td>
<td>$17.47</td>
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<tr>
<td><strong>4TH YEAR</strong></td>
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<tr>
<td><strong>WAGE</strong></td>
<td>$21.54</td>
<td>$32.31</td>
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<tr>
<td><strong>FRINGE</strong></td>
<td>$17.47</td>
<td>$17.47</td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

**CARPENTERS ZONE 2**
The entire state except those counties and townships listed in Zone 1

---

**Official Request #: 160**  
**Requestor:** MDOT  
**Project Description:** Road Repair & Reconstruction

**Official Rate Schedule**

Every contractor and subcontractor shall keep posted on the construction site, in a conspicuous place, a copy of all prevailing wage and fringe benefit rates prescribed in a contract.
### Official 2014 Prevailing Wage Rate Schedule
for Parking Lot, Road, Highway, Bridge and Airport Construction

**Issue Date:** 7/29/2014  
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<table>
<thead>
<tr>
<th>Construction Mechanic Classification</th>
<th>Straight Time Rate</th>
<th>Time and One Half Rate</th>
<th>Double Time Rate</th>
<th>Overtime Code</th>
</tr>
</thead>
<tbody>
<tr>
<td><strong>CEMENT MASONS</strong></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>CEMENT MASONS ZONE 1</td>
<td>RBCMZ1</td>
<td>Wage</td>
<td>Fringe</td>
<td></td>
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<tr>
<td></td>
<td>6/5/2013</td>
<td>$29.34</td>
<td>$44.01</td>
<td>X X H H H H H H Y</td>
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<tr>
<td></td>
<td></td>
<td>$12.39</td>
<td>$12.39</td>
<td></td>
</tr>
</tbody>
</table>

**Apprentice Rates:**

- **1ST YEAR**  
  - **WAGE:** $16.86  
  - **FRINGE:** $12.39

- **2ND YEAR**  
  - **WAGE:** $20.99  
  - **FRINGE:** $12.39

- **3RD YEAR**  
  - **WAGE:** $25.13  
  - **FRINGE:** $12.39

**CEMENT MASONS ZONE 2**

- **All counties not listed in Zone 1**

**Apprentice Rates:**

- **1ST YEAR**  
  - **WAGE:** $16.03  
  - **FRINGE:** $12.39

- **2ND YEAR**  
  - **WAGE:** $19.98  
  - **FRINGE:** $12.39

- **3RD YEAR**  
  - **WAGE:** $23.95  
  - **FRINGE:** $12.39

**Comment:** OT not required on 4 tens worked Monday thru Saturday

---

**Official Rate Schedule**

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#### for Parking Lot, Road, Highway, Bridge and Airport Construction

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<tr>
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<th>Double Time Rate</th>
<th>Overtime Code</th>
</tr>
</thead>
</table>

**Electrician**

Roadway Electrical Work  
EC-17  
8/6/2013  
WAGE: $35.85  
FRINGE: $14.68  

**Apprentice Rates:**

<table>
<thead>
<tr>
<th>1st 6 months</th>
<th>WAGE: $21.51</th>
<th>FRINGE: $10.81</th>
</tr>
</thead>
<tbody>
<tr>
<td>2nd 6 months</td>
<td>WAGE: $23.30</td>
<td>FRINGE: $11.29</td>
</tr>
<tr>
<td>3rd 6 months</td>
<td>WAGE: $25.10</td>
<td>FRINGE: $11.78</td>
</tr>
<tr>
<td>4th 6 months</td>
<td>WAGE: $26.89</td>
<td>FRINGE: $12.26</td>
</tr>
<tr>
<td>5th 6 months</td>
<td>WAGE: $28.68</td>
<td>FRINGE: $12.75</td>
</tr>
<tr>
<td>6th 6 months</td>
<td>WAGE: $32.26</td>
<td>FRINGE: $13.71</td>
</tr>
</tbody>
</table>

**Statewide**

Make up day allowed comment  
4 10s allowed M-Th; F make up day

**IRONWORKER**

Metal Fence & Guard Rail  
IR-55-MF  
8/1/2013  
WAGE: $19.40  
FRINGE: $18.52  

**Apprentice Rates:**

| 1st year | WAGE: $10.67 | FRINGE: $7.52 |
| 2nd year | WAGE: $13.58 | FRINGE: $18.52 |
| 3rd year | WAGE: $15.52 | FRINGE: $18.52 |
| 4th year | WAGE: $17.46 | FRINGE: $18.52 |

Lenawee  
Monroe

Make up day allowed comment  
Four Tens allowed M-Th.  
Friday make-up day allowed if M-Th schedule not worked due to weather conditions or holiday.

