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**WASHTENAW COUNTY
BOARD OF COUNTY ROAD COMMISSIONERS**
555 NORTH ZEEB ROAD
ANN ARBOR, MICHIGAN 48103
WWW.WCROADS.ORG

ROY D. TOWNSEND, P.E.
MANAGING DIRECTOR
SHERYL SODERHOLM SIDDALL, P.E.
DIRECTOR OF ENGINEERING
COUNTY HIGHWAY ENGINEER
JAMES D. HARMON, P.E.
DIRECTOR OF OPERATIONS
TELEPHONE (734) 761-1500
FAX (734) 761-3737

INVITATION TO BID

Sealed bids will be received at the Administration Building of the Washtenaw County Road Commission at their office, 555 North Zeeb Road, Ann Arbor, Michigan until 9:00 A.M. Thursday August 24, 2017, at which time they will be publicly opened and read for furnishing the following:

- PANAMA AVE. & PANAMA COURT IN SUPERIOR TOWNSHIP CDBG HOT MIX ASPHALT (HMA) AND CONCRETE ADA SIDEWALK UPGRADES PROGRAM

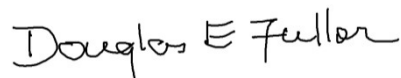
Approximately 654 tons of HMA mixture 5E1-TOP

Proposals, bid forms and other information are available at the office of the Road Commission at the above address.

BIDS MUST BE COMPLETED ON THE PROVIDED FORM AND SHALL BE SIGNED BY AN AUTHORIZED AGENT OF THE BIDDER AND SHALL BE SUBMITTED IN A SEALED ENVELOPE THAT IS PLAINLY MARKED ON THE OUTSIDE AS TO THE CONTENTS. BIDS FAILING TO MEET THIS REQUIREMENT WILL NOT BE CONSIDERED.

The Board reserves the right to reject any or all bids or any part of same; to waive irregularities and/or informalities and to make the award in part or entirety as may appear to be in the best interest of the County of Washtenaw.

BOARD OF COUNTY ROAD COMMISSIONERS
OF THE COUNTY OF WASHTENAW



Douglas E. Fuller
Chair

- **PANAMA AVE. & PANAMA COURT IN SUPERIOR TOWNSHIP**
CDBG HOT MIX ASPHALT (HMA) AND CONCRETE ADA
SIDEWALK UPGRADES PROGRAM

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- PANAMA AVE. & PANAMA COURT IN SUPERIOR TOWNSHIP CDBG HOT MIX ASPHALT (HMA) AND CONCRETE ADA SIDEWALK UPGRADES PROGRAM

INSTRUCTION TO BIDDERS:

Bids shall be legibly prepared with ink or typed. UNIT PRICES shall be entered in the "Unit Prices" column. Where a LUMP SUM bid is called for, it shall be entered only in the "Amounts" column. The unit prices as stated will govern in determining the correct total of the bid. If a unit price or a lump sum bid already entered by the Bidder on the bid form is to be altered, it shall be crossed out with ink, the new unit price or lump sum bid entered above or below it and initialed by the bidder, also with ink. Proposals with any unit price or lump sum bid prepared with pencil or omitted may be rejected. Failure to fill in the extensions and the total may invalidate the proposal.

The proposal must be properly signed and the address of the bidder given. If the bidder is a co-partnership, each member shall sign and a certificate of co-partnership shall accompany the Proposal or be on file in the office of the Board. A corporation shall execute the Proposal by its duly authorized officers, in accordance with its articles of incorporation and a certified copy of incorporation and authority for officers' signature shall accompany the Proposal or be on file in the office of the Board.

The Board of County Road Commissioners of the County of Washtenaw ("Board") reserves the right to reject any or all bids or any part of same; to waive irregularities and/or informalities and to make the award in part or entirety as may appear to be in the best interest of the County of Washtenaw.

Late Bids

Bids not received by the Bid Submittal Deadline are late. Late bids will remain unopened.

Any questions regarding this Invitation to Bid and the related specifications should be directed to Mike Bernbeck, Operations Engineer at the WCRC. Phone: (734) 761-1500, ext. 654 or by email at bernbeckm@wccroads.org.

The WCRC, in accordance with Title VI of the Civil Rights Act of 1964, 78 Stat. 252, 42 USC 2000d to 2000d-4 and Title 49, Code of Federal Regulations, Department of Federally-assisted programs of the Department of Transportation issued pursuant to such Act, hereby notifies all bidders that it will affirmatively insure that in any contract entered into pursuant to this advertisement, minority business enterprises will be afforded full opportunity to submit bids in response to this invitation and will not be discriminated against on the grounds of gender, disability, race, color, or national origin in consideration for an award.

Qualifications of Bidders

The name and legal status of bidder, that is, as a corporation, partnership or individual, shall be stated in the proposal. Anyone signing a proposal as an agent of another or others must submit with the proposal legal evidence of its authority to do so. The place of residence of each bidder, or the office address in the case of a firm or company, with county and state, must be given after its signature. Prospective bidders and their subcontractor shall conform to the Michigan Department of Transportation pre-qualification requirements. It is the intention of the Washtenaw County Road Commission to award this Contract to a CONTRACTOR fully capable, both financially and as regards experience, to perform and complete all work in a satisfactory manner. Evidence of such competency must be furnished, including a list of similar projects elsewhere, which the bidder has satisfactorily undertaken and completed. All bidders shall examine the plans and specifications and make a personal examination of the sites, transportation facilities and the like.

Contract Conditions

The submission of a bid shall be considered prima facie evidence that the bidder has made a thorough examination of the plans, specifications and work sites and is satisfied as to the conditions to be encountered in performing the work. No allowance or extra consideration on behalf of the CONTRACTOR will subsequently be allowed by reason of error or oversight on the part of the CONTRACTOR. All requirements and specifications as described in the Michigan Department of Transportation (MDOT) "2012 Standard Specifications for Construction" and "MDOT Road and Bridge Standard Plans", or as adopted by the Michigan Department of Transportation, shall be adhered to unless otherwise stated in the proposal.

Insurance/Bonds

The successful bidder will be required to execute two (2) bonds with surety acceptable to the Washtenaw County Road Commission as follows:

1. Performance Bond in the amount of 100% of the contract price running to the Washtenaw County Road Commission, Michigan.
2. Labor and Material Bond in the amount of 100% of the contract price running to the Washtenaw County Road Commission, Michigan.

The successful bidder will be required to furnish for each set of executed contract documents and conformed copies thereof an original conformed Performance Bond and Labor and Material Bond.

The CONTRACTOR, prior to the execution of the contract shall file with the Washtenaw County Road Commission a Certificate or Certificates of Insurance, in form satisfactory to the Road Commission, showing that he has complied with the insurance requirements set forth in Section 107.10 of the MDOT "2012 Standard Specifications for Construction".

The CONTRACTOR shall provide for and in behalf of the Washtenaw County Road Commission as their interest may appear, Owner's Protective Liability Insurance. Such insurance shall provide coverage and limits the same as the Contractor's Public Liability Insurance.

The CONTRACTOR shall save harmless and indemnify the **Road Commission and MDOT** against all claims for damages to public or private property and for injuries to persons arising out of and during the progress and to the completion of the work. Contractual Insurance shall be provided as a part of this policy or the Contractual Exclusion shall be removed from the policy by endorsement.

Progress Schedule

The bidder to whom an award is made will be required to, within ten (10) days (Sundays and legal holidays accepted) after being notified of the acceptance of its bid:

1. Enter into a written agreement.
2. Submit a preliminary progress schedule.
3. Commit to attending a pre-construction meeting with Washtenaw County Road Commission representatives to discuss, and work out, a detailed progress schedule and other project-related items and concerns.

In case of failure to comply with these requirements, the bidder may be considered to have abandoned all its rights, interest in the award and its certified check or amount of bidder's bond may be declared to be forfeited to the Washtenaw County Road Commission, and the Contract may be awarded to another. The Progress Schedule shall include, as a minimum, the starting and completion dates for major items, and the final project completion date specified in the Bidding Proposal. If the Bidding Proposal specifies other controlling dates, these shall also be included in the Progress Schedule.

The entire project shall be completed on or before **November 15, 2017**. Failure to comply with this completion date will result in liquidated damages being assessed against the CONTRACTOR in accordance with Section 108.10 of the MDOT 2012 Standard Specifications for Construction. In addition to the holidays specified in the MDOT 2012 Standard Specifications for Construction, no work shall occur on Saturdays or Sundays unless authorized by the Superintendent of Maintenance.

Failure on the part of the CONTRACTOR to carry out the provisions of the Progress Schedule as established may be considered sufficient cause to prevent bidding future projects until a satisfactory rate of progress is again established.

Supplemental Specifications

All work shall be performed in accordance with the MDOT 2012 Standard Specifications for Construction, except as noted herein or as directed by the Operations Engineer or his representative.

Scope of Work

ADA Sidewalk Ramps – Related items of work shall comply with the Washtenaw County Road Commission Special Provision for ADA Sidewalk Ramps and Detectable Warning Surfaces, MDOT 2012 Standard Specifications for Construction, and MDOT Standard Plan R-28 Series.

Placement of HMA of intersection approaches within project limits shall be considered mainline paving and paid for as such. An additional pay item is included for auxiliary equipment that may be necessary for the contractor to perform night work.

Materials

Material weight and quantity slips shall be presented to the Road Commission inspector on the job site.

All HMA used on the project shall be Michigan Department of Transportation HMA Mixture as detailed in the attached Special Provision and log of work.

The Asphalt Binder shall meet the MDOT Performance Graded Asphalt Binder Specifications for PG 58-28.

The Aggregate Wear Index (AWI) for HMA shall be a minimum of 260.

All bond coat material shall be SS1H or approved equivalent and be incidental to the contract.

The successful bidder shall supply the applicable Material Safety Data Sheets (MSDS).

Additional Responsibilities

The CONTRACTOR shall be responsible to contact any utilities that may be affected by this project and will be responsible for all costs as a result of damages to any utility by the CONTRACTOR'S equipment. In addition, the CONTRACTOR is required to provide a 48 hour notice to the Road Commission, **as well as residents**, prior to commencement of work.

Prior to placing the HMA, the existing surface to be paved, including joints and cracks, shall be thoroughly cleaned of all dirt and debris.

The CONTRACTOR shall not place any HMA until the condition of the surface to be resurfaced has been inspected and approved for resurfacing by the Operations Engineer or his representative.

Traffic shall be maintained throughout the project in accordance with Sections 104.11 and 812 of the MDOT 2012 Standard Specifications for Construction, including any Supplemental Specifications and Special Provisions. The CONTRACTOR shall provide sufficient traffic regulators and traffic control devices to effectively maintain a reasonable traffic flow. All traffic control devices and their usage shall conform to the current Michigan Manual of Uniform Traffic Control Devices. Lighted arrows shall be used when traffic conditions require their use. Temporary pavement markings will be used as directed by the Project Engineer.

For the road segment, the labor, materials and equipment required for traffic control shall be provided by the CONTRACTOR and shall be incidental to the project and will not be paid for separately. The CONTRACTOR shall maintain two-way traffic using a flagging operation when traffic interference occurs.

Repair of damage to frontage or other private property shall be the responsibility of the CONTRACTOR.

All materials transport units shall use routes as approved by the Road Commission.

All approach and departure ends of all patches shall be hand raked to provide a smooth riding surface unless otherwise directed (butt joint).

PROPOSAL FOR THE
CONSTRUCTION OF HIGHWAY IMPROVEMENTS
FOR THE
WASHTENAW COUNTY ROAD COMMISSION, MICHIGAN

To the Washtenaw County Road Commission, Michigan:

The undersigned as bidder hereby declares that this bid is made in good faith, without fraud or collusion with any person or persons bidding on the same Contract; that he has read and examined the advertisement, General Conditions, Contract, Forms of Bonds, plans, specifications and the location of the work described herein and is fully informed as to the nature of the work and the conditions relating to its performance and understands that the quantities shown are approximate only and are subject to either increase or decrease.

