

**FORM OF AGREEMENT**

**CONSTRUCTION SERVICES AGREEMENT**

**BETWEEN**

**THE WAYNE COUNTY AIRPORT AUTHORITY**

**AND**

**[REDACTED]**

**FOR**

**R565 FIRE STATION #2 PARKING LOT RECONSTRUCTION**

**AT DETROIT METROPOLITAN WAYNE COUNTY AIRPORT**

**SOLICITATION NO. 220537**

**CONTRACT NO. [REDACTED]**

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## LIST OF EXHIBITS

<b>Exhibit CD</b>	<b>List of Contract Documents</b>
<b>Exhibit SCH</b>	<b>Schedule Requirements</b>
<b>Exhibit SCD</b>	<b>List of Site Conditions Documents</b>
<b>Exhibit PA</b>	<b>List of Project Approvals and Other Requirements Affecting the Work</b>
<b>Exhibit RSP</b>	<b>Required Subcontract Provisions</b>
<b>Exhibit KPS</b>	<b>Key Project Staff</b>
<b>Exhibit ALT</b>	<b>Alternates</b>
<b>Exhibit OPT</b>	<b>Options</b>
<b>Exhibit PWR</b>	<b>Prevailing Wage Requirements</b>
<b>Exhibit ALL</b>	<b>Allowances</b>
<b>Exhibit UNIT</b>	<b>Unit Prices</b>

## CONSTRUCTION SERVICES AGREEMENT

This Construction Services Agreement ("Agreement") is made as of the [REDACTED] day of [REDACTED], 2022, by and between the **Wayne County Airport Authority**, a public body corporate, with principal offices located at the Detroit Metropolitan Wayne County Airport, 11050 Rogell Drive, Building #602, Detroit, Michigan 48242 (the "Airport Authority or the "Authority"), [REDACTED], a [REDACTED] company, with offices located at [REDACTED] (the "Contractor"). The Airport Authority and the Contractor may hereinafter be referred to individually as a "Party" or collectively as the "Parties."

### RECITALS

A. Pursuant to the Michigan Aeronautics Code, specifically the Public Airport Authority Act, MCL 259.108 – 259.125c, the Airport Authority has operational jurisdiction of the Detroit Metropolitan Wayne County Airport located in Romulus, Michigan (hereinafter referred to as the "Airport"), and the Airport Authority has full operational jurisdiction over the Airport, with the power to lease lands and grant privileges;

B. The Airport Authority requires construction services for reconstructing the west concrete parking lot of Fire Station #2 at Detroit Metropolitan Wayne County Airport, as more particularly described in Request for Bids No. 220537 ("RFB"), which is incorporated herein by reference;

C. The Contractor desires to perform such construction services, and represents and warrants that it possesses the necessary professional and technical qualifications and capabilities to perform the same.

In consideration of the mutual agreements and obligations of the Parties set forth below, the Airport Authority and the Contractor hereby agree as follows:

### ARTICLE 1

#### PROJECT; CONTRACT DOCUMENTS

##### 1.1 PROJECT; WORK

The Airport Authority is reconstructing the west concrete parking lot of Fire Station #2 at Detroit Metropolitan Wayne County Airport, and all other Work as shown in or required by the RFB and the Contract Documents (hereinafter collectively known as the "Project"). The work to be performed under this Agreement includes any and all labor, materials, equipment, supervision, coordination, mobilization, demobilization, delivery charges, insurance, bonds, taxes, costs and other construction services necessary or appropriate for the construction of the Project and other necessary services and costs (the "Work") to complete the Project as required by the Contract Documents. The Work is described in the Contract Documents hereafter referred to.

## **1.2 CONTRACT DOCUMENTS**

The “Contract Documents” consist of this Agreement, the Exhibits attached hereto and made a part hereof, the General Terms and Conditions (“General Conditions”), the documents listed in **Exhibit CD**, the bonds delivered by the Contractor as required by the Contract Documents, Notice(s) to Proceed issued by the Airport Authority, all other documents which are listed in **Exhibit CD** or are defined herein or in the General Conditions as being Contract Documents, and Change Orders and other Modifications issued after execution of this Agreement. These documents form the entire agreement between the Parties and all such documents are as fully a part of the Contract Documents as if attached to this Agreement or repeated in full herein. An enumeration of the Contract Documents, other than Modifications issued after execution of this Agreement, appears in **Exhibit CD**. Terms used herein which are not defined in this Agreement shall have the meanings assigned to them in the General Conditions. The Recitals stated above are incorporated into the Agreement by reference as if fully restated herein. To the extent of any inconsistency, ambiguity and/or conflict between the documents listed in **Exhibit CD** and this Agreement, the Airport Authority is vested with the sole and absolute discretion to decide all ambiguities.

## **ARTICLE 2**

### **CONTRACTOR’S RESPONSIBILITIES**

#### **2.1 GENERAL**

**2.1.1** The Contractor shall perform the Work and services as described in the Contract Documents, and in full conformity with the requirements set forth or referred to in the RFB. The Contractor covenants with the Airport Authority to cooperate at all times in good faith with the Airport Authority, the Airport Authority’s consultants and other representatives, the architect, engineer or other design professional(s) employed or engaged by the Airport Authority in connection with the Work (the “Designer,” which term shall include the Designer’s subconsultants as appropriate) and any other design professionals or other persons or entities engaged or employed by the Airport Authority in connection with the Work or the Project, and to utilize the Contractor’s best skill, efforts and judgment in furthering the interests of the Airport Authority; to furnish efficient business administration and supervision; to furnish at all times an adequate supply of workers and materials; and, consistent with the requirements of the Contract Documents, to perform the Work in the best way and most expeditious manner consistent with the interests of the Airport Authority. The Contractor, in performing the Work required under this Agreement, is an independent contractor and is not an agent or employee of, or a joint venturer with, the Airport Authority.

**2.1.2** The Contractor represents that it is experienced and skilled in construction of projects of the type, magnitude and complexity described in the Contract Documents, that it is familiar with the special problems, conditions and requirements of construction of the type required for the Project and to be performed on or about the Willow Run Airport, and in the location of the Site (as hereinafter defined), and that it will furnish the

Work complete and fully operable and useable, as indicated by and reasonably inferable from the Contract Documents.

**2.1.3** The Contractor represents that it is entering into subcontracts with skilled subcontractors experienced with similar projects as the type, magnitude and complexity described in the Contract Documents. The Subcontractors must agree to be bound by the same terms and conditions as those binding the Contractor. Additional requirements in the subcontracting provisions are presented in **Exhibit RSP**.

**2.1.4** The Contractor hereby represents and warrants to the Airport Authority that it is licensed to engage in the general construction business in the State of Michigan, and is in compliance with all applicable governmental laws and regulations relating thereto.