---

**Official Request #: 160**  
Requestor: MDOT  
Project Description: Road Repair & Reconstruction

---

**Official Rate Schedule**

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<thead>
<tr>
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<th>Double Time Rate</th>
<th>Overtime Code</th>
</tr>
</thead>
<tbody>
<tr>
<td><strong>IRONWORKERS</strong></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>IRONWORKERS ZONE 1: Fence, sound barrier and guardrail</td>
<td>$24.00</td>
<td>$36.00</td>
<td>$48.00</td>
<td>X X H X X X H D Y</td>
</tr>
<tr>
<td>4/2/2013</td>
<td>$9.15</td>
<td>$9.15</td>
<td>$9.15</td>
<td></td>
</tr>
</tbody>
</table>

**Apprentice Rates:**

- 60%  
  - WAGE: $14.40  
  - FRINGE: $8.35
- 65%  
  - WAGE: $15.60  
  - FRINGE: $8.45
- 70%  
  - WAGE: $16.80  
  - FRINGE: $8.56
- 75%  
  - WAGE: $18.00  
  - FRINGE: $8.65
- 80%  
  - WAGE: $19.20  
  - FRINGE: $8.75
- 85%  
  - WAGE: $20.40  
  - FRINGE: $8.85

IRONWORKERS ZONE 1  
Genesee, Oakland, Macomb, Washtenaw and Wayne Counties

---

**Make up day allowed comment**  
Four 10 hour work days may be worked Monday-Saturday.

---

**Official Request #:** 160  
**Requestor:** MDOT  
**Project Description:** Road Repair & Reconstruction

---

**Official Rate Schedule**

Every contractor and subcontractor shall keep posted on the construction site, in a conspicuous place, a copy of all prevailing wage and fringe benefit rates prescribed in a contract.
<table>
<thead>
<tr>
<th>Construction Mechanic Classification</th>
<th>Straight Time Rate</th>
<th>Time and One Half Rate</th>
<th>Double Time Rate</th>
<th>Overtime Code</th>
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</thead>
<tbody>
<tr>
<td>IRONWORKERS ZONE 2: Fence, RBIRZ2</td>
<td>$20.00</td>
<td>$30.00</td>
<td>$40.00</td>
<td>X X H X X X H D Y</td>
</tr>
<tr>
<td>sound barrier and guardrail</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>erection/installation work, and</td>
<td>$9.15</td>
<td>$9.15</td>
<td>$9.15</td>
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<td>exterior signage work.</td>
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Apprentice Rates:

<table>
<thead>
<tr>
<th>%</th>
<th>WAGE</th>
<th>FRINGE</th>
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<td>60%</td>
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<td>65%</td>
<td>$13.00</td>
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<td>85%</td>
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IRONWORKERS ZONE 2
The entire state except those counties listed in Zone 1: Genesee, Oakland, Macomb, Monroe, Washtenaw and Wayne and Lenawee

Make up day allowed comment
Four 10 hour work days may be worked Monday-Saturday.

LABORERS

<table>
<thead>
<tr>
<th>LABORERS CLASS 1 ZONE 1</th>
<th>RBLABC1Z1</th>
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<th>FRINGE</th>
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</tr>
<tr>
<td>3001-4000 WORK HOURS</td>
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<td>$15.46</td>
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LABORERS ZONE 1
Genesee, Macomb, Monroe, Oakland, Washtenaw and Wayne

Official Request #: 160
Requestor: MDOT
Project Description: Road Repair & Reconstruction

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<td>LABORERS CLASS 1 ZONE 3 &amp; 4</td>
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**Apprentice Rates:**

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<tr>
<td>3001-4000 WORK HOURS</td>
<td>$18.95</td>
<td>$28.42</td>
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**LABORERS ZONE 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

**LABORERS ZONE 3**

Alcona, Alpena, 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

**LABORERS ZONE 4**

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

Official Request #: 160
Requestor: MDOT
Project Description: Road Repair & Reconstruction

Official Rate Schedule

Every contractor and subcontractor shall keep posted on the construction site, in a conspicuous place, a copy of all prevailing wage and fringe benefit rates prescribed in a contract.
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for Parking Lot, Road, Highway, Bridge and Airport Construction

**Issue Date:** 7/29/2014  
**Contract must be awarded by:** 10/27/2014

<table>
<thead>
<tr>
<th>Construction Mechanic Classification</th>
<th>Straight Time Rate</th>
<th>Time and One Half Rate</th>
<th>Double Time Rate</th>
<th>Overtime Code</th>
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<tbody>
<tr>
<td>LABORERS CLASS 2 ZONE 1</td>
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<tr>
<td>RBLABC2Z1</td>
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<td>$32.90</td>
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<tr>
<td>6/13/2013</td>
<td>$15.46</td>
<td>$16.86</td>
<td></td>
<td></td>
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</tbody>
</table>