The undersigned hereby proposes to furnish all necessary machinery, tools, apparatus and other means of construction, do all the work, furnish all the materials except as otherwise specified herein; and, for the unit prices or lump sums named in the itemized bid, to complete the work herein described in strict accordance with the plans and in strict conformity with the requirements of the current Standard Specifications for Road and Bridge Construction of the Michigan Department of Transportation and such other special provisions and supplemental specifications as may be a part of this proposal.

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

The undersigned agrees that if the foregoing bid shall be accepted by the Washtenaw County Road Commission, he will, within ten (10) work days after receiving notice of such acceptance enter into the attached form of Agreement for the Construction of Highway Improvements and perform all related work, ready for use, at the price and within the time stated in this Proposal, and that he will furnish the Washtenaw County Road Commission satisfactory contract bonds and certificates of insurance coverage.

The undersigned encloses a Bid Bond, Certified or Cashier's Check or Bank Money Order, or Certificate of Deposit on an open, solvent bank, in the amount of not less than 5% of the total bid, payable to the Board of Washtenaw County Road Commission as a guarantee of good faith. If the undersigned is the successful bidder and fails to enter into a contract or to furnish satisfactory bonds to the Board of Washtenaw County Road Commissioners within 15 days after being furnished with the necessary contract and bid forms, said Bid Deposit shall be forfeited to the Board of Washtenaw County Road Commissioners as liquidated damages. It is understood that the Bid Deposit of the bidder awarded the project will not be returned until the contract has been executed and that the proposal guarantees of all except the successful bidder will be returned promptly.

COMPANY NAME: _____

ADDRESS: _____

AUTHORIZED REPRESENTATIVE NAME: _____

TITLE: _____ TELEPHONE: _____

EMAIL: _____

SIGNED & DATED: _____

LEGAL STATUS OF BIDDER

(The bidder shall fill out the appropriate form and strike out the other two)

A corporation duly organized and doing business under the laws of the State of Michigan, for whom _____, whose signature is affixed to this proposal, is duly authorized to execute contracts. All members of which, with addresses are: _____

Whose signature is affixed to this proposal: _____

BID SHEET

PANAMA AVE. & PANAMA COURT CDBG HOT MIX ASPHALT (HMA) AND CONCRETE ADA SIDEWALK UPGRADES PROGRAM

Item Description	Approximate Qty and Units	Units	Unit Price	Bid Amount
HMA 5E-Top	654	TONS	\$	\$
Cold Milling HMA Surface, 1,000-4,999	4,550	SYD	\$	\$
Temporary Construction Signs (Furnish & Operate)	64	SFT	\$	\$
Type III Barricades (Furnish & Operate)	3	EA	\$	\$
Type II Grabber Cones (Furnish & Operate)	50	EA	\$	\$
Drain Structure Cover, Adj. Case I	2	EA	\$	\$
Drain Structure Cover	800	LBS	\$	\$
Curb and Gutter, REM	220	LFT	\$	\$
Sidewalk, REM	35	SYD	\$	\$
Curb and gutter, concrete modified	220	Lft	\$	\$
Detachable Warning Surface	40	LFT	\$	\$
Sidewalk ramp, ADA modified	96	SFT	\$	\$
Sidewalk, Concrete 4 Inch	40	SFT	\$	\$

Notes pertaining to this bid:

COMPANY NAME: _____

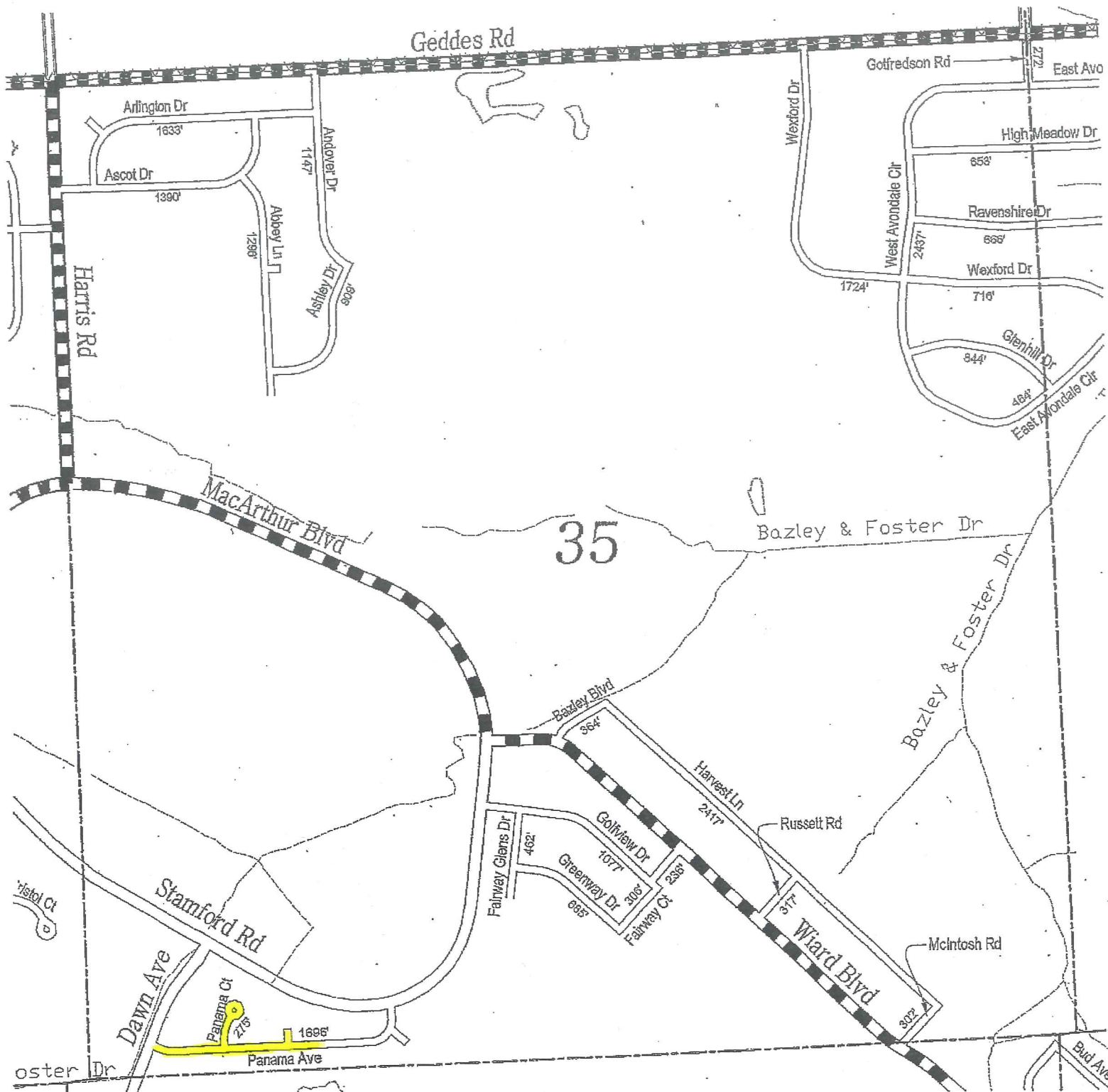
ADDRESS: _____

AUTHORIZED REPRESENTATIVE NAME: _____

TITLE: _____ TELEPHONE: _____

EMAIL: _____

SIGNED & DATED: _____



Required Bid and Contract Documents
Washtenaw County Community Development Block Grant (CDBG) Program
Public Infrastructure and Facilities Improvement Projects

This is a Federally funded project. The contractor and subcontractors must comply with HUD procurement provisions in CFR 24 Part 85.36, Equal Employment Opportunity requirements, the Copeland “Anti-Kickback” Act, the Davis-Bacon Act, Contract Work Hours and Safety Standards Act, and other requirements as set forth in the bid documents. Minority and Women Owned Business Enterprises and Section 3 Business Concerns seeking bid opportunities under this project are encouraged to respond.

Enclosed is a set of documents related to compliance with Federal and local requirements concerning public infrastructure and facilities improvement projects under Washtenaw County’s Community Development Block Grant (CDBG) program:

1. Federal Contract Provisions
2. Federal Labor Standards Provisions
3. Equal Opportunity
 - a. Equal Opportunity Clause
 - b. Standard Federal Equal Employment Opportunity Construction Contract Specifications
 - c. Notice of Requirement for Affirmative Action to Ensure Equal Employment Opportunity
4. Required Contractor Documents
 - a. Sub-Contractor Information Sheet
 - b. Project Wage Rate Sheet
 - c. Equal Employment Opportunity Poster
 - d. Employee Rights Under the Davis-Bacon Act Poster
 - e. Certified Payroll
 - f. Payroll Deduction Authorization for “Other Deductions” on Certified Payroll
 - g. Waiver of Lien
 - h. Full Unconditional Waiver
 - i. Sworn Statement
5. Project Wage Decision

Federal Contract Provisions

Federal Contract Provisions

1. Contracts other than small purchases shall contain administrative, contractual or legal remedies in instances where contractors violate or breach contract terms, and provide for such sanctions and penalties as may be appropriate.
2. All contracts in excess of \$10,000 shall contain suitable provision for termination for cause and for convenience by the grantee, including the manner by which it will be effected and the basis for settlement.
3. All contracts awarded in excess of \$10,000 by grantees and their contractors or subgrantees shall contain a provision requiring compliance with Executive Order 11246, entitled "Equal Employment Opportunity," as amended by Executive Order 11375, and as supplemented in Department of Labor regulations (41 CFR Part 60).
4. All contracts and subgrants for construction or repair shall include a provision for compliance with the Copeland "Anti-Kickback" Act (18 USC 874) as supplemented in Department of Labor regulations (29 CFR, Part 3).
5. All construction contracts in excess of \$2,000 must include a provision for compliance with the Davis-Bacon Act (40 USC 276a to a-7) as supplemented by Department of Labor regulations (29 CFR, Part 5).
6. Where applicable, all contracts awarded by grantees and subgrantees in excess of \$2,000 for construction contracts and in excess of \$2,500 for other contracts which involve the employment of mechanics or laborers shall include a provision for compliance with Section 103 and 107 of the Contract Work Hours and Safety Standards Act (40 USC 327-330) as supplemented by the Department of Labor regulations (29 CFR, Part 5).
7. The contract shall include notice of requirements and regulations pertaining to reporting and patent rights respect to any discovery or invention which arises or is developed in the course of or under such contract, and of grantor agency requirements and regulations pertaining to copyrights and rights in data.
8. All negotiated contracts awarded by grantees shall include a provision to the effect the grantee, the Comptroller General of the United States, or any of their duly authorized representatives, shall have access to any books, documents, papers, and records of the contractor which are directly pertinent to that specific contract, for the purpose of making audit, examination, excerpts, and transcriptions.

9. Grantees shall require contractors to maintain all required records for three years after grantees make final payments and all other pending matters are closed.
10. Contracts, subcontracts, and subgrants of amounts in excess of \$100,000 shall contain a provision which requires compliance with all applicable standards, orders, or requirements issued under Section 306 of the Clean Air Act (42 USC 1857(h)), Section 508 of the Clean Water Act (33 USC 1368), Executive Order 11738, and Environmental Protection Agency regulations (40 CFR, Part 15), which prohibit the use of non-exempt Federal contracts, grants, or loans of facilities included on the EPA List of Violating Facilities. The provision shall require reporting of violations to the grant agency and to the USEPA Assistance Administrator for Enforcement (EN-329).
11. Contracts shall recognize mandatory standards and policies relating to energy efficiency which are contained in the State energy conservation plan issued in compliance with the Energy Policy and Conservation Act (P.L. 94-163).

Federal Labor Standards Provisions

Applicability

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

A. 1. (i) Minimum Wages. All laborers and mechanics employed or working upon the site of the work, will be paid unconditionally and not less often than once a week, and without subsequent deduction or rebate on any account (except such payroll deductions as are permitted by regulations issued by the Secretary of Labor under the Copeland Act (29 CFR Part 3), the full amount of wages and bona fide fringe benefits (or cash equivalents thereof) due at time of payment computed at rates not less than those contained in the wage determination of the Secretary of Labor which is attached hereto and made a part hereof, regardless of any contractual relationship which may be alleged to exist between the contractor and such laborers and mechanics. Contributions made or costs reasonably anticipated for bona fide fringe benefits under Section 1(b)(2) of the Davis-Bacon Act on behalf of laborers or mechanics are considered wages paid to such laborers or mechanics, subject to the provisions of 29 CFR 5.5(a)(1)(iv); also, regular contributions made or costs incurred for more than a weekly period (but not less often than quarterly) under plans, funds, or programs, which cover the particular weekly period, are deemed to be constructively made or incurred during such weekly period.