**2.1.5 SBE Participation:** The Contractor understands that it is the policy of the Airport Authority that Certified SBEs should have the maximum practical opportunity to participate in the performance of contracts at the Airport. Accordingly, during the Term of this Agreement, the Contractor commits and agrees to Certified SBE (defined below) participation of at least [25%] in the goods or services provided under this Agreement (the "Certified SBE Commitment").

The Contractor hereby agrees, for the Term of this Agreement, to either (i) meet the Certified SBE Commitment or (ii) demonstrate that it has made all reasonable efforts to meet the Certified SBE Commitment, including all necessary and reasonable steps the Contractor takes to achieve the Certified SBE Commitment. Certified SBE participation toward the Certified SBE Commitment shall be measured as the total value of any goods or services provided by Certified SBEs under this Agreement, inclusive of all amendments, modifications and change orders. The Certified SBE Commitment may be met by the Contractor's status as a Certified SBE, by joint venture with one or more Certified SBEs, by subcontracting a portion of the Agreement to one or more Certified SBEs, by purchasing materials used in the performance of the Agreement from one or more Certified SBEs, or by any combination of the foregoing. The Contractor's failure to meet the Certified SBE Commitment or to provide the Airport Authority with sufficient documentation of the Contractor's reasonable efforts to meet the Certified SBE commitment shall be sufficient cause for the Airport Authority to terminate this Agreement. If the Contractor has not met the Certified SBE Commitment, the Airport Authority has sole and absolute discretion to determine whether the Contractor has made all reasonable efforts to meet the Certified SBE Commitment. The Contractor must use any such forms as are required and made available by the Airport Authority to demonstrate that the Contractor has either met the Certified SBE Commitment or made all reasonable efforts to meet the Certified SBE Commitment.

The Contractor may neither terminate a Certified SBE, reduce the scope of work to be performed by a Certified SBE, nor decrease the payment to a Certified SBE, without in each instance (i) having just cause (termination for convenience is not permissible); (ii) making all reasonable efforts to find another Certified SBE subcontractor to substitute for the original Certified SBE (these reasonable efforts must be directed at finding another Certified SBE to perform at least the same amount of work or service under the

Agreement as the Certified SBE that was terminated, to the extent needed to meet the Contractor's Certified SBE participation commitment); and (iii) receiving the prior written approval of the Airport Authority's Chief Executive Officer or their designee in all instances.

For purposes of this Agreement, a Certified SBE is a business that qualifies as a "Certified SBE" under the Airport Authority's Procurement and Contracting Ordinance. Any waiver, inadvertent or otherwise, of this Section by the Airport Authority shall not be deemed to be a waiver for the remainder of the Term of this Agreement and shall not prohibit the Airport Authority from enforcing this Section with regard to subsequent defaults by the Contractor.

## **2.2 Schedule**

**2.2.1 Substantial Completion and Final Completion.** The Contractor shall achieve Substantial Completion (as defined in the General Conditions) of the Work, as further provided in Paragraph 8.6 of the General Conditions and other applicable provisions of the Contract Documents, no later than the permitted calendar days set forth in **Exhibit SCH**, and after the Airport Authority's issuance of any Notice To Proceed (the "Substantial Completion Date"), subject to adjustments in the Construction Duration, if any, approved by the Airport Authority in accordance with the Contract Documents. In addition, the Contractor shall perform the Work in accordance with all schedule requirements set forth in **Exhibit SCH**, including without limitation any specified milestone dates or dates for Substantial Completion or Final Completion of phases or portions of the Work, and any special requirements for achieving Substantial Completion set forth therein. As used in the Contract Documents, the terms "Substantial Completion" and "Substantial Completion Date" shall be deemed to refer to Substantial Completion of, or the Substantial Completion Date for, the entire Work and any phase or portion of the Work for which a Substantial Completion date is stated above or in **Exhibit SCH**, severally or collectively as the context may require. The period of time from the effective date of the Notice to Proceed given to the Contractor in accordance with the Contract Documents to the Substantial Completion Date, for the entire Work or a designated phase or portion thereof, as applicable, together with any valid extensions thereof approved by the Airport Authority in accordance with the Contract Documents, is referred to in the Contract Documents as the "Construction Duration." If more than one Notice to Proceed is given to the Contractor, the Construction Duration shall commence with the first Notice to Proceed issued, unless otherwise specified in such notice. The Contractor shall achieve Final Completion of the Work, as defined in Paragraph 8.7 of the General Conditions and other provisions of the Contract Documents, no later than ninety (90) days after Substantial Completion of the Work.

**2.2.2 Time of the Essence.** The Contractor understands and agrees that the times for Substantial Completion of the Work (or designated portions thereof) and Final Completion of the Work as provided in the Contract Documents are essential conditions of the Contract Documents. Further, wherever a maximum period of time is specified in the Contract Documents for the giving of notice by the Contractor of a change in the

Work or other claim, or for any grace or cure period, it is agreed that time is of the essence with respect to each period of time so specified. Where in accordance with the Contract Documents an extended or additional time is allowed for Substantial Completion of the Work (or a portion thereof) or Final Completion of the Work, or for the giving of any such notice, or for any such grace or cure period, the new time fixed by such extension shall be of the essence of the Contract Documents. It is understood and agreed that the Construction Duration and other times for the completion of Work or giving of notice specified in the Contract Documents are reasonable times for the same taking into consideration the special conditions and problems inherent in performing the Work. If the Contractor shall neglect, fail or refuse to achieve Substantial Completion of the Work (or a designated portion thereof) within the Construction Duration, as adjusted in accordance with the provisions of the Contract Documents, the Contractor and the Contractor's surety shall be responsible and liable for the Airport Authority's damages arising from such delay.

**2.2.3 Liquidated Damages:** If the Contractor shall neglect, fail or refuse to achieve Substantial Completion of the Work on or prior to the Substantial Completion Date or Final Completion of the Work on or prior to the Final Completion Date, as specified in and adjusted in accordance with the provisions of the Contract Documents, the Contractor and the Contractor's surety agree, as a part of the consideration for the execution of this Agreement by the Airport Authority, to pay the Airport Authority the following amounts for failure to meet the project milestones:

- A. Liquidated damages for failure to meet the Substantial Completion date shall be \$1,000.00 per Calendar day starting on the required date of Substantial Completion until Substantial Completion is achieved.
- B. Liquidated damages for failure to meet the Final Completion date shall be \$500.00 per Calendar day starting on the required date of Final Completion until Final Completion is achieved.

Notwithstanding anything to the contrary herein, the assessment of liquidated damages are not the Airport Authority's sole and exclusive remedy in the event the Contractor fails to achieve Substantial and/or Final Completion the Work by the Completion Dates.