**Apprentice Rates:**

- **0-1000 WORK HOURS**
  - WAGE: $16.45, $24.68
  - FRINGE: $15.46, $16.86

- **1001-2000 WORK HOURS**
  - WAGE: $17.54, $26.31
  - FRINGE: $15.46, $16.86

- **2001-3000 WORK HOURS**
  - WAGE: $18.64, $27.96
  - FRINGE: $15.46, $16.86

- **3001-4000 WORK HOURS**
  - WAGE: $20.83, $31.24
  - FRINGE: $15.46, $16.86

**LABORERS ZONE 1**
Genesee, Macomb, Monroe, Oakland, Washtenaw and Wayne

| LABORERS CLASS 2 ZONE 2              |                    |                        |                  |              |
|--------------------------------------|--------------------|------------------------|                  |              |
| RBLABC2Z2                            | $20.15             | $30.23                 |                  | X X X X X X X H Y |
| 6/13/2013                            | $15.26             | $16.59                 |                  |              |

**Apprentice Rates:**

- **0-1000 WORK HOURS**
  - WAGE: $15.11, $22.66
  - FRINGE: $15.26, $16.59

- **1001-2000 WORK HOURS**
  - WAGE: $16.12, $24.18
  - FRINGE: $15.26, $16.59

- **2001-3000 WORK HOURS**
  - WAGE: $17.13, $25.70
  - FRINGE: $15.26, $16.59

- **3001-4000 WORK HOURS**
  - WAGE: $19.14, $28.71
  - FRINGE: $15.26, $16.59

**LABORERS ZONE 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

---

**Official Request #:** 160  
**Requestor:** MDOT  
**Project Description:** Road Repair & Reconstruction

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<th>Time and One Half Rate</th>
<th>Double Time Rate</th>
<th>Overtime Code</th>
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<td>LABORERS CLASS 2 ZONES 3 &amp; 4</td>
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<tr>
<td>Apprentice Rates:</td>
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<tr>
<td>0-1000 WORK HOURS</td>
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<td>1001-2000 WORK HOURS</td>
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<td>2001-3000 WORK HOURS</td>
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<td>$24.75</td>
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<td>LABORERS ZONE 4</td>
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<td>LABORERS CLASS 3 ZONE 1</td>
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<td>2001-3000 WORK HOURS</td>
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<tr>
<td>3001-4000 WORK HOURS</td>
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<td>$31.50</td>
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LABORERS ZONE 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

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

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Requestor: MDOT
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Official 2014 Prevailing Wage Rate Schedule for Parking Lot, Road, Highway, Bridge and Airport Construction

Issue Date: 7/29/2014
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Official Rate Schedule

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<table>
<thead>
<tr>
<th>Construction Mechanic Classification</th>
<th>Rate</th>
<th>Rate</th>
<th>Rate</th>
<th>Rate</th>
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<td>LABORERS CLASS 3 ZONE 2</td>
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<tr>
<td>LABORERS CLASS 3 ZONES 3 &amp; 4</td>
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<td>LABORERS ZONE 4</td>
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<table>
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<th>Time and One Half Rate</th>
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<th>Overtime Code</th>
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<td>$18.72</td>
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Apprentice Rates:

| 0-1000 WORK HOURS | WAGE | $15.29 | $22.94 |
| 1001-2000 WORK HOURS | WAGE | $16.31 | $24.46 |
| 2001-3000 WORK HOURS | WAGE | $17.33 | $26.00 |
| 3001-4000 WORK HOURS | WAGE | $18.72 | $28.08 |

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## Official 2014 Prevailing Wage Rate Schedule

for Parking Lot, Road, Highway, Bridge and Airport Construction

**Issue Date:** 7/29/2014  
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### LABORERS CLASS 4 ZONE 1

<table>
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<tr>
<th>Classification</th>
<th>Wage Rate</th>
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<tbody>
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<td>6/13/2013</td>
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**Apprentice Rates:**

- **0-1000 WORK HOURS**
  - Wage: $16.64  
  - Fringe: $15.46
- **1001-2000 WORK HOURS**
  - Wage: $17.75  
  - Fringe: $15.46
- **2001-3000 WORK HOURS**
  - Wage: $18.86  
  - Fringe: $15.46
- **3001-4000 WORK HOURS**
  - Wage: $21.08  
  - Fringe: $15.46

**Zone 1:** Genesee, Macomb, Monroe, Oakland, Washtenaw and Wayne

### LABORERS CLASS 4 ZONE 2

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</table>

**Apprentice Rates:**

- **0-1000 WORK HOURS**
  - Wage: $15.56  
  - Fringe: $15.26
- **1001-2000 WORK HOURS**
  - Wage: $16.59  
  - Fringe: $15.26
- **2001-3000 WORK HOURS**
  - Wage: $17.63  
  - Fringe: $15.26
- **3001-4000 WORK HOURS**
  - Wage: $19.70  
  - Fringe: $15.26