Such laborers and mechanics shall be paid the appropriate wage rate and fringe benefits on the wage determination for the classification of work actually performed, without regard to skill, except as provided in 29 CFR 5.5(a)(4). Laborers or mechanics performing work in more than one classification may be compensated at the rate specified for each classification for the time actually worked therein: Provided, That the employer's payroll records accurately set forth the time spent in each classification in which work is performed. The wage determination (including any additional classification and wage rates conformed under 29 CFR 5.5(a)(1)(ii) and the Davis-Bacon poster (WH-1321) shall be posted at all times by the contractor and its subcontractors at the site of the work in a prominent and accessible, place where it can be easily seen by the workers.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

4. Apprentices and Trainees.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

Equal Opportunity

EQUAL OPPORTUNITY CLAUSE
Executive Order 11246, as amended: 41 CFR Part 60-1.4(b)

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

(1) The contractor will not discriminate against any employee or applicant for employment because of race, color, religion, sex, or national origin. The contractor will take affirmative action to ensure that applicants are employed, and that employees are treated during employment without regard to their race, color, religion, sex, or national origin. such action shall include, but not be limited to the following: Employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided setting forth the provisions of this nondiscrimination clause.

(2) The contractor will, in all solicitations or advertisements for employees placed by or on behalf of the contractor, state that all qualified applicants will receive considerations for employment without regard to race, color, religion, sex, or national origin.

(3) The contractor will send to each labor union or representative of workers with which he has a collective bargaining agreement or other contract or understanding, a notice to be provided advising the said labor union or workers' representatives of the contractor's commitments under this section, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

(4) The contractor will comply with all provisions of Executive Order 11246 of September 24, 1965, and of the rules, regulations, and relevant orders of the Secretary of Labor.

(5) The contractor will furnish all information and reports required by Executive Order 11246 of September 24, 1965, and by rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to his books, records, and accounts by the administering agency and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.

(6) In the event of the contractor's noncompliance with the nondiscrimination clauses of this contract or with any of the said rules, regulations, or orders, this contract may be canceled, terminated, or suspended in whole or in part and the contractor may be declared ineligible for further Government contracts or federally assisted construction contracts in accordance with procedures authorized in Executive Order 11246 of September 24, 1965, and such other sanctions may be imposed and remedies invoked as provided in Executive Order 11246 of September 24, 1965, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.

(7) The contractor will include the portion of the sentence immediately preceding paragraph (1) and the provisions of paragraphs (1) through (7) in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to section 204 of Executive Order 11246 of September 24, 1965, so that such provisions will be binding upon each subcontractor or vendor. The contractor will take such action with respect to any subcontract or purchase order as the administering agency may direct as a means of enforcing such provisions, including sanctions for noncompliance: *Provided, however,* That in the event a contractor becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction by the administering agency the contractor may request the United States to enter into such litigation to protect the interests of the United States.

The applicant further agrees that it will be bound by the above equal opportunity clause with respect to its own employment practices when it participates in federally assisted construction work: *Provided*, That if the applicant so participating is a State or local government, the above equal opportunity clause is not applicable to any agency, instrumentality or subdivision of such government which does not participate in work on or under the contract.

The applicant agrees that it will assist and cooperate actively with the administering agency and the Secretary of Labor in obtaining the compliance of contractors and subcontractors with the equal opportunity clause and the rules, regulations, and relevant orders of the Secretary of Labor, that it will furnish the administering agency and the Secretary of Labor such information as they may require for the supervision of such compliance, and that it will otherwise assist the administering agency in the discharge of the agency's primary responsibility for securing compliance.

The applicant further agrees that it will refrain from entering into any contract or contract modification subject to Executive Order 11246 of September 24, 1965, with a contractor debarred from, or who has not demonstrated eligibility for, Government contracts and federally assisted construction contracts pursuant to the Executive order and will carry out such sanctions and penalties for violation of the equal opportunity clause as may be imposed upon contractors and subcontractors by the administering agency or the Secretary of Labor pursuant to Part II, Subpart D of the Executive order. In addition, the applicant agrees that if it fails or refuses to comply with these undertakings, the administering agency may take any or all of the following actions: Cancel, terminate, or suspend in whole or in part this grant (contract, loan, insurance, guarantee); refrain from extending any further assistance to the applicant under the program with respect to which the failure or refund occurred until satisfactory assurance of future compliance has been received from such applicant; and refer the case to the Department of Justice for appropriate legal proceedings.

STANDARD FEDERAL EQUAL EMPLOYMENT OPPORTUNITY CONSTRUCTION CONTRACT SPECIFICATIONS
(Executive Order 11246: 41 CFR Part 60.4.3)

1. As used in these specifications:

a. "Covered area" means the geographical area described in the solicitation from which this contract resulted;

b. "Director" means Director, Office of Federal Contract Compliance Programs, United States Department of Labor, or any person to whom the Director delegates authority;

c. "Employer identification number" means the Federal Social Security number used on the Employer's Quarterly Federal Tax Return, U.S. Treasury Department Form 941.

d. "Minority" includes:

(i) Black (all persons having origins in any of the Black African racial groups not of Hispanic origin);

(ii) Hispanic (all persons of Mexican, Puerto Rican, Cuban, Central or South American or other Spanish Culture or origin, regardless of race);

(iii) Asian and Pacific Islander (all persons having origins in any of the original peoples of the Far East, Southeast Asia, the Indian Subcontinent, or the Pacific Islands); and

(iv) American Indian or Alaskan Native (all persons having origins in any of the original peoples of North America and maintaining identifiable tribal affiliations through membership and participation or community identification).

2. Whenever the Contractor, or any Subcontractor at any tier, subcontracts a portion of the work involving any construction trade, it shall physically include in each subcontract in excess of \$10,000 the provisions of these specifications and the Notice which contains the applicable goals for minority and female participation and which is set forth in the solicitations from which this contract resulted.

3. If the Contractor is participating (pursuant to 41 CFR 60-4.5) in a Hometown Plan approved by the U.S. Department of Labor in the covered area either individually or through an association, its affirmative action obligations on all work in the Plan area (including goals and timetables) shall be in accordance with that Plan for those trades which have unions participating in the Plan. Contractors must be able to demonstrate their participation in and compliance with the provisions of any such Hometown Plan. Each Contractor or Subcontractor participating in an approved Plan is individually required to comply with its obligations under the EEO clause, and to make a good faith effort to achieve each goal under the Plan in each trade in which it has employees. The overall good faith performance by other Contractors or Subcontractors toward a goal in an approved Plan does not excuse any covered Contractor's or Subcontractor's failure to take good faith efforts to achieve the Plan goals and timetables.

4. The Contractor shall implement the specific affirmative action standards provided in paragraphs 7 a through p of these specifications. The goals set forth in the solicitation from which this contract resulted are expressed as percentages of the total hours of employment and training of minority and female utilization the Contractor should reasonably be able to achieve in each construction trade in which it has

employees in the covered area. Covered Construction contractors performing construction work in geographical areas where they do not have a Federal or federally assisted construction contract shall apply the minority and female goals established for the geographical area where the work is being performed. Goals are published periodically in the FEDERAL REGISTER in notice form, and such notices may be obtained from any Office of Federal Contract Compliance Programs office or from Federal procurement contracting officers. The Contractor is expected to make substantially uniform progress in meeting its goals in each craft during the period specified.

5. Neither the provisions of any collective bargaining agreement, nor the failure by a union with whom the Contractor has a collective bargaining agreement, to refer either minorities or women shall excuse the Contractor's obligations under these specifications, Executive Order 11246, or the regulations promulgated pursuant thereto.

6. In order for the nonworking training hours of apprentices and trainees to be counted in meeting the goals, such apprentices and trainees must be employed by the Contractor during the training period, and the Contractor must have made a commitment to employ the apprentices and trainees at the completion of their training, subject to the availability of employment opportunities. Trainees must be trained pursuant to training programs approved by the U.S. Department of Labor.

7. The Contractor shall take specific affirmative actions to ensure equal employment opportunity. The evaluation of the Contractor's compliance with these specifications shall be based upon its effort to achieve maximum results from its actions. The Contractor shall document these efforts fully, and shall implement affirmative action steps at least as extensive as the following:

a. Ensure and maintain a working environment free of harassment, intimidation, and coercion at all sites, and in all facilities at which the Contractor's employees are assigned to work. The Contractor, where possible, will assign two or more women to each construction project. The Contractor shall specifically ensure that all foremen, superintendents, and other on-site supervisory personnel are aware of and carry out the Contractor's obligation to maintain such a working environment, with specific attention to minority or female individuals working at such sites or in such facilities.

b. Establish and maintain a current list of minority and female recruitment sources, provide written notification to minority and female recruitment sources and to community organizations when the Contractor or its unions have employment opportunities available, and maintain a record of the organizations' responses.

c. Maintain a current file of the names, addresses and telephone numbers of each minority and female off-the-street applicant and minority or female referral from a union, a recruitment source or community organization and of what action was taken with respect to each such individual. If such individual was sent to the union hiring hall for referral and was not referred back to the Contractor by the union or, if referred, not employed by the Contractor, this shall be documented in the file with the reason therefor, along with whatever additional actions the Contractor may have taken.

d. Provide immediate written notification to the Director when the union or unions with which the Contractor has a collective bargaining agreement has not referred to the Contractor a minority person or woman sent by the Contractor, or when the Contractor has other information that the union referral process has impeded the Contractor's efforts to meet its obligations.

e. Develop on-the-job training opportunities and/or participate in training programs for the area which expressly include minorities and women, including upgrading programs and apprenticeship and trainee programs relevant to the Contractor's employment needs, especially those programs funded or approved by the Department of Labor. The Contractor shall provide notice of these programs to the sources compiled under 7b above.

f. Disseminate the Contractor's EEO policy by providing notice of the policy to unions and training programs and requesting their cooperation in assisting the Contractor in meeting its EEO obligations; by including it in any policy manual and collective bargaining agreement; by publicizing it in the company newspaper, annual report, etc.; by specific review of the policy with all management personnel and with all minority and female employees at least once a year; and by posting the company EEO policy on bulletin boards accessible to all employees at each location where construction work is performed.

g. Review, at least annually, the company's EEO policy and affirmative action obligations under these specifications with all employees having any responsibility for hiring, assignment, layoff, termination or other employment decisions including specific review of these items with onsite supervisory personnel such as Superintendents, General Foremen, etc., prior to the initiation of construction work at any job site. A written record shall be made and maintained identifying the time and place of these meetings, persons attending, subject matter discussed, and disposition of the subject matter.

h. Disseminate the Contractor's EEO policy externally by including it in any advertising in the news media, specifically including minority and female news media, and providing written notification to and discussing the Contractor's EEO policy with other Contractors and Subcontractors with whom the Contractor does or anticipates doing business.

i. Direct its recruitment efforts, both oral and written, to minority, female and community organizations, to schools with minority and female students and to minority and female recruitment and training organizations serving the Contractor's recruitment area and employment needs. Not later than one month prior to the date for the acceptance of applications for apprenticeship or other training by any recruitment source, the Contractor shall send written notification to organizations such as the above, describing the openings, screening procedures, and tests to be used in the selection process.

j. Encourage present minority and female employees to recruit other minority persons and women and, where reasonable, provide after school, summer and vacation employment to minority and female youth both on the site and in other areas of a Contractor's work force.

k. Validate all tests and other selection requirements where there is an obligation to do so under 41 CFR part 60-3.

l. Conduct, at least annually, an inventory and evaluation at least of all minority and female personnel for promotional opportunities and encourage these employees to seek or to prepare for, through appropriate training, etc., such opportunities.

m. Ensure that seniority practices, job classifications, work assignments and other personnel practices, do not have a discriminatory effect by continually monitoring all personnel and employment related activities to ensure that the EEO policy and the Contractor's obligations under these specifications are being carried out.

n. Ensure that all facilities and company activities are nonsegregated except that separate or single-user toilet and necessary changing facilities shall be provided to assure privacy between the sexes.

o. Document and maintain a record of all solicitations of offers for subcontracts from minority and female construction contractors and suppliers, including circulation of solicitations to minority and female contractor associations and other business associations.

p. Conduct a review, at least annually, of all supervisors' adherence to and performance under the Contractor's EEO policies and affirmative action obligations.