**2.2.4** In addition to and without limitation of Section 2.2.3 above, if the Contractor shall not have achieved Final Completion of the Work (including all so-called punch-list work) by dates established in the Contract Documents, for any reason, and the Airport Authority nevertheless elects to take occupancy or commence use of the Work or any portion thereof, then, at the Airport Authority's option, the Contractor shall thereafter be required to restrict performance of the Work, or designated portions of the Work, to second or third shift hours. In addition, to the extent the Contractor performs Work during a period in which the completed facility is in use, the Contractor shall be responsible for special cleaning of all Work areas and other areas of the completed facility affected by the Contractor's performance of the Work, such special cleaning to be performed after every Work period unless otherwise directed by the Airport Authority, and if such special cleaning is not adequately performed as determined by the Airport

Authority, the Contractor shall be responsible for the cost of additional custodial services incurred by the Airport Authority to clean up after the Contractor's Work.

## **2.3 SITE**

**2.3.1 Site.** The Project will be constructed on the site (the "Site") described in the Contract Documents. If the Contract Documents indicate specific areas for the Work, the Contractor shall restrict its activities, including moving and storage of materials and equipment, to such indicated areas. The Contractor understands that the Airport Authority may make changes to the boundaries of the Site indicated in the Contract Documents, or Work areas indicated in other materials made available to the Contractor. The Contractor understands and agrees substantial portions of the Site are currently occupied and used by tenants of the Airport Authority, and said tenants will continue to operate on and around the Project Site during Contractor's Work. The Contractor will coordinate its Work so as not to interfere with the Airport Authority's tenants' ongoing business operations. The Contractor shall make no claim arising from or related to the Airport Authority's tenants' operations on or use of the Site.

**2.3.2 Site Conditions Documents.** The Contractor hereby confirms that it has received and carefully reviewed the surveys, reports and documents provided by the Airport Authority or otherwise available to the Contractor. Such documents, together with all additional surveys, reports, plans, studies, tests, information and other documents relating to utilities and subsurface and other conditions affecting or relating to the performance of the Work that may be delivered or made available to the Contractor after the date of this Agreement, are referred to collectively as the "Site Conditions Documents." Site Conditions Documents are not Contract Documents, unless they are specifically identified as Contract Documents elsewhere in the Contract Documents. The Contractor further confirms that it has carefully examined the Site and local conditions and has carefully studied and compared and will carefully study and compare the Site Conditions Documents with each other and with conditions at the Site. Certain information reflected in the Site Conditions Documents is based upon limited information furnished to the Airport Authority and the Designer by other public agencies, utility companies, other consultants and contractors and other parties, and neither the Designer nor the Airport Authority warrants or guarantees the accuracy or completeness thereof. If differing site conditions (as defined in the General Conditions) are discovered during the progress of the Work, the Contractor may request an equitable adjustment in the Contract Sum and/or Construction Duration as provided in the General Conditions, subject, however, to the provisions of this Section and other applicable provisions of the Contract Documents.

### **2.3.3 Related Work.**

**2.3.3.1** The Airport Authority may engage separate contractors to perform work as a part of or related to the Project ("Related Work"). The Contractor shall cooperate and coordinate with any such separate contractors, as provided in this section and in the General Conditions. If determined appropriate by the Airport Authority, a separate contractor shall have the right to monitor the construction of the Work, and the

Contractor shall meet with such separate contractor at such times as the Contractor or such separate contractor deem appropriate, and the Contractor shall provide access to and accommodate representatives of such separate contractor to permit such representatives to observe the Work. If determined appropriate by the Airport Authority, the Contractor shall have the right to monitor the construction of the Related Work. The Contractor shall notify the Airport Authority immediately of any conflicts, gaps, omissions, inconsistencies, incompatibilities, delays, deficiencies or other adverse impacts (collectively, "Conflicts") which the Contractor discovers or observes at any time between or with respect to the design and/or construction of the Work and the design and/or construction of any Related Work. Such notice shall be given by the most expedient method available, with written confirmation delivered within five days after the Contractor observes or discovers such Conflict.

**2.3.3.2** The Contractor shall make no claim against the Airport Authority for additional compensation, damages, delay or otherwise, nor raise any defense in a claim brought by the Airport Authority, based on any Conflict between the design and/or construction of the Work and the design and/or construction of any Related Work, or based on any other condition of or relating to the Related Work that renders it more difficult or costly to construct the Work, and no such Conflict or other condition shall be considered a differing site condition as defined in the General Conditions. The Contractor's waiver of claims and defenses provided in the preceding sentence shall not apply, however, to any Conflict or condition as to which notice was given by the Contractor to the Airport Authority as provided above, and the Conflict or condition was not resolved by the Airport Authority or the separate contractor.

**2.3.3.3** In construction of the Work, the Contractor shall make allowances in its schedule and budget for coordination of its Work with Related Work. If the Work to be performed by the Contractor and the Related Work are integrated and inter-dependent, the Contractor agrees (i) to use its best efforts to coordinate its Work with the Related Work, and to enable such separate contractor(s) to effectively coordinate the Related Work with the Contractor's Work, (ii) to accommodate schedule changes reasonably requested by such separate contractor(s) to the extent possible without causing undue disruption to the Contractor's own schedule, and to consider potential impacts on such separate contractor(s) when making adjustments to its own schedule, and (iii) in the event of schedule conflicts or other disputes between the Contractor and such separate contractor(s), to work diligently and in good faith with the Airport Authority and such separate contractor(s) to resolve such conflicts or disputes promptly and fairly. If either the Contractor or any such separate contractor incurs additional costs as a result of failure of the other party to perform the Work or Related Work in a timely manner and provide access to work zone(s) in accordance with the Airport Authority-approved master schedule (as it may be revised from time to time by agreement of all Parties), such additional costs shall be borne by the responsible party.

## **2.4 PROJECT APPROVALS**

**2.4.1** The Airport Authority shall be responsible for obtaining those Project Approvals (as defined in the General Conditions) specifically identified in **Exhibit PA** as being the

responsibility of the Airport Authority. The Contractor shall assist and cooperate with the Airport Authority in connection with obtaining such Project Approvals. The Contractor shall be responsible for obtaining all other Project Approvals, including but not limited to those Project Approvals identified in **Exhibit PA**, as provided in Paragraph 3.5 of the General Conditions.