**Zone 2:** Allegan, Barry, Berrien, Branch, Calhoun, Cass, Clinton, Eaton, Genesee, Hillsdale, Huron, Ingham, Jackson, Kalamazoo, Lapeer, Lenawee, Livingston, Midland, Muskegon, Saginaw, Sanilac, Shiawassee, St. Clair, St. Joseph, Tuscola, and Van Buren

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<th>Time and One Half Rate</th>
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### Apprentice Rates:

- **0-1000 WORK HOURS**
  - WAGE: $15.10, $22.65
  - FRINGE: $15.26, $16.59
- **1001-2000 WORK HOURS**
  - WAGE: $16.11, $24.16
  - FRINGE: $15.26, $16.59
- **2001-3000 WORK HOURS**
  - WAGE: $17.12, $25.68
  - FRINGE: $15.26, $16.59
- **3001-4000 WORK HOURS**
  - WAGE: $19.13, $28.70
  - FRINGE: $15.26, $16.59

LABORERS ZONE 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

LABORERS ZONE 4

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

LABORERS ZONE 1

Genesee, Macomb, Monroe, Oakland, Washtenaw and Wayne

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#### Page 13 of 22

**Construction Mechanic Classification**  

<table>
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<th>Construction Mechanic Classification</th>
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<td></td>
<td>RBLABC5Z2</td>
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<td>FRINGE</td>
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<td>$19.45</td>
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</table>

**Apprentice Rates:**

- **0-1000 WORK HOURS**
  - WAGE: $15.46, $23.19
  - FRINGE: $15.26, $16.59

- **1001-2000 WORK HOURS**
  - WAGE: $16.49, $24.74
  - FRINGE: $15.26, $16.59

- **2001-3000 WORK HOURS**
  - WAGE: $17.52, $26.28
  - FRINGE: $15.26, $16.59

- **3001-4000 WORK HOURS**
  - WAGE: $19.58, $29.37
  - FRINGE: $15.26, $16.59

**LABORERS CLASS 5 ZONES 3 & 4**  

<table>
<thead>
<tr>
<th>Construction Mechanic Classification</th>
<th>Straight Time Rate</th>
<th>Time and One Half Rate</th>
<th>Double Time Rate</th>
<th>Overtime Code</th>
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<tbody>
<tr>
<td></td>
<td>RBLABC5Z3</td>
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<tr>
<td>WAGE</td>
<td>$19.76</td>
<td>$29.64</td>
<td>$35.52</td>
<td>X X X X X X X Y</td>
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<tr>
<td>6/13/2013</td>
<td></td>
<td></td>
<td></td>
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<tr>
<td>FRINGE</td>
<td>$15.26</td>
<td>$16.59</td>
<td>$19.45</td>
<td></td>
</tr>
</tbody>
</table>

**Apprentice Rates:**

- **0-1000 WORK HOURS**
  - WAGE: $14.82, $22.23
  - FRINGE: $15.26, $16.59

- **1001-2000 WORK HOURS**
  - WAGE: $15.81, $23.72
  - FRINGE: $15.26, $16.59

- **2001-3000 WORK HOURS**
  - WAGE: $16.80, $25.20
  - FRINGE: $15.26, $16.59

- **3001-4000 WORK HOURS**
  - WAGE: $18.77, $28.16
  - FRINGE: $15.26, $16.59

**LABORERS ZONE 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

**LABORERS ZONE 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

**LABORERS ZONE 4**

Alger, Baraga, Chippewa, Delta, Dickinson, Gogebic, Houghton, Iron, Keweenaw, Luce, Mackinac, Marquette, Menominee, Ontonagon and Schoolcraft
# Official 2014 Prevailing Wage Rate Schedule
for Parking Lot, Road, Highway, Bridge and Airport Construction

**Issue Date:** 7/29/2014  
**Contract must be awarded by:** 10/27/2014

**Page 14 of 22**

<table>
<thead>
<tr>
<th>Construction Mechanic Classification</th>
<th>Straight Time Rate</th>
<th>Time and One Half Rate</th>
<th>Double Time Rate</th>
<th>Overtime Code</th>
</tr>
</thead>
<tbody>
<tr>
<td>LABORERS CLASS 6 ZONE 1</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>RBLABC6Z1</td>
<td>WAGE $22.70</td>
<td>$34.05</td>
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<td>X X X X X X X H Y</td>
</tr>
<tr>
<td>6/13/2013</td>
<td>FRINGE $15.46</td>
<td>$16.86</td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