8. Contractors are encouraged to participate in voluntary associations which assist in fulfilling one or more of their affirmative action obligations (7a through p). The efforts of a contractor association, joint contractor-union, contractor-community, or other similar group of which the contractor is a member and participant, may be asserted as fulfilling any one or more of its obligations under 7a through p of these Specifications provided that the contractor actively participates in the group, makes every effort to assure that the group has a positive impact on the employment of minorities and women in the industry, ensures that the concrete benefits of the program are reflected in the Contractor's minority and female workforce participation, makes a good faith effort to meet its individual goals and timetables, and can provide access to documentation which demonstrates the effectiveness of actions taken on behalf of the Contractor. The obligation to comply, however, is the Contractor's and failure of such a group to fulfill an obligation shall not be a defense for the Contractor's noncompliance.

9. A single goal for minorities and a separate single goal for women have been established. The Contractor, however, is required to provide equal employment opportunity and to take affirmative action for all minority groups, both male and female, and all women, both minority and non-minority. Consequently, the Contractor may be in violation of the Executive Order if a particular group is employed in a substantially disparate manner (for example, even though the Contractor has achieved its goals for women generally, the Contractor may be in violation of the Executive Order if a specific minority group of women is underutilized).

10. The Contractor shall not use the goals and timetables or affirmative action standards to discriminate against any person because of race, color, religion, sex, or national origin.

11. The Contractor shall not enter into any Subcontract with any person or firm debarred from Government contracts pursuant to Executive Order 11246.

12. The Contractor shall carry out such sanctions and penalties for violation of these specifications and of the Equal Opportunity Clause, including suspension, termination and cancellation of existing subcontracts as may be imposed or ordered pursuant to Executive Order 11246, as amended, and its implementing regulations, by the Office of Federal Contract Compliance Programs. Any Contractor who fails to carry out such sanctions and penalties shall be in violation of these specifications and Executive Order 11246, as amended.

13. The Contractor, in fulfilling its obligations under these specifications, shall implement specific affirmative action steps, at least as extensive as those standards prescribed in paragraph 7 of these specifications, so as to achieve maximum results from its efforts to ensure equal employment opportunity. If the Contractor fails to comply with the requirements of the Executive Order, the implementing regulations, or these specifications, the Director shall proceed in accordance with 41 CFR 60-4.8.

14. The Contractor shall designate a responsible official to monitor all employment related activity to ensure that the company EEO policy is being carried out, to submit reports relating to the provisions hereof as may be required by the Government and to keep records. Records shall at least include for each employee the name, address, telephone numbers, construction trade, union affiliation if any, employee identification number when assigned, social security number, race, sex, status (e.g., mechanic, apprentice trainee, helper, or laborer), dates of changes in status, hours worked per week in the indicated trade, rate of pay, and locations at which the work was performed. Records shall be maintained in an easily understandable and retrievable form; however, to the degree that existing records satisfy this requirement, contractors shall not be required to maintain separate records.

15. Nothing herein provided shall be construed as a limitation upon the application of other laws which establish different standards of compliance or upon the application of requirements for the hiring of local or other area residents (e.g., those under the Public Works Employment Act of 1977 and the Community Development Block Grant Program).

(b) The notice set forth in 41 CFR 60-4.2 and the specifications set forth in 41 CFR 60-4.3 replace the New Form for Federal Equal Employment Opportunity Bid Conditions for Federal and Federally Assisted Construction published at 41 FR 32482 and commonly known as the Model Federal EEO Bid Conditions, and the New Form shall not be used after the regulations in 41 CFR part 60-4 become effective.

NOTICE OF REQUIREMENT FOR AFFIRMATIVE ACTION
TO ENSURE EQUAL EMPLOYMENT OPPORTUNITY
Executive Order 11246: 41CFR Part 60-2

1. The Offeror's or Bidder's attention is called to the "Equal Opportunity Clause" and the "Standard Federal Equal Employment Specifications" set forth herein.

2. The goals and timetables for minority and female participation, expressed in percentage terms for the Contractor's aggregate workforce in each trade on all construction work in the covered area, are as follows:

Time- tables	Goals for minority participation for each trade	Goals for female participation in each trade
	8.5%	6.9%

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

The Contractor's compliance with the Executive Order and the regulations in 41 CFR part 60-4 shall be based on its implementation of the Equal Opportunity Clause, specific affirmative action obligations required by the specifications set forth in 41 CFR 60-4.3(a), and its efforts to meet the goals. The hours of minority and female employment and training must be substantially uniform throughout the length of the contract, and in each trade, and the contractor shall make a good faith effort to employ minorities and women evenly on each of its projects. The transfer of minority or female employees or trainees from Contractor to Contractor or from project to project for the sole purpose of meeting the Contractor's goals shall be a violation of the contract, the Executive Order and the regulations in 41 CFR part 60-4. Compliance with the goals will be measured against the total work hours performed.

3. The Contractor shall provide written notification to the Director of the Office of Federal Contract Compliance Programs within 10 working days of award of any construction subcontract in excess of \$10,000 at any tier for construction work under the contract resulting from this solicitation. The notification shall list the name, address and telephone number of the subcontractor; employer identification number of the subcontractor; estimated dollar amount of the subcontract; estimated starting and completion dates of the subcontract; and the geographical area in which the subcontract is to be performed.

4. As used in this Notice, and in the contract resulting from this solicitation, the "covered area" is (insert description of the geographical areas where the contract is to be performed giving the state, county and city, if any).

Required Contractor Documents

SUB-CONTRACTOR INFORMATION SHEET

Project:	Phone:
General Contractor (Name of Company) & Federal Identification Number & Race of Owner and WBE Status of Owner(s):	Address:

Sub-Company Name/Federal Identification Number/Street Address/City/State/Zip	Contact Person	Phone	Work Done	Sub- Contract Amount	Paid (Y) (N)
				MBE/WBE?	Race
				MBE/WBE?	Race
				MBE/WBE?	Race
				MBE/WBE?	Race

Attach additional sheet(s) if necessary

Project Wage Rate Sheet	U.S. Department of Housing and Urban Development Office of Labor Relations	
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PROJECT NAME:			WAGE DECISION NUMBER/MODIFICATION NUMBER:			
PROJECT NUMBER:			PROJECT COUNTY:			
WORK CLASSIFICATION	BASIC HOURLY RATE (BHR)	FRINGE BENEFITS	TOTAL HOURLY WAGE RATE	LABORERS FRINGE BENEFITS:		\$
				GROUP #	BHR	TOTAL WAGE
Bricklayers			\$			
Carpenters			\$			\$
Cement Masons			\$			\$
Drywall Hangers			\$			\$
Electricians			\$			\$
Iron Workers			\$			\$
Painters			\$	OPERATORS FRINGE BENEFITS:		\$
				GROUP #	BHR	TOTAL WAGE
Plumbers			\$			
Roofers			\$			\$
Sheet Metal Workers			\$			\$
Soft Floor Layers			\$			\$
Tapers			\$			\$
Tile Setters			\$	TRUCK DRIVERS FRINGE BENEFITS:		\$
				GROUP #	BHR	TOTAL WAGE
OTHER CLASSIFICATIONS						
			\$			\$
			\$			\$
			\$			\$
ADDITIONAL CLASSIFICATIONS (HUD Form 4230-A)						
WORK CLASSIFICATION	BASIC HOURLY RATE	FRINGE BENEFITS	TOTAL HOURLY WAGE RATE	DATE OF HUD SUBMISSION TO DOL		DATE OF DOL APPROVAL
			\$			
			\$			
			\$			
			\$			

Equal Employment Opportunity is **THE LAW**

Private Employers, State and Local Governments, Educational Institutions, Employment Agencies and Labor Organizations

Applicants to and employees of most private employers, state and local governments, educational institutions, employment agencies and labor organizations are protected under Federal law from discrimination on the following bases:

RACE, COLOR, RELIGION, SEX, NATIONAL ORIGIN

Title VII of the Civil Rights Act of 1964, as amended, protects applicants and employees from discrimination in hiring, promotion, discharge, pay, fringe benefits, job training, classification, referral, and other aspects of employment, on the basis of race, color, religion, sex (including pregnancy), or national origin. Religious discrimination includes failing to reasonably accommodate an employee's religious practices where the accommodation does not impose undue hardship.

DISABILITY

Title I and Title V of the Americans with Disabilities Act of 1990, as amended, protect qualified individuals from discrimination on the basis of disability in hiring, promotion, discharge, pay, fringe benefits, job training, classification, referral, and other aspects of employment. Disability discrimination includes not making reasonable accommodation to the known physical or mental limitations of an otherwise qualified individual with a disability who is an applicant or employee, barring undue hardship.

AGE

The Age Discrimination in Employment Act of 1967, as amended, protects applicants and employees 40 years of age or older from discrimination based on age in hiring, promotion, discharge, pay, fringe benefits, job training, classification, referral, and other aspects of employment.

SEX (WAGES)

In addition to sex discrimination prohibited by Title VII of the Civil Rights Act, as amended, the Equal Pay Act of 1963, as amended, prohibits sex discrimination in the payment of wages to women and men performing substantially equal work, in jobs that require equal skill, effort, and responsibility, under similar working conditions, in the same establishment.

GENETICS

Title II of the Genetic Information Nondiscrimination Act of 2008 protects applicants and employees from discrimination based on genetic information in hiring, promotion, discharge, pay, fringe benefits, job training, classification, referral, and other aspects of employment. GINA also restricts employers' acquisition of genetic information and strictly limits disclosure of genetic information. Genetic information includes information about genetic tests of applicants, employees, or their family members; the manifestation of diseases or disorders in family members (family medical history); and requests for or receipt of genetic services by applicants, employees, or their family members.

RETALIATION

All of these Federal laws prohibit covered entities from retaliating against a person who files a charge of discrimination, participates in a discrimination proceeding, or otherwise opposes an unlawful employment practice.

WHAT TO DO IF YOU BELIEVE DISCRIMINATION HAS OCCURRED

There are strict time limits for filing charges of employment discrimination. To preserve the ability of EEOC to act on your behalf and to protect your right to file a private lawsuit, should you ultimately need to, you should contact EEOC promptly when discrimination is suspected:

The U.S. Equal Employment Opportunity Commission (EEOC), 1-800-669-4000 (toll-free) or 1-800-669-6820 (toll-free TTY number for individuals with hearing impairments). EEOC field office information is available at www.eeoc.gov or in most telephone directories in the U.S. Government or Federal Government section. Additional information about EEOC, including information about charge filing, is available at www.eeoc.gov.

Employers Holding Federal Contracts or Subcontracts

Applicants to and employees of companies with a Federal government contract or subcontract are protected under Federal law from discrimination on the following bases:

RACE, COLOR, RELIGION, SEX, NATIONAL ORIGIN

Executive Order 11246, as amended, prohibits job discrimination on the basis of race, color, religion, sex or national origin, and requires affirmative action to ensure equality of opportunity in all aspects of employment.

INDIVIDUALS WITH DISABILITIES

Section 503 of the Rehabilitation Act of 1973, as amended, protects qualified individuals from discrimination on the basis of disability in hiring, promotion, discharge, pay, fringe benefits, job training, classification, referral, and other aspects of employment. Disability discrimination includes not making reasonable accommodation to the known physical or mental limitations of an otherwise qualified individual with a disability who is an applicant or employee, barring undue hardship. Section 503 also requires that Federal contractors take affirmative action to employ and advance in employment qualified individuals with disabilities at all levels of employment, including the executive level.