**2.4.2** Without limiting the Contractor's obligations under other provisions of the Contract Documents, the Contractor agrees that, in performing the Work, it shall comply at all times and in all respects with the requirements of Applicable Laws, as defined in the General Conditions, and with the terms and conditions and other requirements of the Project Approvals and all other mitigation agreements and other agreements, plans and undertakings now or hereafter made, obtained or entered into by the Airport Authority with respect to the Project, including those listed on **Exhibit PA**. **Exhibit PA** has been prepared for convenience of reference only, and the Parties recognize that **Exhibit PA** may not contain a complete listing or precise descriptions of all permit requirements or other agreements. In the event of any inconsistency, omission or discrepancy between the descriptions of or other information concerning the permit requirements contained in **Exhibit PA** and the requirements and conditions contained in the Project Approvals, the Project Approvals shall govern.

## **2.5 PRECONSTRUCTION SUBMISSIONS**

**2.5.1** Within ten (10) days after the Airport Authority issues any Notice to Proceed, the Contractor shall submit to the Airport Authority and the Designer for review:

- .1 a preliminary progress schedule as provided in Subparagraph 7.2.1 of the General Conditions;
- .2 a preliminary schedule of submittals as provided in Subparagraph 3.9.2 of the General Conditions;
- .3 a preliminary schedule of values for the Work as provided in Paragraph 8.1 of the General Conditions.

**2.5.2** Promptly upon submission by the Contractor of the schedules referred to in Section 2.5.1 above, the Contractor shall meet with the Airport Authority and the Designer to review such schedules. The Contractor shall, within five (5) days after such meeting, make corrections and adjustments to such schedules to incorporate the comments and directions of the Airport Authority and the Designer and resubmit all such schedules. No progress payment shall be made to the Contractor until each of such schedules is acceptable to the Airport Authority.

**2.5.3** Within ten (10) days after the Airport Authority's written notification of award to the Contractor, the Contractor shall deliver to the Airport Authority, with copies to each Additional Insured identified in the Contract Documents, certificates of insurance and such other evidence of insurance as the Airport Authority or any such Additional Insured may reasonably request, for all insurance which the Contractor is required to purchase and maintain in accordance with Article 10 of the General Terms and Conditions.

Providing certificates of insurance is a condition precedent to the issuance of any Notice to Proceed.

**2.5.4** Within ten (10) days after the Airport Authority's written notification of award to the Contractor, the Contractor shall deliver to the Airport Authority a Performance Bond and a Labor and Material Payment Bond in accordance with Article 10 of the General Terms and Conditions. Providing a Performance Bond and a Labor and Material Payment Bond is a condition precedent to the issuance of any Notice to Proceed.

**2.5.5** Within thirty (30) days after the date of this Agreement, the Contractor shall deliver to the Airport Authority a site-specific health and safety plan. The site-specific safety plan is subject to the review of the Airport Authority, but the Contractor shall be solely responsible for all aspects of safety. The site-specific health and safety plan must be approved by the Airport Authority prior to the commencement of any work on the site.

## **2.6 PROJECT LABOR HARMONY**

**2.6.1** The Contractor shall be responsible for overall management of labor relations in connection with the Work. The Contractor shall manage the Subcontractors and shall be ultimately responsible to ensure that there are no strikes, picketing, work stoppages, slowdowns or other disruptive activities by any unions or employees that affect the prosecution of the Work.

## **2.7 MONTHLY PROGRESS REPORTS**

On or about the fifteenth (15th) day of each month, or as otherwise directed by the Airport Authority, the Contractor shall furnish to the Airport Authority a Monthly Progress Report for the preceding month, in form and substance acceptable to the Airport Authority, containing, without limitation, the following information:

- (a) Executive summary;
- (b) Project status overview including, without limitation, the following:
  - (i) Progress report by division of work or area;
  - (ii) Quality control/quality assurance report;
  - (iii) Safety and loss control report;
  - (iv) Request for Information (RFI) report; and
  - (v) Submittal status report/updated submittal schedule.
- (c) Progress photographs
- (d) Project schedule update including the following:
  - (i) Summary Schedule (progress bar chart);
  - (ii) Progress Schedule Update; and
  - (iii) Work plan schedule for the pending period.

- (e) Changes and claims update including the following:
  - (i) List of outstanding Change Orders; and
  - (ii) List and status of outstanding Change Proposal requests and Contractor Change Requests, and any other potential changes, claims or disputes or other outstanding issues or information required from the Airport Authority.

## **2.8 CONTRACTOR'S ORGANIZATION AND STAFF**

**2.8.1** The Contractor shall establish an organization including lines of authority and communication as necessary to organize and direct the complete construction of the Work and carry out all requirements of the Contract Documents. A listing of certain of the Contractor's key staff is set forth on **Exhibit KPS** attached hereto. Any additional key staff of the Contractor (i.e., staff who will have primary responsibility for a significant portion or aspect of the services to be provided by the Contractor under the Contract Documents, or who are otherwise designated as key staff by the Airport Authority) shall be subject to the Airport Authority's Chief Executive Officer's or his/her authorized designee's prior written approval, and upon such approval shall be considered key staff for purposes of this Agreement. All key staff shall be available for and shall perform the responsibilities assigned to such staff throughout the construction of the Project. If key personnel and subcontractors are not available for work under the contract for a continuous period exceeding thirty (30) calendar days, or are expected to devote substantially less effort to the work than initially anticipated, the Contractor shall immediately notify the Airport Authority, and shall, subject to the written approval of the Airport Authority, replace such key personnel with personnel of substantially equal ability and qualifications.

**2.8.2** No substitution of any assigned and approved key staff or subcontractors shall be made by the Contractor without the prior written consent of the Airport Authority, through its Chief Executive Officer, or his/her authorized designee. Before any such substitution is made, the Contractor shall submit to the Airport Authority the qualifications of any proposed replacement. The removal or replacement, without the Airport Authority's Chief Executive Officer's, or his/her authorized designee consent, of any of the key staff listed in **Exhibit KPS** (or subsequently approved) or subcontractors, other than as a result of disability, death or bona fide retirement or termination of employment, shall constitute a material breach of the Contract Documents.

**2.8.3** The Airport Authority may require replacement of any member of the Contractor's key staff or subcontractor with or without cause, and may require increased levels of staffing by the Contractor, at no increase in the Contract Sum, if necessary to achieve proper production, management, administration or superintendence, or if otherwise necessary to maintain the quality of the Work and progress in accordance with the Project Schedule. By executing this Agreement, the Contractor certifies that the Contractor and each member of its key staff, including subcontractors, comply with all licensing, registration and other requirements applicable to the Contractor and the performance of its services hereunder pursuant to Applicable Laws. The Airport Authority shall have the right to require the Contractor or any Subcontractor to remove

or replace any on-site personnel (whether or not designated as one of the key personnel) who violate Airport Authority policies or work rules or who the Authority otherwise finds objectionable with other personnel approved by the Airport Authority.