**Apprentice Rates:**

- **0-1000 WORK HOURS**
  - WAGE $17.02 $25.53
  - FRINGE $15.46 $16.86

- **1001-2000 WORK HOURS**
  - WAGE $18.16 $27.24
  - FRINGE $15.46 $16.86

- **2001-3000 WORK HOURS**
  - WAGE $19.29 $28.94
  - FRINGE $15.46 $16.86

- **3001-4000 WORK HOURS**
  - WAGE $21.56 $32.34
  - FRINGE $15.46 $16.86

**LABORERS ZONE 1**
Genesee, Macomb, Monroe, Oakland, Washtenaw and Wayne

| LABORERS CLASS 6 ZONE 2              |                    |                        |                  |               |
| RBLABC6Z2                            | WAGE $20.95        | $31.43                 |                  | X X X X X X X H Y |
| 6/13/2013                            | FRINGE $15.26      | $16.59                 |                  |               |

**Apprentice Rates:**

- **0-1000 WORK HOURS**
  - WAGE $15.71 $23.56
  - FRINGE $15.26 $16.59

- **1001-2000 WORK HOURS**
  - WAGE $16.76 $25.14
  - FRINGE $15.26 $16.59

- **2001-3000 WORK HOURS**
  - WAGE $17.81 $26.72
  - FRINGE $15.26 $16.59

- **3001-4000 WORK HOURS**
  - WAGE $19.90 $29.85
  - FRINGE $15.26 $16.59

**LABORERS ZONE 2**
Allegan, Barry, Bay, Berrien, Branch, Calhoun, Cass, Clinton, Eaton, Grant, Hillsdale, Huron, Ingham, Jackson, Kalamazoo, Kalamazoo, Lapeer, Lenawee, Livingston, Midland, Muskegon, Saginaw, Sanilac, Shiawassee, St. Clair, St. Joseph, Tuscola, and Van Buren

---

**Official Request #: 160**  
**Requestor:** MDOT  
**Project Description:** Road Repair & Reconstruction

---

**Official Rate Schedule**

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<table>
<thead>
<tr>
<th>Construction Mechanic Classification</th>
<th>Straight Time Rate</th>
<th>One Half Time Rate</th>
<th>Double Time Rate</th>
<th>Overtime Code</th>
</tr>
</thead>
</table>

| LABORERS CLASS 6 ZONES 3 & 4 | RBLABC6Z3 | WAGE | $20.19 | $30.29 | X X X X X X X H Y |

Apprentice Rates:

<table>
<thead>
<tr>
<th>Work Hours</th>
<th>WAGE</th>
<th>$15.14</th>
<th>$22.71</th>
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</thead>
<tbody>
<tr>
<td></td>
<td>FRINGE</td>
<td>$15.26</td>
<td>$16.59</td>
</tr>
</tbody>
</table>

FRINGE | $15.26 | $16.59 |

6/13/2013

<table>
<thead>
<tr>
<th>LABORERS ZONE 3</th>
<th>LABORERS ZONE 4</th>
</tr>
</thead>
<tbody>
<tr>
<td>Algona, 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</td>
<td></td>
</tr>
<tr>
<td>Alger, Baraga, Chippewa, Delta, Dickinson, Gogebic, Houghton, Iron, Keweenaw, Luce, Mackinac, Marquette, Menominee, Ontonagon and Schoolcraft</td>
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</tbody>
</table>

<table>
<thead>
<tr>
<th>LABORERS CLASS 7 ZONES 2, 3, 4</th>
<th>RBLABC72</th>
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</thead>
<tbody>
<tr>
<td>WAGE</td>
<td>$23.52</td>
</tr>
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</table>

Apprentice Rates:

<table>
<thead>
<tr>
<th>Work Hours</th>
<th>WAGE</th>
<th>$17.64</th>
<th>$26.46</th>
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</thead>
<tbody>
<tr>
<td></td>
<td>FRINGE</td>
<td>$15.26</td>
<td>$16.59</td>
</tr>
</tbody>
</table>

FRINGE | $15.26 | $16.59 |

6/13/2013

<table>
<thead>
<tr>
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<tr>
<td>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</td>
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<tr>
<td>Algona, 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</td>
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<table>
<thead>
<tr>
<th>LABORERS ZONE 4</th>
</tr>
</thead>
<tbody>
<tr>
<td>Alger, Baraga, Chippewa, Delta, Dickinson, Gogebic, Houghton, Iron, Keweenaw, Luce, Mackinac, Marquette, Menominee, Ontonagon and Schoolcraft</td>
</tr>
</tbody>
</table>

Official Request #: 160
Requestor: MDOT
Project Description: Road Repair & Reconstruction

Official Rate Schedule
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<tr>
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<th>Overtime Code</th>
</tr>
</thead>
<tbody>
<tr>
<td>LABORERS CLASS 7 ZONE 1</td>
<td>RBLABC7Z1</td>
<td>WAGE</td>
<td>$23.77</td>
<td>$35.66</td>
</tr>
<tr>
<td>6/13/2013</td>
<td>FRINGE</td>
<td>$15.46</td>
<td>$16.86</td>
<td></td>
</tr>
</tbody>
</table>