DISABLED, RECENTLY SEPARATED, OTHER PROTECTED, AND ARMED FORCES SERVICE MEDAL VETERANS

The Vietnam Era Veterans' Readjustment Assistance Act of 1974, as amended, 38 U.S.C. 4212, prohibits job discrimination and requires affirmative action to employ and advance in employment disabled veterans, recently separated veterans (within

three years of discharge or release from active duty), other protected veterans (veterans who served during a war or in a campaign or expedition for which a campaign badge has been authorized), and Armed Forces service medal veterans (veterans who, while on active duty, participated in a U.S. military operation for which an Armed Forces service medal was awarded).

RETALIATION

Retaliation is prohibited against a person who files a complaint of discrimination, participates in an OFCCP proceeding, or otherwise opposes discrimination under these Federal laws.

Any person who believes a contractor has violated its nondiscrimination or affirmative action obligations under the authorities above should contact immediately:

The Office of Federal Contract Compliance Programs (OFCCP), U.S. Department of Labor, 200 Constitution Avenue, N.W., Washington, D.C. 20210, 1-800-397-6251 (toll-free) or (202) 693-1337 (TTY). OFCCP may also be contacted by e-mail at OFCCP-Public@dol.gov, or by calling an OFCCP regional or district office, listed in most telephone directories under U.S. Government, Department of Labor.

Programs or Activities Receiving Federal Financial Assistance

RACE, COLOR, NATIONAL ORIGIN, SEX

In addition to the protections of Title VII of the Civil Rights Act of 1964, as amended, Title VI of the Civil Rights Act of 1964, as amended, prohibits discrimination on the basis of race, color or national origin in programs or activities receiving Federal financial assistance. Employment discrimination is covered by Title VI if the primary objective of the financial assistance is provision of employment, or where employment discrimination causes or may cause discrimination in providing services under such programs. Title IX of the Education Amendments of 1972 prohibits employment discrimination on the basis of sex in educational programs or activities which receive Federal financial assistance.

INDIVIDUALS WITH DISABILITIES

Section 504 of the Rehabilitation Act of 1973, as amended, prohibits employment discrimination on the basis of disability in any program or activity which receives Federal financial assistance. Discrimination is prohibited in all aspects of employment against persons with disabilities who, with or without reasonable accommodation, can perform the essential functions of the job.

If you believe you have been discriminated against in a program of any institution which receives Federal financial assistance, you should immediately contact the Federal agency providing such assistance.

EMPLOYEE RIGHTS UNDER THE DAVIS-BACON ACT

FOR LABORERS AND MECHANICS EMPLOYED ON FEDERAL OR FEDERALLY ASSISTED CONSTRUCTION PROJECTS

THE UNITED STATES DEPARTMENT OF LABOR WAGE AND HOUR DIVISION

PREVAILING WAGES	You must be paid not less than the wage rate listed in the Davis-Bacon Wage Decision posted with this Notice for the work you perform.
OVERTIME	You must be paid not less than one and one-half times your basic rate of pay for all hours worked over 40 in a work week. There are few exceptions.
ENFORCEMENT	Contract payments can be withheld to ensure workers receive wages and overtime pay due, and liquidated damages may apply if overtime pay requirements are not met. Davis-Bacon contract clauses allow contract termination and debarment of contractors from future federal contracts for up to three years. A contractor who falsifies certified payroll records or induces wage kickbacks may be subject to civil or criminal prosecution, fines and/or imprisonment.
APPRENTICES	Apprentice rates apply only to apprentices properly registered under approved Federal or State apprenticeship programs.
PROPER PAY	If you do not receive proper pay, or require further information on the applicable wages, contact the Contracting Officer listed below:

or contact the U.S. Department of Labor's Wage and Hour Division.



For additional information:
1-866-4-USWAGE
(1-866-487-9243) TTY: 1-877-889-5627



WWW.WAGEHOUR.DOL.GOV

NAME OF CONTRACTOR		OR SUBCONTRACTOR		ADDRESS		OMB No.: 1235-0008 Expires: 01/31/2015	
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PAYROLL NO.		FOR WEEK ENDING		PROJECT AND LOCATION		PROJECT OR CONTRACT NO.	
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(1) NAME AND INDIVIDUAL IDENTIFYING NUMBER (e.g., LAST FOUR DIGITS OF SOCIAL SECURITY NUMBER) OF WORKER	(2) NO. OF WITHHOLDING EXEMPTIONS	(3) WORK CLASSIFICATION	OT OR ST.	(4) DAY AND DATE							(5) TOTAL HOURS	(6) RATE OF PAY	(7) GROSS AMOUNT EARNED	(8) DEDUCTIONS						(9) NET WAGES PAID FOR WEEK		
				HOURS WORKED EACH DAY										FICA	WITH- HOLDING TAX			OTHER	TOTAL DEDUCTIONS			
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While completion of Form WH-347 is optional, it is mandatory for covered contractors and subcontractors performing work on Federally financed or assisted construction contracts to respond to the information collection contained in 29 C.F.R. §§ 3.3, 5.5(a). The Copeland Act (40 U.S.C. § 3145) contractors and subcontractors performing work on Federally financed or assisted construction contracts to "furnish weekly a statement with respect to the wages paid each employee during the preceding week." U.S. Department of Labor (DOL) regulations at 29 C.F.R. § 5.5(a)(3)(ii) require contractors to submit weekly a copy of all payrolls to the Federal agency contracting for or financing the construction project, accompanied by a signed "Statement of Compliance" indicating that the payrolls are correct and complete and that each laborer or mechanic has been paid not less than the proper Davis-Bacon prevailing wage rate for the work performed. DOL and federal contracting agencies receiving this information review the information to determine that employees have received legally required wages and fringe benefits.

Date _____

I, _____
(Name of Signatory Party) (Title)

do hereby state:

(1) That I pay or supervise the payment of the persons employed by _____ on the _____
(Contractor or Subcontractor)
_____ ; that during the payroll period commencing on the _____
(Building or Work)
_____ day of _____, _____, and ending the _____ day of _____, _____,
all persons employed on said project have been paid the full weekly wages earned, that no rebates have
been or will be made either directly or indirectly to or on behalf of said
_____ from the full
(Contractor or Subcontractor)

weekly wages earned by any person and that no deductions have been made either directly or indirectly
from the full wages earned by any person, other than permissible deductions as defined in Regulations, Part
3 (29 C.F.R. Subtitle A), issued by the Secretary of Labor under the Copeland Act, as amended (48 Stat. 948,
63 Stat. 108, 72 Stat. 967; 76 Stat. 357; 40 U.S.C. § 3145), and described below:

(2) That any payrolls otherwise under this contract required to be submitted for the above period are
correct and complete; that the wage rates for laborers or mechanics contained therein are not less than the
applicable wage rates contained in any wage determination incorporated into the contract; that the classifications
set forth therein for each laborer or mechanic conform with the work he performed.

(3) That any apprentices employed in the above period are duly registered in a bona fide apprenticeship
program registered with a State apprenticeship agency recognized by the Bureau of Apprenticeship and
Training, United States Department of Labor, or if no such recognized agency exists in a State, are registered
with the Bureau of Apprenticeship and Training, United States Department of Labor.

(4) That:
(a) WHERE FRINGE BENEFITS ARE PAID TO APPROVED PLANS, FUNDS, OR PROGRAMS

- in addition to the basic hourly wage rates paid to each laborer or mechanic listed in
the above referenced payroll, payments of fringe benefits as listed in the contract
have been or will be made to appropriate programs for the benefit of such employees,
except as noted in section 4(c) below.

(b) WHERE FRINGE BENEFITS ARE PAID IN CASH

- Each laborer or mechanic listed in the above referenced payroll has been paid,
as indicated on the payroll, an amount not less than the sum of the applicable
basic hourly wage rate plus the amount of the required fringe benefits as listed
in the contract, except as noted in section 4(c) below.

(c) EXCEPTIONS

EXCEPTION (CRAFT)	EXPLANATION

REMARKS:

NAME AND TITLE	SIGNATURE

THE WILLFUL FALSIFICATION OF ANY OF THE ABOVE STATEMENTS MAY SUBJECT THE CONTRACTOR OR
SUBCONTRACTOR TO CIVIL OR CRIMINAL PROSECUTION. SEE SECTION 1001 OF TITLE 18 AND SECTION 231 OF TITLE
31 OF THE UNITED STATES CODE.

Company Letterhead

Payroll Deduction Authorization for "Other Deductions" on Certified Payroll

Project Name: _____

Employee's Name: _____

I, _____ (Employee Name) _____, hereby authorize _____ (name of employer/company) _____ to deduct \$ _____ from my paycheck.

This deduction is for:

_____ Loan Repayment _____ Retirement _____ Profit Sharing _____ Advance
_____ Charitable Donations _____ Savings Bonds _____ Insurance Premiums
_____ Other: _____

This deduction is to be made:

_____ One time only _____ Weekly _____ Monthly _____ times over _____ weeks
_____ Other: _____

Employee's Signature: _____ Date: _____

You may make payroll deductions as permitted by DOL regulations 29 CFR Part 3. These regulations prohibit the employer from requiring employees to "kick-back" (i.e. give up or return to the employer) any of their earnings other than those identified.

You need to submit this documentation only one time per employee, unless changes in deductions or durations take place.

***If deductions are being made for child support, a copy of the court ordered withholding must be included.**

Waiver of Lien

My/our contract with:_____ to
provide _____ for the improvement
to:_____

(Check One)

☐ Partial Conditional

I hereby waive my/our construction lien to the amount \$_____ for
labor/materials provided. This waiver, together with all previous waivers, if any, does not cover
amounts due to me/us for the contract improvement provided.

This waiver is conditioned on actual payment of \$_____.

☐ Partial Unconditional

Having been fully paid and satisfied, hereby waive my/our construction lien to the
amount of \$_____ for the labor/materials provided through _____. This
waiver, together with all previous waivers, if any, does/does not cover all amounts due to me/us
for contract improvement provided through the date shown above.

☐ Full Conditional

Having been fully paid and satisfied, all my/our construction lien rights against such
property are hereby waived and released.

This waiver is conditioned on the actual payment of \$_____.

☐ Full Unconditional

Having been fully paid and satisfied, all my/our construction lien rights against such
property are hereby waived and released.

Date:_____

Signature:_____

Company:_____

Address:_____

Phone:_____

DO NOT SIGN BLANK FORM

FULL UNCONDITIONAL WAIVER

My/our contract with _____ to provide
_____ for the improvement of the property described as

_____ having been
fully paid and satisfied, all my/our construction lien rights against such property
are hereby waived and released.

(Printed Name of Lien Claimant)

(Signature of lien claimant)

Signed on: _____

Address: _____

Telephone: _____

DO NOT SIGN BLANK OR INCOMPLETE FORMS. RETAIN A COPY.

SWORN STATEMENT

State of Michigan

} §

County of Washtenaw

_____, being duly sworn, states the following:

is the (contractor)(subcontractor) for an improvement to the following real property in Washtenaw

County, Michigan, described as follows: _____

The following is a statement of each subcontractor, supplier and laborer, for whom payment of wages or fringe benefits and withholdings is due but unpaid, with whom the **(contractor)(subcontractor)** has (contracted)(subcontracted) for performance under the contract with the owner or lessee, and the amounts due to the persons as of the date of this statement are correctly and fully set forth opposite their names:

Name, Address & Phone Number of Subcontractor, Supplier, or Laborer	Type of Improvement Furnished	Total Contract Price	Amount Already Paid	Amount Currently Owing	Balance to Complete (optional)	Amount of Laborer Wages Due but Unpaid	Amount of Fringe Benefits and Withholdings Due But Unpaid
Totals							

(Some columns may not be applicable to all persons listed)

The contractor has not procured material from, or subcontracted with, any person other than those set forth and owes no money for the improvement other than the sums set forth.*

I make this statement as the (contractor)(subcontractor) or as of the (contractor)(sub-contractor) to represent to the owner or lessee of the property and his or her agents that the property is free from claims of construction liens, or the possibility of construction liens, except as specifically set forth in this statement and except for claims of construction liens by laborers that may be provided under Section 109 of the Construction Lien Act, 1980 PA 497, MCL 570.1 109.