## ARTICLE 3

### COMPENSATION TO THE CONTRACTOR

#### 3.1 CONTRACT SUM

**3.1.1** Any and all of the Contractor's costs and expenses to perform the Work, included but not limited general conditions costs, mobilization, demobilization, supervision, insurance, taxes, bonds, labor, supervision, equipment, fuel, subcontracts, and the like, are included in the Contract Unit Price set forth in the Contractor's Proposal, it being agreed and understood the Contractor's total compensation under the Contract Documents is the actual quantity of the item (as properly documented) multiplied by the applicable Contract Unit Price set forth in the Contract Documents. The total amount due and payable by the Airport Authority to the Contractor under the Contract Documents shall be known as the "Contract Sum." The Airport Authority shall pay to the Contractor, in consideration for the Contractor's proper performance and completion of the Work, and in accordance with and subject to the applicable provisions of the Contract Documents, the not-to-exceed Contract Sum of \$ [REDACTED]. Any and all cost savings on the Project shall immediately accrue solely to the Airport Authority. To the extent the proper completion of the Work as required by the Contract Documents results in costs in excess of the Contract Sum, the Contractor shall be solely responsible for any and all risks, costs and liabilities in excess of the Contract Sum unless such additional costs, risk and liabilities are permitted in strict accordance with the Contract Documents.

**3.1.1.1** All wages on the Project are subject to the Wayne County Airport Authority's Prevailing Wage Requirements (**Exhibit PWR**).

**3.1.2** Alternates. If the Airport Authority elects to accept any Alternate, the Contract Sum shall be adjusted by Change Order in the amount of the Alternate Price (set forth on **Exhibit ALT**) stated for such Alternate, without any increase in the Construction Duration, unless otherwise specified in **Exhibit ALT**. Each Alternate Price represents the total net adjustment in the Contract Sum, including all credits, direct and indirect costs, fees, profit and overhead, to be made if the Airport Authority elects such Alternate.

**3.1.3** Options. The Airport Authority may elect Options as set forth on **Exhibit OPT**, if any.

**3.1.4** Allowances. The Allowances listed in Exhibit ALL (which shall be the Unit Rate Sheets included in the RFB documents) are included in the Contract Sum. Whenever the actual cost attributable to the Allowance item is more or less than the Allowance amount stated in Exhibit ALL, the Contract Sum shall be adjusted by Change Order in

accordance with the provisions of Article 11 of the General Conditions. The amount of such Change Order shall be the difference between the costs and other amounts included in the particular Allowance item (as set forth in Exhibit ALL) actually incurred by the Contractor and the stated Allowance amount.

**3.1.5 Unit Prices.** Unit price items and estimated quantities therefor, as provided by the Contractor in the Contract Documents include all costs for furnishing and installing the estimated quantity of each such item as stated, including all indirect costs, overhead, taxes, fees and profit. Subject to the provisions of Paragraph 11.8 of the General Conditions, if the quantity of any such unit price item as actually and properly furnished by the Contractor differs from the estimated quantity for such item as set forth herein, the Contract Sum may be adjusted by Change Order based upon the actual required quantity of such item and the applicable unit price as specified. The unit prices specified shall be applicable to both increases and decreases in the Contract Sum on an equal basis.

### **3.2 CHANGES IN THE WORK**

The Airport Authority may make changes in the Work when the Airport Authority considers it to be necessary or desirable, as further provided in Article 11 of the General Conditions. The Contractor may be compensated on account of changes in the Work in accordance with Article 11 of the General Conditions. Notwithstanding anything herein to the contrary, all changes in the Work shall be based upon approved Change Orders prepared in accordance with the requirements of the Contract Documents.

### **3.3 RETAINAGE**

All payments on account of the Contract Sum shall be subject to retainage as provided in Paragraph 8.3 of the General Conditions.

## **ARTICLE 4**

### **MISCELLANEOUS PROVISIONS**

#### **4.1 NOTICE**

All notices, consents, requests, approvals, instructions and other communications provided for in the Contract Documents shall be in writing and shall be deemed sufficiently given if (a) delivered personally, (b) delivered by overnight courier service (such as U.S. Postal Service Express Mail, Federal Express, DHL or other similar courier services) providing evidence of receipt, or (c) placed in the United States mail, registered or certified, postage prepaid (in which event such notice shall be deemed to have been received two days after being placed in the United States mail). All notices shall be addressed as follows:

If to the Airport Authority: Wayne County Airport Authority  
Detroit Metropolitan Wayne County Airport  
11050 Rogell Drive, Building #602

Detroit, Michigan 48242  
Attention: Chief Executive Officer  
[Contract.notices@wcaa.us](mailto:Contract.notices@wcaa.us)

**If to the Contractor:**

Invoices for payment shall be directed to: [AP@wcaa.us](mailto:AP@wcaa.us) and with a copy to the Facilities, Design & Construction Department at the Airport Authority

Either Party may change its mailing address by giving 15 days' prior written notice to the other Party in the manner specified above. In the event of an emergency, notices and other communications shall be given in the most expedient manner possible in the circumstances, followed by written notice as provided above. The fact that any specific matter is discussed at a Project meeting and such discussion or any resulting decision appears in the written minutes of the Project meeting shall not constitute the giving of notice with respect to such matter to any person or Party for purposes hereof.

#### **4.2 AUTHORITY REPRESENTATIVES**

No representative of the Airport Authority nor any Board Member, director, officer, agent, consultant or employee thereof (including the Authority's Representative) shall be charged personally by the Contractor with any liability or held liable to it under any term or provision of the Contract Documents, or because of its execution or attempted execution of the Contract Documents, or because of any breach of the Contract Documents.

#### **4.3 EXECUTION OF COUNTERPARTS**

This Agreement may be executed in several counterparts, each of which shall be an original and all of which shall constitute one and the same instrument and any of the Parties hereto may execute this Agreement by signing any such counterpart.

#### **4.4 EXHIBITS**

The following Exhibits are attached to and incorporated in this Agreement. Terms used in the exhibits that are defined in this Agreement or elsewhere in the Contract Documents are used in accordance with such definitions.

<b>Exhibit CD</b>	<b>List of Contract Documents</b>
<b>Exhibit SCH</b>	<b>Schedule Requirements</b>
<b>Exhibit SCD</b>	<b>List of Site Conditions Documents</b>
<b>Exhibit PA</b>	<b>List of Project Approvals and Other Requirements Affecting the Work</b>

<b>Exhibit RSP</b>	<b>Required Subcontract Provisions</b>
<b>Exhibit KPS</b>	<b>Key Project Staff</b>
<b>Exhibit ALT</b>	<b>Alternates</b>
<b>Exhibit OPT</b>	<b>Options</b>
<b>Exhibit PWR</b>	<b>Prevailing Wage Requirements</b>
<b>Exhibit ALL</b>	<b>Allowances</b>
<b>Exhibit UNIT</b>	<b>Unit Prices</b>

The Parties hereto have caused this Agreement to be executed on their behalves by their respective duly authorized officers as of the date set forth above.