Apprentice Rates:

0-1000 WORK HOURS
- WAGE $17.83 $26.74
- FRINGE $15.46 $16.86

10001-2000 WORK HOURS
- WAGE $19.02 $28.53
- FRINGE $15.46 $16.86

2001-3000 WORK HOURS
- WAGE $20.20 $30.30
- FRINGE $15.46 $16.86

3001-4000 WORK HOURS
- WAGE $22.58 $33.87
- FRINGE $15.46 $16.86

LABORERS ZONE 1
Genesee, Macomb, Monroe, Oakland, Washtenaw and Wayne

OPERATING ENGINEERS
OPERATING ENGINEERS CLASS I
RBOEC1Z1 | WAGE | $25.66 | $38.49 | H H H H H H H Y |
6/5/2013 | 6/5/2013 | FRINGE | $25.21 | $27.14 |

Apprentice Rates:

1ST 6 MONTHS
- WAGE $17.96 $26.94
- FRINGE $23.20 $24.55

2ND 6 MONTHS
- WAGE $19.24 $28.86
- FRINGE $23.40 $24.85

3RD 6 MONTHS
- WAGE $20.53 $30.80
- FRINGE $23.59 $25.13

4TH 6 MONTHS
- WAGE $21.81 $32.72
- FRINGE $23.78 $25.42

5TH 6 MONTHS
- WAGE $23.09 $34.64
- FRINGE $23.97 $25.70

6TH 6 MONTHS
- WAGE $24.38 $36.57
- FRINGE $24.17 $26.00

OPERATING ENGINEERS ZONE 1
Genesee, Oakland, Macomb, Monroe, Washtenaw and Wayne counties

OPERATING ENGINEERS ZONE 2
The entire state except those counties listed in Zone 1: Genesee, Oakland, Macomb, Monroe, Washtenaw and Wayne

Make up day allowed comment
4 tens allowed M-Th or T-F. If work cannot be performed due to weather during the M-Th schedule, Friday may be worked as a make-up day.

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<tr>
<th>Construction Mechanic Classification</th>
<th>Straight Time Rate</th>
<th>Time and One Half Rate</th>
<th>Double Time Rate</th>
<th>Overtime Code</th>
</tr>
</thead>
<tbody>
<tr>
<td>OPERATING ENGINEERS CLASS II ZONE 1</td>
<td>RBOEC2Z1</td>
<td>$19.81</td>
<td>$29.72</td>
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</table>

Make up day allowed comment: 4 tens allowed M-Th or T-F. If work cannot be performed due to weather during the M-Th schedule, Friday may be worked as a make-up day.

| OPERATING ENGINEERS GREASE TRUCK CLASS II ZONE 1 | RBOEC2Z1G       | $20.94 | $31.41 | H H H H H H H H Y |

Make up day allowed comment: 4 tens allowed M-Th or T-F. If work cannot be performed due to weather during the M-Th schedule, Friday may be worked as a make-up day.

| OPERATING ENGINEERS CLASS II ZONE 2 | RBOEC2Z2 | $19.68 | $29.52 | H H H H H H H H Y |
| Zone: The entire state except those counties listed in Zone 1: Genesee, Oakland, Macomb, Monroe, Washtenaw and Wayne | 6/12/2013 | 6/12/2013 | FRINGE | $24.31 | $25.79 |

Make up day allowed comment: 4 tens allowed M-Th or T-F. If work cannot be performed due to weather during the M-Th schedule, Friday may be worked as a make-up day.

| OPERATING ENGINEERS GREASE TRUCK CLASS 2 ZONE 2 | RBOEC2Z2G | $20.81 | $31.22 | H H H H H H H H Y |
| Zone: The entire state except those counties listed in Zone 1: Genesee, Oakland, Macomb, Monroe, Washtenaw and Wayne | T 6/12/2013 | 6/12/2013 | FRINGE | $24.48 | $26.04 |