WARNING TO OWNER OR LESSEE: AN OWNER OR LESSEE OF THE PROPERTY MAY NOT RELY ON THIS SWORN STATEMENT TO AVOID THE CLAIM OF A SUBCONTRACTOR, SUPPLIER OR LABORER WHO HAS PROVIDED A NOTICE OF FURNISHING OR A LABORER WHO MAY PROVIDE A NOTICE OF FURNISHING UNDER SECTION 109 OF THE CONSTRUCTION LIEN ACT, 1980 PA 497, MCL 570.1109 TO THE DESIGNEE OR TO THE OWNER OR LESSEE IF THE DESIGNEE IS NOT NAMED OR HAS DIED.

IF THIS SWORN STATEMENT IS IN REGARD TO A RESIDENTIAL STRUCTURE, ON RECEIPT OF THIS SWORN STATEMENT, THE OWNER OR LESSEE, OR THE OWNER'S OR LESSEE'S DESIGNEE MUST GIVE NOTICE OF ITS RECEIPT, EITHER IN WRITING, OR BY TELEPHONE, OR PERSONALLY. TO EACH SUBCONTRACTOR, SUPPLIER, AND LABORER WHO HAS PROVIDED A NOTICE OF FURNISHING UNDER SECTION 109 OR, IF A NOTICE OF FURNISHING IS EXCUSED UNDER SECTION 108 OR 108A, TO EACH SUBCONTRACTOR, SUPPLIER, AND LABORER NAMED IN THE SWORN STATEMENT. IF A SUBCONTRACTOR, SUPPLIER WHO HAS PROVIDED LESSEE, OR DESIGNEE SHALL PROVIDE THE REQUESTER A COPY OF THE SWORN STATEMENT WITHIN 10 BUSINESS DAYS AFTER RECEIVING THE REQUEST.

Dependent Printed Name

Dependent Signature

WARNING TO DEPENDENT: A PERSON WHO GIVES A FALSE SWORN STATEMENT WITH INTENT TO DEFRAUD IS SUBJECT TO CRIMINAL PENALTIES AS PROVIDED IN SECTION 110 OF THE CONSTRUCTION LIEN ACT, 1980 PA 497, MCL 570.1110.

Subscribed and sworn to before me this

_____ day of _____, _____

Notary Public, _____ County, Michigan

My Commission Expires:

*Materials furnished by a contractor or a subcontractor out of his or her own inventory, and which has not been purchased specifically for the purpose of performing the contract, need not be listed.

Project Wage Decision

General Decision Number: MI170001 07/28/2017 MI1

Superseded General Decision Number: MI20160001

State: Michigan

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

Counties: Michigan Statewide.

Note: Under Executive Order (EO) 13658, an hourly minimum wage of \$10.20 for calendar year 2017 applies to all contracts subject to the Davis-Bacon Act for which the contract is awarded (and any solicitation was issued) on or after January 1, 2015. If this contract is covered by the EO, the contractor must pay all workers in any classification listed on this wage determination at least \$10.20 (or the applicable wage rate listed on this wage determination, if it is higher) for all hours spent performing on the contract in calendar year 2017. The EO minimum wage rate will be adjusted annually. Additional information on contractor requirements and worker protections under the EO is available at www.dol.gov/whd/govcontracts.

Modification Number	Publication Date
0	01/06/2017
1	02/03/2017
2	02/17/2017
3	04/28/2017
4	05/19/2017
5	06/02/2017
6	06/23/2017
7	06/30/2017
8	07/21/2017
9	07/28/2017

CARP0004-004 06/01/2016

REMAINDER OF STATE

	Rates	Fringes
CARPENTER (Piledriver).....	\$ 26.33	19.18

CARP0004-005 06/01/2016

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

	Rates	Fringes
CARPENTER (Piledriver).....	\$ 29.47	25.94

ELEC0017-005 06/05/2017

STATEWIDE

	Rates	Fringes
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Line Construction

Groundman/Driver.....	\$ 28.16	6.10+28.5%
Journeyman Signal Tech, Communications Tech, Tower Tech & Fiber Optic Splicers.	\$ 38.38	6.10+28.5%
Journeyman Specialist.....	\$ 44.14	6.10+28.5%
Operator A.....	\$ 32.45	6.10+28.5%
Operator B.....	\$ 30.30	6.10+28.5%

Classifications

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

Operator A: Shall be proficient in operating all power equipment including: Backhoe,

Excavator, Directional Bore and Boom/Digger truck.

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

ENGI0324-003 06/01/2017

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

	Rates	Fringes
OPERATOR: Power Equipment (Steel Erection)		
GROUP 1.....	\$ 44.32	23.00
GROUP 2.....	\$ 45.32	23.00
GROUP 3.....	\$ 42.82	23.00
GROUP 4.....	\$ 43.82	23.00
GROUP 5.....	\$ 41.32	23.00
GROUP 6.....	\$ 42.32	23.00
GROUP 7.....	\$ 41.05	23.00
GROUP 8.....	\$ 42.05	23.00
GROUP 9.....	\$ 40.60	23.00
GROUP 10.....	\$ 41.60	23.00
GROUP 11.....	\$ 39.87	23.00
GROUP 12.....	\$ 40.87	23.00
GROUP 13.....	\$ 39.51	23.00
GROUP 14.....	\$ 40.51	23.00
GROUP 15.....	\$ 38.87	23.00
GROUP 16.....	\$ 37.17	23.00
GROUP 17.....	\$ 32.06	23.00
GROUP 18.....	\$ 30.65	23.00

FOOTNOTE:

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

POWER EQUIPMENT OPERATOR CLASSIFICATIONS

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

GROUP 16: Forklift and 1 drum hoist

GROUP 17: Compressor or welder operator

GROUP 18: Oiler

ENGI0324-004 06/01/2017

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

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

	Rates	Fringes
--	-------	---------

OPERATOR: Power Equipment
(Steel Erection)

AREA 1

GROUP 1.....	\$ 44.32	23.00
GROUP 2.....	\$ 41.05	23.00

GROUP 3.....	\$ 39.51	23.00
GROUP 4.....	\$ 37.17	23.00
GROUP 5.....	\$ 32.06	23.00
GROUP 6.....	\$ 30.65	23.00
AREA 2		
GROUP 1.....	\$ 44.32	23.00
GROUP 2.....	\$ 41.05	23.00
GROUP 3.....	\$ 39.51	23.00
GROUP 4.....	\$ 37.17	23.00
GROUP 5.....	\$ 32.06	23.00
GROUP 6.....	\$ 30.65	23.00

FOOTNOTES:

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

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

POWER EQUIPMENT OPERATOR CLASSIFICATIONS:

GROUP 1: Crane Operator with main boom & jib 400', 300', or 220' or longer.

GROUP 2: Crane Operator with main boom & jib 140' or longer, Tower Crane; Gantry Crane; Whirley Derrick.

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

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

GROUP 5: Air Compressor, Welder, Generators, Conveyors

GROUP 6: Oiler and fire tender

 ENGI0324-005 06/01/2016

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

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

Rates Fringes

OPERATOR: Power Equipment
 (Underground construction
 (including sewer))

AREA 1:

GROUP 1.....	\$ 31.58	22.85
GROUP 2.....	\$ 26.85	22.85
GROUP 3.....	\$ 26.12	22.85
GROUP 4.....	\$ 25.55	22.85
AREA 2:		
GROUP 1.....	\$ 29.87	22.85
GROUP 2.....	\$ 24.98	22.85
GROUP 3.....	\$ 24.48	22.85
GROUP 4.....	\$ 24.20	22.85

POWER EQUIPMENT OPERATOR CLASSIFICATIONS

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

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

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

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

 ENGI0324-006 06/01/2016

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

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

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

Rates Fringes

Power equipment operators:
(AIRPORT, BRIDGE & HIGHWAY
CONSTRUCTION)

AREA 1

GROUP 1.....	\$ 31.66	22.85
GROUP 2.....	\$ 24.93	22.85
GROUP 3.....	\$ 26.23	22.85
GROUP 4.....	\$ 24.37	22.85
GROUP 5.....	\$ 24.20	22.85

AREA 2

GROUP 1.....	\$ 31.66	22.85
GROUP 2.....	\$ 24.78	22.85
GROUP 3.....	\$ 26.08	22.85
GROUP 4.....	\$ 24.22	22.85
GROUP 5.....	\$ 23.90	22.85

POWER EQUIPMENT OPERATOR CLASSIFICATIONS

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

GROUP 2: Screening plant operator; Washing plant operator; Crusher operator; Backhoe (with 3/8 yd. bucket or less); Side boom tractor (smaller than D-4 type or equivalent); Sweeper (Wayne type and similar equipment); Vacuum truck operator; Batch plant (concrete dry batch)

GROUP 3: Grease Truck

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

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

 ENGI0324-007 05/01/2016

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

	Rates	Fringes
OPERATOR: Power Equipment (Steel Erection)		
Compressor, welder and forklift.....	\$ 25.46	22.55
Crane operator, main boom & jib 120' or longer.....	\$ 29.21	22.55
Crane operator, main boom & jib 140' or longer.....	\$ 29.46	22.55
Crane operator, main boom & jib 220' or longer.....	\$ 29.71	22.55
Mechanic with truck and tools.....	\$ 30.21	22.55
Oiler and fireman.....	\$ 24.16	22.55
Regular operator.....	\$ 28.71	22.55

 ENGI0324-008 10/01/2015

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

	Rates	Fringes
OPERATOR: Power Equipment (Sewer Relining)		
GROUP 1.....	\$ 30.70	12.93
GROUP 2.....	\$ 29.17	12.93

SEWER RELINING CLASSIFICATIONS

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

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

 ENGI0325-012 05/01/2017

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

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

	Rates	Fringes
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Power equipment operators -
 gas distribution and duct
 installation work:

AREA 1		
GROUP 1.....	\$ 29.73	23.30
GROUP 2.....	\$ 29.60	23.30
GROUP 3.....	\$ 28.48	23.30
GROUP 4.....	\$ 27.90	23.30
AREA 2		
GROUP 1.....	\$ 28.82	23.30
GROUP 2-A.....	\$ 28.72	23.30
GROUP 2-B.....	\$ 28.50	23.30
GROUP 3.....	\$ 27.72	23.30
GROUP 4.....	\$ 27.22	23.30

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

AREA 1:

GROUP 1: Backhoe, crane, grader, mechanic, dozer (D-6 equivalent or larger), side boom (D-4 equivalent or larger), trencher(except service), endloader (2 yd. capacity or greater).

GROUP 2: Dozer (less than D-6 equivalent), endloader (under 2 yd. capacity), side boom (under D-4 capacity), backfiller, pumps (1 or 2 of 6-inch discharge or greater), boom truck

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

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

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

AREA 2:

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

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

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

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

GROUP 4: Oiler, grease person and hydrostatic testing operator

IRON0008-007 05/01/2015

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

	Rates	Fringes
Ironworker - pre-engineered metal building erector.....	\$ 23.70	6.95
IRONWORKER		
General contracts \$10,000,000 or greater.....	\$ 26.52	24.35
General contracts less than \$10,000,000.....	\$ 23.11	24.35

Paid Holidays: New Year's Day, Memorial Day, July 4th, Labor Day, Thanksgiving Day & Christmas Day.