### **Wayne County Airport Authority**

By: \_\_\_\_\_  
 Chad Newton  
 Chief Executive Officer

### **Contractor**

By: \_\_\_\_\_  
 Print  
 Name: \_\_\_\_\_  
 Title: \_\_\_\_\_

#112814

**EXHIBIT CD**  
**LIST OF CONTRACT DOCUMENTS**

**EXHIBIT CD**

**LIST OF CONTRACT DOCUMENTS**

1. Construction Services Agreement and all Exhibits.
2. General Terms and Conditions (attached hereto).
3. Request for Bids No. 220537 ("RFB") and any addenda
4. Any Supplemental Terms and Conditions issued by the Airport Authority.
5. Drawings and specifications.
6. Contractor's Proposal dated
7. Performance Bond and Labor and Material Payment Bond delivered by the Contractor.
8. Insurance Certificates delivered by the Contractor.
9. Modifications/Change Orders issued after execution of the Construction Services Agreement.
10. Notice(s) to Proceed.

**EXHIBIT SCH**  
**SCHEDULE REQUIREMENTS**

## EXHIBIT SCH

### SCHEDULE REQUIREMENTS

Phasing Plans, in Attachment C – Construction Documents (Drawings and Specifications) for specific information. General information related to project milestones is as follows:

- a) **Contract Award** - It is anticipated that the contracts associated with this project will be awarded in **May of 2022** by the Wayne County Airport Authority Board meeting, based upon confirmation of lowest responsive and responsible bidders. It should be noted the delay of the issuance of an executed Agreement, or Notice to Proceed due to incomplete, untimely, or rejected Contractor's insurance, bonds, Pre-Construction submittals, schedules, permit approvals, and/or other Contractor required submissions shall not be the basis of a claim for a delay nor for additional mobilization costs.
- b) **Administrative Notice to Proceed** - Following receipt of approved Contractor's insurance, bonds, and issuance of an executed Agreement, it is anticipated that an Administrative Notice to Proceed for this contract will be issued to permit the Contractor to obtain prepare and submit pre-construction schedules, submittals, and to plan for construction. It is anticipated that the Pre-Construction Conference will be scheduled and conducted during this time. The Airport Authority's review of pre-construction submittals once they are complete and accurate will take up to fourteen (14) calendar days.
- c) **Notice(s) to Proceed** - Upon receipt and approval of all permits, required pre-construction submittals, and following the Pre-Construction Conference, an initial or full Notice to Proceed with Construction (NTP) will be issued.
- d) **Substantial Completion** – Shall be achieved within **45 calendar days** of the NTP with construction. Once Substantial Completion of the construction work has been achieved, the Contractor shall remove all equipment and temporary traffic control devices from the site.
- e) **Final Completion** - Construction work including all restoration, cleanup, completion of punch list and removal of temporary traffic control and safety devices shall be no later than **30 calendar days** after the Substantial Completion date. Construction will not be considered to be complete unless all project construction tasks are completed. Final Completion and submittal of Final Contractor's Pay Application to the Airport Authority shall be completed no later than **90 calendar days** after the Substantial Completion date.
- f) **Schedule & Work Restrictions** – The following limitations on the Work will be required as part of the Agreement. It should be noted the below limitations shall not be the basis of a claim for a delay nor for additional mobilization or labor costs:
  - i) Refer to the RFB Progress Clause Special Provision;
  - ii) The RFB Special Provision for Maintenance of Traffic; and
  - iii) The RFB Maintaining Traffic/Construction Staging Plans.

**EXHIBIT SCD**  
**LIST OF SITE CONDITION DOCUMENTS**

See Contract Documents.

**EXHIBIT PA**

**LIST OF PROJECT APPROVALS AND OTHER  
REQUIREMENTS AFFECTING THE WORK**

## EXHIBIT PA

### LIST OF PROJECT APPROVALS AND OTHER REQUIREMENTS AFFECTING THE WORK

The Contractor will be responsible for obtaining all permits and paying for all associated construction permit fees, inspection fees, bonds, and insurances. Following is a list of the permits and approvals required:

- i) **Wayne County Soil Erosion and Sedimentation Control Permit** – Wayne County Department of Environment – Permit required for disturbance of earth over 1 acre. The project only requires approximately 0.5 acres of earth disturbance and thus does not require a soil erosion control permit from Wayne County however if the Contractor disturbs additional area in excess of 1 acre outside the project limits for staging or storage of materials, the contractor will be required to obtain a soil erosion control permit at their own cost.
- ii) **City of Romulus** – Building Permit for Parking Lots and Inspection of ADA Facilities.

Plus, any other applicable permits required by federal, state and local law.

**EXHIBIT RSP**  
**REQUIRED SUBCONTRACT PROVISIONS**

## **EXHIBIT RSP**

### **REQUIRED SUBCONTRACTOR PROVISIONS**

Every Subcontract shall contain the following provisions:

1. The Airport Authority is not a party to the Subcontract.
2. The Airport Authority has no relationship, contractual or otherwise, with the Subcontractor, except as provided below.
3. In the event of termination of the Agreement between the Airport Authority and the Contractor for any reason the Subcontract may, at the sole option of the Airport Authority, be assigned to the Airport Authority or another contractor, and the Subcontractor shall continue to work as though its original Subcontract was with the assignee. Such assumption shall become effective only upon written notice by the Airport Authority that the Airport Authority or such other contractor is assuming the Subcontract. The Subcontractor shall, at the Airport Authority's request, execute instruments necessary to confirm such assignment. The Airport Authority shall not be obligated to exercise its rights under this paragraph, or any other rights reserved by the Airport Authority hereunder.
4. All Work to be performed under the Subcontract shall be performed in accordance with the requirements of the Contract Documents. The Subcontractor is subject to all of the provisions of the Contract Documents.
5. The Subcontractor agrees to become a party to and be bound by any legal proceedings involving the Contractor, the Designer or the Airport Authority to the extent that such proceedings involve any of the rights or obligations of the Subcontractor.
6. In the event of any dispute as to whether or not any portion of the Work is within the scope of the Work to be performed by any Subcontractor or any dispute as to whether or not the Subcontractor is entitled to additional compensation for any Work requested of it, the Subcontractor shall continue to proceed diligently with performance as required by the Contractor. In no event shall delay in the resolution of any dispute excuse prompt performance of the Work.
7. The Subcontractor shall not assign its Subcontract, nor assign any monies due or to become due to it under the Subcontract, without the prior written consent of the Contractor and the Airport Authority. Any assignment of the Subcontract or of monies due under the Subcontract made without the written consent of the Contractor and the Airport Authority shall be void, and the assignees in such cases shall acquire no rights in the Subcontract or monies.
8. The Subcontractor shall comply with all applicable laws, by-laws, ordinances, codes, regulations and directives of governmental authorities having jurisdiction over the Project and/or the Work.