Make up day allowed comment: 4 tens allowed M-Th or T-F. If work cannot be performed due to weather during the M-Th schedule, Friday may be worked as a make-up day.
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<table>
<thead>
<tr>
<th>Construction Mechanic Classification</th>
<th>Straight Time Rate</th>
<th>Time and One Half Rate</th>
<th>Double Time Rate</th>
<th>Overtime Code</th>
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<tbody>
<tr>
<td>OPERATING ENGINEERS CLASS III</td>
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<tr>
<td>ZONE 1</td>
<td>RBOEC3Z1</td>
<td>WAGE $19.32</td>
<td>$28.98</td>
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<td>6/12/2013</td>
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<tr>
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<td>6/12/2013</td>
<td>FRINGE $24.26</td>
<td>$25.71</td>
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<tr>
<td>OPERATING ENGINEERS ZONE 1</td>
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<td>Make up day allowed</td>
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<tr>
<td></td>
<td>Macomb, Monroe,</td>
<td>comment</td>
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</tr>
<tr>
<td></td>
<td>Washtenaw and</td>
<td>4 tens allowed M-Th or T-F. If work cannot be performed due to weather during the M-Th schedule, Friday may be worked as a make-up day.</td>
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<tr>
<td></td>
<td>Wayne counties</td>
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<tr>
<td>OPERATING ENGINEERS CLASS III</td>
<td>RBOEC3Z2</td>
<td>WAGE $19.19</td>
<td>$28.79</td>
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</tr>
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<tr>
<td></td>
<td>6/12/2013</td>
<td>FRINGE $24.24</td>
<td>$25.68</td>
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<tr>
<td>OPERATING ENGINEERS ZONE 2</td>
<td>The entire state</td>
<td>Make up day allowed</td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td>except those</td>
<td>comment</td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td>counties listed in Zone 1: Genesee, Oakland, Macomb, Monroe, Washtenaw and Wayne</td>
<td>4 tens allowed M-Th or T-F. If work cannot be performed due to weather during the M-Th schedule, Friday may be worked as a make-up day.</td>
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<tr>
<td>OPERATING ENGINEERS CLASS IV</td>
<td>RBOEC4Z1</td>
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<td></td>
<td>6/12/2013</td>
<td>FRINGE $24.24</td>
<td>$25.68</td>
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</tr>
<tr>
<td>OPERATING ENGINEERS ZONE 1</td>
<td>Genesee, Oakland,</td>
<td>Make up day allowed</td>
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<tr>
<td></td>
<td>Macomb, Monroe,</td>
<td>comment</td>
<td></td>
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</tr>
<tr>
<td></td>
<td>Washtenaw and</td>
<td>4 tens allowed M-Th or T-F. If work cannot be performed due to weather during the M-Th schedule, Friday may be worked as a make-up day.</td>
<td></td>
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<tr>
<td></td>
<td>Wayne counties</td>
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</tr>
<tr>
<td>OPERATING ENGINEERS CLASS IV</td>
<td>RBOEC4Z2</td>
<td>WAGE $18.91</td>
<td>$28.37</td>
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<td>6/12/2013</td>
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<tr>
<td></td>
<td>6/12/2013</td>
<td>FRINGE $24.20</td>
<td>$25.62</td>
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<td>Make up day allowed</td>
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<td></td>
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<tr>
<td></td>
<td>except those</td>
<td>comment</td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td>counties listed in Zone 1: Genesee, Oakland, Macomb, Monroe, Washtenaw and Wayne</td>
<td>4 tens allowed M-Th or T-F. If work cannot be performed due to weather during the M-Th schedule, Friday may be worked as a make-up day.</td>
<td></td>
<td></td>
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</tbody>
</table>

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### Straight Time and Double Time Rates

<table>
<thead>
<tr>
<th>Construction Mechanic Classification</th>
<th>Rate</th>
<th>Overtime Code</th>
</tr>
</thead>
<tbody>
<tr>
<td><strong>Pipe and Manhole Rehab</strong></td>
<td></td>
<td></td>
</tr>
<tr>
<td>General Laborer for rehab work or normal cleaning and CCTV work-top man, scaffold man, CCTV assistant, jetter-vac assistant</td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>Rate</th>
<th>Overtime Code</th>
</tr>
</thead>
<tbody>
<tr>
<td>$18.99</td>
<td>H H H H H H H H N</td>
</tr>
<tr>
<td>$28.49</td>
<td>H H H H H H H H N</td>
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<tr>
<td>$8.21</td>
<td>H H H H H H H H N</td>
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<tr>
<td>$8.21</td>
<td>H H H H H H H H N</td>
</tr>
</tbody>
</table>

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<table>
<thead>
<tr>
<th>Construction Mechanic Classification</th>
<th>Rate</th>
<th>Overtime Code</th>
</tr>
</thead>
<tbody>
<tr>
<td><strong>Statewide</strong></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Tap cutter/CCTV Tech/Grout Equipment Operator: unit driver and operator of CCTV; grouting equipment and tap cutting equipment</td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>Rate</th>
<th>Overtime Code</th>
</tr>
</thead>
<tbody>
<tr>
<td>$23.49</td>
<td>H H H H H H H H N</td>
</tr>
<tr>
<td>$35.24</td>
<td>H H H H H H H H N</td>
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<tr>
<td>$8.21</td>
<td>H H H H H H H H N</td>
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<tr>
<td>$8.21</td>
<td>H H H H H H H H N</td>
</tr>
</tbody>
</table>