IRON0025-002 06/01/2015

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

	Rates	Fringes
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Ironworker - pre-engineered metal building erector		
Alcona, Alpena, Arenac, Cheboygan, Clare, Clinton, Crawford, Gladwin, Gratiot, Huron, Ingham, Iosco, Isabella, Jackson, Lapeer, Livingston (west of Burkhardt Road), Montmorency, Ogemaw, Oscoda, Otsego, Presque Isle, Roscommon, Sanilac, Shiawassee, Tuscola & Washtenaw (west of U.S. 23).	\$ 22.17	20.13
Bay, Genesee, Lapeer, Livingston (east of Burkhardt Road), Macomb, Midland, Oakland, Saginaw, St. Clair, The University of Michigan, Washtenaw (east of U.S. 23) & Wayne...	\$ 23.39	21.13
IRONWORKER		
Ornamental and Structural...	\$ 33.78	27.84
Reinforcing.....	\$ 28.30	24.60

IRON0055-005 07/01/2013

LENAWEE AND MONROE COUNTIES:

	Rates	Fringes
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IRONWORKER		
Pre-engineered metal buildings.....	\$ 23.59	19.35
All other work.....	\$ 28.32	19.35

IRON0292-003 06/01/2016

BERRIEN AND CASS COUNTIES:

	Rates	Fringes
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IRONWORKER (Including pre-engineered metal building erector).....		
	\$ 28.81	20.16

IRON0340-001 06/01/2015

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

	Rates	Fringes
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IRONWORKER (Including pre-engineered metal building erector).....		
	\$ 21.68	24.37

LAB00005-006 10/01/2014

	Rates	Fringes
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Laborers - hazardous waste
abatement: (ALCONA, ALPENA,
ANTRIM, BENZIE, CHARLEVOIX,
CHEBOYGAN, CRAWFORD, EMMET,
GRAND TRAVERSE, IOSCO,
KALKASKA, LEELANAU,
MISSAUKEE, MONTMORENCY,
OSCODA, OTSEGO, PRESQUE ISLE
AND WEXFORD COUNTIES - Zone
10)

Levels A, B or C.....	\$ 17.45	12.75
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Work performed in
conjunction with site
preparation not requiring
the use of personal
protective equipment;

Also, Level D.....	\$ 16.45	12.75
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Laborers - hazardous waste
abatement: (ALGER, BARAGA,
CHIPPEWA, DELTA, DICKINSON,
GOGEBIC, HOUGHTON, IRON,
KEWEENAW, LUCE, MACKINAC,
MARQUETTE, MENOMINEE,
ONTONAGON AND SCHOOLCRAFT
COUNTIES - Zone 11)

Levels A, B or C.....	\$ 20.91	12.78
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Work performed in
conjunction with site
preparation not requiring
the use of personal
protective equipment;

Also, Level D.....	\$ 19.91	12.78
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Laborers - hazardous waste
abatement: (ALLEGAN, BARRY,
BERRIEN, BRANCH, CALHOUN,
CASS, IONIA COUNTY (except
the city of Portland);
KALAMAZOO, KENT, LAKE,
MANISTEE, MASON, MECOSTA,
MONTCALM, MUSKEGON, NEWAYGO,
OCEANA, OSCEOLA, OTTAWA, ST.
JOSEPH AND VAN BUREN COUNTIES
- Zone 9)

Levels A, B or C.....	\$ 19.99	12.75
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Work performed in
conjunction with site
preparation not requiring
the use of personal
protective equipment;

Also, Level D.....	\$ 18.99	12.75
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Laborers - hazardous waste
abatement: (ARENAC, BAY,
CLARE, GLADWIN, GRATIOT,
HURON, ISABELLA, MIDLAND,
OGEMAW, ROSCOMMON, SAGINAW
AND TUSCOLA COUNTIES - Zone 8)

Levels A, B or C.....	\$ 20.02	12.75
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Work performed in
conjunction with site
preparation not requiring
the use of personal

protective equipment;		
Also, Level D.....\$ 19.02		12.75
Laborers - hazardous waste		
abatement: (CLINTON, EATON		
AND INGHAM COUNTIES; IONIA		
COUNTY (City of Portland);		
LIVINGSTON COUNTY (west of		
Oak Grove Rd., including the		
City of Howell) - Zone 6)		
Levels A, B or C.....\$ 23.29		12.75
Work performed in		
conjunction with site		
preparation not requiring		
the use of personal		
protective equipment;		
Also, Level D.....\$ 22.29		12.75
Laborers - hazardous waste		
abatement: (GENESEE, LAPEER		
AND SHIAWASSEE COUNTIES -		
Zone 7)		
Levels A, B or C.....\$ 23.40		12.79
Work performed in		
conjunction with site		
preparation not requiring		
the use of personal		
protective equipment;		
Also, Level D.....\$ 22.40		12.79
Laborers - hazardous waste		
abatement: (HILLSDALE,		
JACKSON AND LENAWEE COUNTIES		
- Zone 4)		
Levels A, B or C.....\$ 30.00		14.09
Work performed in		
conjunction with site		
preparation not requiring		
the use of personal		
protective equipment;		
Also, Level D.....\$ 29.00		14.09
Laborers - hazardous waste		
abatement: (LIVINGSTON COUNTY		
(east of Oak Grove Rd. and		
south of M-59, excluding the		
city of Howell); AND		
WASHTENAW COUNTY - Zone 3)		
Levels A, B or C.....\$ 29.32		13.85
Work performed in		
conjunction with site		
preparation not requiring		
the use of personal		
protective equipment;		
Also, Level D.....\$ 28.32		13.85
Laborers - hazardous waste		
abatement: (MACOMB AND WAYNE		
COUNTIES - Zone 1)		
Levels A, B or C.....\$ 27.94		16.55
Work performed in		
conjunction with site		
preparation not requiring		
the use of personal		
protective equipment;		
Also, Level D.....\$ 26.94		16.55
Laborers - hazardous waste		
abatement: (MONROE COUNTY -		
Zone 4)		
Levels A, B or C.....\$ 30.00		14.09

Work performed in
 conjunction with site
 preparation not requiring
 the use of personal
 protective equipment;
 Also, Level D.....\$ 29.00 14.09

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

Level A, B, C.....\$ 27.94 16.55

Work performed in
 conjunction with site
 preparation not requiring
 the use of personal
 protective equipment;
 Also, Level D.....\$ 26.94 16.55

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

Levels A, B or C.....\$ 24.97 15.19

Work performed in
 conjunction with site
 preparation not requiring
 the use of personal
 protective equipment;
 Also, Level D.....\$ 23.97 15.19

LAB00259-001 09/01/2016

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

Rates Fringes

Laborers - tunnel, shaft and
 caisson:

AREA 1

GROUP 1.....	\$ 21.87	16.70
GROUP 2.....	\$ 21.98	16.70
GROUP 3.....	\$ 22.04	16.70
GROUP 4.....	\$ 22.22	16.70
GROUP 5.....	\$ 22.47	16.70
GROUP 6.....	\$ 22.80	16.70
GROUP 7.....	\$ 16.08	16.70

AREA 2

GROUP 1.....	\$ 23.35	12.85
GROUP 2.....	\$ 23.44	12.85
GROUP 3.....	\$ 23.54	12.85

GROUP 4.....	\$ 23.70	12.85
GROUP 5.....	\$ 23.96	12.85
GROUP 6.....	\$ 24.27	12.85
GROUP 7.....	\$ 16.54	12.88

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

TUNNEL LABORER CLASSIFICATIONS

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

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

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

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

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

GROUP 6: Dynamite and powder

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

LAB00334-001 09/01/2016

	Rates	Fringes
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Laborers - open cut:

ZONE 1 - MACOMB, OAKLAND
AND WAYNE COUNTIES:

GROUP 1.....	\$ 21.72	16.70
GROUP 2.....	\$ 21.83	16.70
GROUP 3.....	\$ 21.85	16.70
GROUP 4.....	\$ 21.96	16.70
GROUP 5.....	\$ 22.02	16.70
GROUP 6.....	\$ 19.47	16.70
GROUP 7.....	\$ 16.09	16.70

ZONE 2 - LIVINGSTON COUNTY
(east of M-151 (Oak Grove
Rd.)); MONROE AND
WASHTENAW COUNTIES:

GROUP 1.....	\$ 23.00	12.85
GROUP 2.....	\$ 23.11	12.85
GROUP 3.....	\$ 23.23	12.85
GROUP 4.....	\$ 23.30	12.85
GROUP 5.....	\$ 23.45	12.85
GROUP 6.....	\$ 20.75	12.85
GROUP 7.....	\$ 17.39	12.85

ZONE 3 - CLINTON, EATON,
 GENESEE, HILLSDALE AND
 INGHAM COUNTIES; IONIA
 COUNTY (City of Portland);
 JACKSON, LAPEER AND
 LENAWEE COUNTIES;
 LIVINGSTON COUNTY (west of
 M-151 Oak Grove Rd.);
 SANILAC, ST. CLAIR AND
 SHIAWASSEE COUNTIES:

GROUP 1.....	\$ 21.19	12.85
GROUP 2.....	\$ 21.33	12.85
GROUP 3.....	\$ 21.45	12.85
GROUP 4.....	\$ 21.50	12.85
GROUP 5.....	\$ 21.64	12.85
GROUP 6.....	\$ 18.94	12.85
GROUP 7.....	\$ 16.09	12.85

ZONE 4 - ALCONA, ALLEGAN,
 ALPENA, ANTRIM, ARENAC,
 BARRY, BAY, BENZIE,
 BERRIEN, BRANCH,
 CALHOUN, CASS, CHARLEVOIX,
 CHEBOYGAN, CLARE,
 CRAWFORD, EMMET,
 GLADWIN, GRAND TRAVERSE,
 GRATIOT AND HURON
 COUNTIES; IONIA COUNTY
 (EXCEPT THE CITY OF
 PORTLAND); IOSCO,
 ISABELLA, KALAMAZOO,
 KALKASKA, KENT,
 LAKE, LEELANAU, MANISTEE,
 MASON, MECOSTA, MIDLAND,
 MISSAUKEE, MONTCALM,
 MONTMORENCY, MUSKEGON,
 NEWAYGO, OCEANA, OGEMAW,
 OSCEOLA, OSCODA, OTSEGO,
 OTTAWA, PRESQUE ISLE,
 ROSCOMMON, SAGINAW, ST.
 JOSEPH, TUSCOLA, VAN BUREN
 AND WEXFORD COUNTIES:

GROUP 1.....	\$ 20.20	12.85
GROUP 2.....	\$ 20.33	12.85
GROUP 3.....	\$ 20.44	12.85
GROUP 4.....	\$ 20.51	12.85
GROUP 5.....	\$ 20.63	12.85
GROUP 6.....	\$ 17.85	12.85
GROUP 7.....	\$ 16.19	12.85

ZONE 5 - ALGER, BARAGA,
 CHIPPEWA, DELTA,
 DICKINSON, GOGEBIC,
 HOUGHTON, IRON,
 KEWEENAW, LUCE, MACKINAC,
 MARQUETTE, MENOMINEE,
 ONTONAGON AND SCHOOLCRAFT
 COUNTIES:

GROUP 1.....	\$ 20.51	12.85
GROUP 2.....	\$ 20.65	12.85

GROUP 3.....	\$ 20.78	12.85
GROUP 4.....	\$ 20.83	12.85
GROUP 5.....	\$ 20.88	12.85
GROUP 6.....	\$ 18.26	12.85
GROUP 7.....	\$ 16.37	12.85

SCOPE OF WORK:

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

OPEN CUT LABORER CLASSIFICATIONS

GROUP 1: Construction laborer

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

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

GROUP 4: Trench or excavating grade person

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

GROUP 6: Grouting man, audio-visual television operations and all other operations in connection with closed circuit television inspection, pipe cleaning and pipe relining work and the installation and repair of water service pipe and appurtenances

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

LAB00465-001 06/01/2017

LABORER: Highway, Bridge and Airport Construction

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

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

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

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

	Rates	Fringes
LABORER (AREA 1)		
GROUP 1.....	\$ 25.74	12.85
GROUP 2.....	\$ 25.87	12.85
GROUP 3.....	\$ 26.05	12.85
GROUP 4.....	\$ 26.13	12.85
GROUP 5.....	\$ 26.34	12.85
GROUP 6.....	\$ 26.64	12.85
LABORER (AREA 2)		
GROUP 1.....	\$ 23.67	12.85
GROUP 2.....	\$ 23.87	12.85
GROUP 3.....	\$ 24.11	12.85
GROUP 4.....	\$ 24.46	12.85
GROUP 5.....	\$ 24.33	12.85
GROUP 6.....	\$ 24.67	12.85
LABORER (AREA 3)		
GROUP 1.....	\$ 22.92	12.85
GROUP 2.....	\$ 23.13	12.85
GROUP 3.....	\$ 23.42	12.85
GROUP 4.....	\$ 23.86	12.85
GROUP 5.....	\$ 23.48	12.85
GROUP 6.....	\$ 23.91	12.85
LABORER (AREA 4)		
GROUP 1.....	\$ 22.94	12.85
GROUP 2.....	\$ 23.15	12.85
GROUP 3.....	\$ 23.44	12.85
GROUP 4.....	\$ 23.88	12.85
GROUP 5.....	\$ 23.50	12.85
GROUP 6.....	\$ 23.93	12.85

LABORER CLASSIFICATIONS

GROUP 1: Asphalt shoveler or loader; asphalt plant misc.; burlap person; yard person; dumper (wagon, truck, etc.); joint filling laborer; miscellaneous laborer; unskilled laborer; sprinkler laborer; form setting laborer; form stripper; pavement reinforcing; handling and placing (e.g., wire mesh, steel mats, dowel bars); mason's tender or bricklayer's tender on manholes; manhole builder;

headwalls, etc.; waterproofing,(other than buildings) seal coating and slurry mix, shoring, underpinning; pressure grouting; bridge pin and hanger removal; material recycling laborer; horizontal paver laborer (brick, concrete, clay, stone and asphalt); ground stabilization and modification laborer; grouting; waterblasting; top person; railroad track and trestle laborer; carpenters' tender; guard rail builders' tender; earth retention barrier and wall and M.S.E. wall installer's tender; highway and median installer's tender(including sound, retaining, and crash barriers); fence erector's tender; asphalt raker tender; sign installer; remote control operated equipment.