## **REQUIRED SUBCONTRACTOR PROVISIONS (Continued)**

9. Each Subcontract shall contain a guarantee or warranty of the Work performed thereunder in the same form as the guarantees or warranties of the Contractor contained in the Contract Documents. Included in the guarantee or warranty shall be the statement that it shall be enforceable directly by the Airport Authority, if the Airport Authority so elects.
11. The Subcontract shall preserve and protect the rights of the Airport Authority under the Contract Documents with respect to the Work to be performed under the Subcontract.
12. The Subcontractor waives all rights that it may have against the Airport Authority or the Contractor for damages caused by fire, theft or other perils covered by any property insurance carried or required to be carried by the Subcontractor, the Contractor or the Airport Authority pursuant to the Contract Documents, except such rights as they may have to proceeds of such insurance.
13. If the Subcontractor determines that any portion of the Work on which its Work is dependent is not in accordance with the Contract Documents, it shall promptly notify the Contractor in writing.
14. The Subcontractor shall perform all Work with labor which will work in harmony with other elements of labor involved in the construction of the Project.

**EXHIBIT KPS**  
**KEY PROJECT STAFF**

**EXHIBIT KPS**  
**KEY PROJECT STAFF**



## EXHIBIT PWR

### Prevailing Wage Requirements

For all construction contracts that are primarily for the building, demolition, remodeling, or renovation/repair of real property under the jurisdiction of the Airport Authority, which are in excess of \$50,000, the Contractor shall comply with the following:

#### A. Minimum Wages

1. All laborers and mechanics employed or working upon the site of the work will be paid unconditionally and not less often than once a week, and without subsequent deduction or rebate on any account (except such payroll deductions as are permitted by the Secretary of Labor under the Copeland Act (29 CFR Part 3)), the full amount of wages and bona fide fringe benefits (or cash equivalent thereof) due at time of payment computed at rates not less than those contained in the wage determination of the Secretary of Labor which is attached hereto and made a part hereof, regardless of any contractual relationship which may be alleged to exist between the contractor and such laborers and mechanics.
2. 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 this Section; also, regular contributions made or costs incurred for more than a weekly period (but not less often than quarterly) under plans, funds, or programs which cover the particular weekly period, are deemed to be constructively made or incurred during such weekly period. Such laborers and mechanics shall be paid the appropriate wage rate and fringe benefits on the wage determination for the classification of work actually performed, without regard to skill, except as provided in 29 CFR Part 5.5(a)(4). Laborers or mechanics performing work in more than one classification may be compensated at the rate specified for each classification for the time actually worked therein: *Provided*, that the employer's payroll records accurately set forth the time spent in each classification in which work is performed. The wage determination shall be posted at all times by the Contractor and its subcontractors at the site of the work in a prominent and accessible place where it can easily be seen by the workers.
3. Any class of laborers or mechanics, including helpers, which is not listed in the wage determination and which is to be employed under the Contract shall be classified in conformance with the wage determination.
4. If the Contractor and the laborers and mechanics to be employed in the classification (if known), or their representatives, and the contracting officer agree on the classification and wage rate (including the amount designated for fringe benefits where appropriate), a report of the action taken shall be sent by the contracting officer to the Procurement

Department of the Wayne County Airport Authority at 11050 Rogell Dr.  
#602 Detroit, MI 48242.

5. In the event the contractor, the laborers or mechanics to be employed in the classification or their representatives, and the contracting officer do not agree on the proposed classification and wage rate (including the amount designated for fringe benefits where appropriate), the contracting officer shall refer the questions, including the views of all interested parties and the recommendation of the contracting officer, to the Procurement Department of the Wayne County Airport Authority for determination. The Procurement Department of the Wayne County Airport Authority, or an authorized representative, will issue a determination within 30 days of receipt.
6. The wage rate (including fringe benefits where appropriate) determined pursuant to this Section, shall be paid to all workers performing work in the classification under this Agreement from the first day on which work is performed in the classification.
7. Whenever the minimum wage rate prescribed in the Agreement 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.
8. 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 Wayne County Airport Authority has found, upon the written request of the Contractor, that the applicable prevailing wage standards of the Davis-Bacon Act have been met. The Wayne County Airport Authority may require the Contractor to set aside in a separate account assets for the meeting of obligations under the plan or program.

**B. Withholding.**

1. The Wayne County Airport Authority may upon its own action withhold or cause to be withheld from the Contractor under this Agreement or any other contract with the same prime contractor, so much of the accrued payments or advances as may be considered necessary to pay laborers and mechanics, including apprentices, trainees, and helpers, employed by the Contractor or any subcontractor the full amount of wages required by the contract. In the event of failure to pay any laborer or mechanic, including any apprentice, trainee, or helper, employed or working on the site of work, all or part of the wages required by the contract, the Wayne County Airport Authority may, after written notice to the Contractor, take such action as may be necessary to cause the suspension of any further payment, advance, or guarantee of funds until such violations have ceased.

**C. Payrolls and Basic Records.**

1. Payrolls and basic records relating thereto shall be maintained by the Contractor during the course of the work and preserved for a period of three years thereafter for all laborers and mechanics working at the site of the work. Such records shall contain the name, address, and social security number of each such worker, his or her correct classification, hourly rates of wages paid (including rates of contributions or costs anticipated for bona fide fringe benefits or cash equivalents thereof of the types described in 1(b)(2)(B) of the Davis-Bacon Act), daily and weekly number of hours worked, deductions made and actual wages paid. Whenever the Wayne County Airport Authority has found in accordance with the federal procedures under 29 CFR 5.5(a)(1)(iv) that the wages of any laborer or mechanic include the amount of any costs reasonably anticipated in providing benefits under a plan or program described in section 1(b)(2)(B) of the Davis-Bacon Act, the contractor shall maintain records which show that the commitment to provide such benefits is enforceable, that the plan or program is financially responsible, and that the plan or program has been communicated in writing to the laborers or mechanics affected, and records which show the costs anticipated or the actual costs incurred in providing such benefits. Contractors employing apprentices or trainees under approved programs shall maintain written evidence of the registration of apprenticeship programs and certification of trainee programs, the registration of the apprentices and trainees, and the ratios and wage rates prescribed in the applicable programs.
2. For each week in which any Contract work is performed, within seven days after the regular payment date of the payroll period, the Contractor shall submit a copy of all payrolls to the Wayne County Airport Authority's Controller's Office email address, AP@wcaa.us. The payrolls submitted shall set out accurately and completely all of the information required to be maintained under this document. This information shall be submitted using the Excel-Based Certified Payroll Form provided by the Wayne County Airport Authority. With the exception of the entry of actual payroll data, the Excel-Based Certified Payroll Form shall not be tampered with or modified. Contractor is responsible for the submission of copies of payrolls by all subcontractors.
  - a. Each payroll submitted shall be accompanied by a "Statement of Compliance," signed by the Contractor or subcontractor or his or her agent who pays or supervises the payment of the persons employed under the contract and shall certify the following:
    - (1) That the payroll for the payroll period contains the information required to be maintained under this Section and that such information is correct and complete;
    - (2) That each laborer and mechanic (including each helper, apprentice and trainee) employed on the Agreement during the payroll period has been paid the full weekly wages earned, without rebate, either directly or indirectly,