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<table>
<thead>
<tr>
<th>Construction Mechanic Classification</th>
<th>Rate</th>
<th>Overtime Code</th>
</tr>
</thead>
<tbody>
<tr>
<td><strong>Statewide</strong></td>
<td></td>
<td></td>
</tr>
<tr>
<td>CCTV Technician/Combo Unit Operator: unit driver and operator of CCTV unit or combo unit in connection with normal cleaning and televising work</td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>Rate</th>
<th>Overtime Code</th>
</tr>
</thead>
<tbody>
<tr>
<td>$22.24</td>
<td>H H H H H H H H N</td>
</tr>
<tr>
<td>$33.36</td>
<td>H H H H H H H H N</td>
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<tr>
<td>$8.21</td>
<td>H H H H H H H H N</td>
</tr>
<tr>
<td>$8.21</td>
<td>H H H H H H H H N</td>
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<th>Straight Time Rate</th>
<th>Time and One Half Rate</th>
<th>Double Time Rate</th>
<th>Overtime Code</th>
</tr>
</thead>
<tbody>
<tr>
<td>Boiler Operator: unit driver and operator of steam/water heater units and all ancillary equipment associated</td>
<td>$23.99</td>
<td>$35.99</td>
<td></td>
<td>H H H H H H H H N</td>
</tr>
<tr>
<td>Combo Unit driver &amp; Jetter-Vac Operator</td>
<td>$23.99</td>
<td>$35.99</td>
<td></td>
<td>H H H H H H H H N</td>
</tr>
<tr>
<td>Pipe Bursting &amp; Slip-lining Equipment Operator</td>
<td>$24.99</td>
<td>$37.49</td>
<td></td>
<td>H H H H H H H H N</td>
</tr>
<tr>
<td>TRUCK DRIVERS ZONE 1 EUCLID TYPE EQUIPMENT</td>
<td>$25.15</td>
<td>$37.73</td>
<td></td>
<td>H H H H H H H H Y</td>
</tr>
<tr>
<td>TRUCK DRIVERS ZONE 1 Genesee, Oakland, Macomb, Monroe, Livingston, Washtenaw and Wayne</td>
<td>$25.15</td>
<td>$37.73</td>
<td></td>
<td>H H H H H H H H Y</td>
</tr>
</tbody>
</table>

Official Request #: 160
Requestor: MDOT
Project Description: Road Repair & Reconstruction

Official Rate Schedule
Every contractor and subcontractor shall keep posted on the construction site, in a conspicuous place, a copy of all prevailing wage and fringe benefit rates prescribed in a contract.
Official 2014 Prevailing Wage Rate Schedule
for Parking Lot, Road, Highway, Bridge and Airport Construction

Issue Date: 7/29/2014
Contract must be awarded by: 10/27/2014

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</tr>
</thead>
<tbody>
<tr>
<td>TRUCK DRIVERS ZONE 2  EUCLID TYPE EQUIPMENT</td>
<td>$25.05</td>
<td>$37.58</td>
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</tr>
<tr>
<td>TRUCK DRIVERS ZONE 1  8 YARD CAPACITY OR GREATER</td>
<td>$25.00</td>
<td>$37.50</td>
<td>H H H H H H H Y</td>
<td></td>
</tr>
<tr>
<td>TRUCK DRIVERS ZONE 2  8 YARD CAPACITY OR GREATER</td>
<td>$24.90</td>
<td>$37.35</td>
<td>H H H H H H H Y</td>
<td></td>
</tr>
<tr>
<td>TRUCK DRIVERS ZONE 1  ALL TRUCKS OF 8 CUBIC YARD CAPACITY OR LESS (except dump trucks of 8 cubic yard capacity or over, tandem axle trucks, transit mix and semis, euclid type equipment, double bottoms and low boys)</td>
<td>$24.90</td>
<td>$37.35</td>
<td>H H H H H H H Y</td>
<td></td>
</tr>
</tbody>
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</tr>
</thead>
<tbody>
<tr>
<td>TRUCK DRIVERS ZONE 2 8 CUBIC YARD CAPACITY OR LESS 8/8/2013</td>
<td>TD92 WAGE $24.80</td>
<td>$37.20</td>
<td>H H H H H H H Y</td>
<td></td>
</tr>
<tr>
<td>8/8/2013 FRINGE $17.02</td>
<td></td>
<td>$0.50</td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

(1) Except dump trucks of 8 cubic yard capacity or over, tandem axle trucks, transit mix and semis, euclid type equipment, double bottoms and low boys)

**TRUCK DRIVERS ZONE 2**
The entire state except those counties listed in Zone 1: Genesee, Oakland, Macomb, Monroe, Livingston, Washtenaw and Wayne

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**Official Rate Schedule**

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