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

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

GROUP 4: Asphalt raker

GROUP 5: Pipe layers, oxy-gun

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

LAB01076-005 04/01/2017

MICHIGAN STATEWIDE

	Rates	Fringes
LABORER (DISTRIBUTION WORK)		
Zone 1.....	\$ 19.99	12.85
Zone 2.....	\$ 18.35	12.85
Zone 3.....	\$ 16.56	12.85
Zone 4.....	\$ 15.92	12.85
Zone 5.....	\$ 15.92	12.85

DISTRIBUTION WORK - The construction, installation, treating and reconditioning of distribution pipelines transporting coal, oil, gas or other similar materials, vapors or liquids, including pipelines within private property boundaries, up to and including the meter settings on residential, commercial, industrial, institutional, private and public structures. All work covering pumping stations and tank farms not covered by the Building Trades Agreement. Other distribution lines with the exception of sewer, water and cable television are included.

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

Zone 1 - Macomb, Oakland and Wayne

Zone 2 - Monroe and Washtenaw

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

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

Zone 5 - Remaining Counties in Michigan

PAIN0022-002 07/01/2008

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

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

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

PAIN0312-001 06/12/2014

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

	Rates	Fringes
PAINTER		
Brush and roller.....	\$ 21.75	11.94
Spray, Sandblast, Sign		
Painting.....	\$ 22.75	11.94

PAIN0845-003 05/21/2014

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

	Rates	Fringes
PAINTER.....	\$ 21.89	11.85

PAIN0845-015 05/21/2014		

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

	Rates	Fringes
PAINTER.....	\$ 21.89	11.85

PAIN0845-018 05/21/2014		

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

	Rates	Fringes
PAINTER.....	\$ 21.89	11.85

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

PAIN1011-003 06/05/2014

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

	Rates	Fringes
PAINTER.....	\$ 24.15	10.52

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

PAIN1474-002 06/01/2010

HURON COUNTY; LAPEER COUNTY (east of Hwy. M-53); ST. CLAIR,

SANILAC AND TUSCOLA COUNTIES:

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

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

 PAIN1803-003 06/01/2017

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

	Rates	Fringes
PAINTER		
Work performed on water, bridges over water or moving traffic, radio and powerline towers, elevated tanks, steeples, smoke stacks over 40 ft. of falling heights, recovery of lead-based paints and any work associated with industrial plants, except maintenance of industrial		
plants.....	\$ 25.10	13.85
All other work, including maintenance of industrial		
plant.....	\$ 23.68	13.85

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

 PLAS0514-001 06/01/2017

ZONE 1: GENESEE, LIVINGSTON, MACOMB, MONROE, OAKLAND, SAGINAW,

WASHTENAW AND WAYNE COUNTIES

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

	Rates	Fringes
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CEMENT MASON/CONCRETE FINISHER

ZONE 1.....	\$ 30.94	13.59
ZONE 2.....	\$ 29.44	13.59

PLUM0190-003 05/01/2015

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

	Rates	Fringes
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Plumber/Pipefitter - gas
distribution pipeline:

Welding in conjunction with gas distribution pipeline work.....	\$ 33.03	20.19
All other work:.....	\$ 24.19	12.28

* TEAM0007-004 06/01/2017

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

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

	Rates	Fringes
TRUCK DRIVER		
AREA 1		
Euclids, double bottoms and lowboys.....	\$ 25.05	.50 + a+b
Trucks under 8 cu. yds.....	\$ 24.80	.50 + a+b
Trucks, 8 cu. yds. and over.....	\$ 24.90	.50 + a+b
AREA 2		
Euclids, double bottomms and lowboys.....	\$ 24.895	.50 + a+b
Euclids, double bottoms and lowboys.....	\$ 25.15	.50 + a+b
Trucks under 8 cu. yds.....	\$ 24.90	.50 + a+b
Trucks, 8 cu. yds. and over.....	\$ 25.00	.50 + a+b

Footnote:

a. \$455.00 per week

b. \$64.40 daily

TEAM0247-004 04/01/2013

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

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

	Rates	Fringes
Sign Installer		
AREA 1		
GROUP 1.....	\$ 21.78	11.83
GROUP 2.....	\$ 25.27	11.8375
AREA 2		
GROUP 1.....	\$ 22.03	11.83
GROUP 2.....	\$ 25.02	11.8375

FOOTNOTE:

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

SIGN INSTALLER CLASSIFICATIONS:

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

GROUP 2: performs all miscellaneous labor, uses all hand and

power tools, and operates all other equipment, mobile or otherwise, required for the installation of highway and street signs

TEAM0247-010 04/01/2016

AREA 1: LAPEER AND SHIAWASSEE COUNTIES

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

	Rates	Fringes
TRUCK DRIVER (Underground construction)		
AREA 1		
GROUP 1.....	\$ 22.82	17.885
GROUP 2.....	\$ 22.91	17.885
GROUP 3.....	\$ 23.12	17.885
AREA 2		
GROUP 1.....	\$ 23.12	17.885
GROUP 2.....	\$ 23.26	17.885
GROUP 3.....	\$ 23.00	405.90/wk+59.50/day

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

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

TRUCK DRIVER CLASSIFICATIONS

GROUP 1: Truck driver on all trucks (EXCEPT dump trucks of 8 cubic yards capacity or over, pole trailers, semis, low boys, Euclid, double bottom and fuel trucks)

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

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

SUMI2002-001 05/01/2002

	Rates	Fringes
Flag Person.....	\$ 10.10	0.00
LINE PROTECTOR (ZONE 1: GENESEE, MACOMB, MONROE, OAKLAND, WASHTENAW AND WAYNE)....	\$ 18.98	12.17

LINE PROTECTOR (ZONE 2:
STATEWIDE (EXCLUDING GENESEE,
MACOMB, MONROE, OAKLAND,

WASHTENAW AND WAYNE).....	\$ 17.14	12.17
Pavement Marking Machine (ZONE 1: GENESEE, MACOMB, MONROE, OAKLAND, WASHTENAW AND WAYNE COUNTIES)		
Group 1.....	\$ 24.89	12.17
Pavement Marking Machine (ZONE 1: GENESEE, MACOMB, MONROE, OAKLAND, WASHTENAW AND WAYNE)		
Group 2.....	\$ 22.40	12.17
Pavement Marking Machine (ZONE 2: STATEWIDE (EXCLUDING GENESEE, MACOMB, MONROE, OAKLAND, WASHTENAW AND WAYNE COUNTIES)		
Group 1.....	\$ 22.89	12.17
Pavement Marking Machine (ZONE 2: STATEWIDE (EXCLUDING GENESEE, MACOMB, MONROE, OAKLAND, WASHTENAW AND WAYNE)		
Group 2.....	\$ 20.60	12.17

WORK CLASSIFICATIONS:

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

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

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

WELDERS - Receive rate prescribed for craft performing
operation to which welding is incidental.

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Note: Executive Order (EO) 13706, Establishing Paid Sick Leave
for Federal Contractors applies to all contracts subject to the
Davis-Bacon Act for which the contract is awarded (and any
solicitation was issued) on or after January 1, 2017. If this
contract is covered by the EO, the contractor must provide
employees with 1 hour of paid sick leave for every 30 hours
they work, up to 56 hours of paid sick leave each year.
Employees must be permitted to use paid sick leave for their
own illness, injury or other health-related needs, including
preventive care; to assist a family member (or person who is
like family to the employee) who is ill, injured, or has other
health-related needs, including preventive care; or for reasons

resulting from, or to assist a family member (or person who is like family to the employee) who is a victim of, domestic violence, sexual assault, or stalking. Additional information on contractor requirements and worker protections under the EO is available at www.dol.gov/whd/govcontracts.

Unlisted classifications needed for work not included within the scope of the classifications listed may be added after award only as provided in the labor standards contract clauses (29CFR 5.5 (a) (1) (ii)).

The body of each wage determination lists the classification and wage rates that have been found to be prevailing for the cited type(s) of construction in the area covered by the wage determination. The classifications are listed in alphabetical order of "identifiers" that indicate whether the particular rate is a union rate (current union negotiated rate for local), a survey rate (weighted average rate) or a union average rate (weighted union average rate).

Union Rate Identifiers

A four letter classification abbreviation identifier enclosed in dotted lines beginning with characters other than "SU" or "UAVG" denotes that the union classification and rate were prevailing for that classification in the survey. Example: PLUM0198-005 07/01/2014. PLUM is an abbreviation identifier of the union which prevailed in the survey for this classification, which in this example would be Plumbers. 0198 indicates the local union number or district council number where applicable, i.e., Plumbers Local 0198. The next number, 005 in the example, is an internal number used in processing the wage determination. 07/01/2014 is the effective date of the most current negotiated rate, which in this example is July 1, 2014.

Union prevailing wage rates are updated to reflect all rate changes in the collective bargaining agreement (CBA) governing this classification and rate.

Survey Rate Identifiers

Classifications listed under the "SU" identifier indicate that no one rate prevailed for this classification in the survey and the published rate is derived by computing a weighted average rate based on all the rates reported in the survey for that classification. As this weighted average rate includes all rates reported in the survey, it may include both union and non-union rates. Example: SULA2012-007 5/13/2014. SU indicates the rates are survey rates based on a weighted average calculation of rates and are not majority rates. LA indicates the State of Louisiana. 2012 is the year of survey on which these classifications and rates are based. The next number, 007 in the example, is an internal number used in producing the wage determination. 5/13/2014 indicates the survey completion date for the classifications and rates under that identifier.

Survey wage rates are not updated and remain in effect until a new survey is conducted.

Union Average Rate Identifiers

Classification(s) listed under the UAVG identifier indicate that no single majority rate prevailed for those classifications; however, 100% of the data reported for the classifications was union data. EXAMPLE: UAVG-OH-0010 08/29/2014. UAVG indicates that the rate is a weighted union average rate. OH indicates the state. The next number, 0010 in the example, is an internal number used in producing the wage determination. 08/29/2014 indicates the survey completion date for the classifications and rates under that identifier.

A UAVG rate will be updated once a year, usually in January of each year, to reflect a weighted average of the current negotiated/CBA rate of the union locals from which the rate is based.

WAGE DETERMINATION APPEALS PROCESS

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

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

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

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

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

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

Wage and Hour Administrator
U.S. Department of Labor
200 Constitution Avenue, N.W.
Washington, DC 20210

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

3.) If the decision of the Administrator is not favorable, an

interested party may appeal directly to the Administrative Review Board (formerly the Wage Appeals Board). Write to:

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

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

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END OF GENERAL DECISION