and that no deductions have been made either directly or indirectly from the full wages earned, other than permissible deductions as set forth in Regulations 29 CFR Part 3;

- (3) That each laborer or mechanic has been paid not less than the applicable wage rates and fringe benefits or cash equivalents for the classification of work performed, as specified in the applicable wage determination incorporated into the contract.
3. The weekly submission of a properly executed certification set forth on the reverse side of Federal Form WH-347 shall satisfy the requirement for submission of the "Statement of Compliance" required by this Section.
4. The falsification of any of the above certifications may subject the Contractor or subcontractor to civil or criminal prosecution.
5. The contractor or subcontractor shall make the records required under this Section available for inspection, copying or transcription by authorized representatives of the Wayne County Airport Authority, and shall permit such representatives to interview employees during working hours on the job. If the Contractor or subcontractor fails to submit the required records or to make them available, the Wayne County Airport Authority may, after written notice to the Contractor, Owner, 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.
6. The Wayne County Airport Authority reserves the right, upon 30 days' written notice, to change the weekly payroll form to a non-Excel-Based format which may require submittal through a web-based file sharing system.

**D. Apprentices and Trainees.**

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

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

2. Trainees. 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 Wayne County Airport Authority determines that there is an apprenticeship program associated with the corresponding journeyman wage rate on the wage determination which provides for less than full fringe benefits for apprentices. Any employee listed on the payroll at a trainee rate who is not registered and participating in a training plan approved by the Employment and Training Administration shall be paid not less than the applicable wage rate on the wage determination for the classification of work actually performed. In addition, any trainee performing work on the job site in excess of the ratio permitted under the registered program shall be paid not less than the applicable wage rate on the wage determination

for the work actually performed. In the event the Employment and Training Administration withdraws approval of a training program, the contractor will no longer be permitted to utilize trainees at less than the applicable predetermined rate for the work performed until an acceptable program is approved.

**E. Equal Employment Opportunity.**

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

**F. Subcontracts.**

1. The Contractor or subcontractor shall insert in any subcontracts the clauses necessary to ensure that the requirements of this document are passed through to the subcontractor, and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The Contractor shall be responsible for the compliance by any subcontractor or lower tier subcontractor with all these contract clauses.

**G. Contract Termination: Debarment.**

1. A breach of the contract clauses in this Section may be grounds for termination of the Contract, and for debarment by the Wayne County Airport Authority.

**H. Compliance With Davis-Bacon and Related Act Requirements.**

1. 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 Agreement as if set forth by the Wayne County Airport Authority.

**I. Agreement Certification**

1. By entering into this Agreement, 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).
2. No part of this Agreement 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).

"General Decision Number: MI20220001 02/25/2022

Superseded General Decision Number: MI20210001

State: Michigan

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

Counties: Michigan Statewide.

Note: Contracts subject to the Davis-Bacon Act are generally required to pay at least the applicable minimum wage rate required under Executive Order 14026 or Executive Order 13658. Please note that these Executive Orders apply to covered contracts entered into by the federal government that are subject to the Davis-Bacon Act itself, but do not apply to contracts subject only to the Davis-Bacon Related Acts, including those set forth at 29 CFR 5.1(a)(2)-(60).

If the contract is entered into on or after January 30, 2022, or the contract is renewed or extended (e.g., an option is exercised) on or after January 30, 2022:	. Executive Order 14026 generally applies to the contract. . The contractor must pay all covered workers at least \$15.00 per hour (or the applicable wage rate listed on this wage determination, if it is higher) for all hours spent performing on the contract in 2022.
If the contract was awarded on or between January 1, 2015 and January 29, 2022, and the contract is not renewed or extended on or after January 30, 2022:	. Executive Order 13658 generally applies to the contract. . The contractor must pay all covered workers at least \$11.25 per hour (or the applicable wage rate listed on this wage determination, if it is higher) for all hours spent performing on that contract in 2022.

The applicable Executive Order minimum wage rate will be adjusted annually. If this contract is covered by one of the Executive Orders and a classification considered necessary for performance of work on the contract does not appear on this wage determination, the contractor must still submit a conformance request.

Additional information on contractor requirements and worker protections under the Executive Orders is available at <https://www.dol.gov/agencies/whd/government-contracts>.

Modification Number	Publication Date
0	01/07/2022
1	01/21/2022
2	02/11/2022
3	02/25/2022

CARP0004-004 06/01/2019

REMAINDER OF STATE

	Rates	Fringes
CARPENTER ( Piledriver).....	\$ 27.62	20.59

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CARP0004-005 06/01/2018

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

	Rates	Fringes
CARPENTER (Piledriver).....	\$ 30.50	27.28

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ELEC0017-005 06/01/2021

STATEWIDE

	Rates	Fringes
Line Construction		

PWR

Groundman/Driver.....	\$ 29.11	7.20+32%
Journeyman Signal Tech, Communications Tech, Tower Tech & Fiber Optic Splicers.	\$ 42.55	7.20+32%
Journeyman Specialist.....	\$ 48.93	7.20+32%
Operator A.....	\$ 35.96	7.20+32%
Operator B.....	\$ 33.57	7.20+32%

#### Classifications

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

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

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

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ENGI0324-003 06/01/2021

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.....	\$ 48.02	24.85
GROUP 2.....	\$ 49.02	24.85
GROUP 3.....	\$ 46.52	24.85
GROUP 4.....	\$ 47.52	24.85
GROUP 5.....	\$ 45.02	24.85
GROUP 6.....	\$ 46.02	24.85
GROUP 7.....	\$ 44.75	24.85
GROUP 8.....	\$ 45.75	24.85
GROUP 9.....	\$ 44.30	24.85
GROUP 10.....	\$ 45.30	24.85
GROUP 11.....	\$ 43.57	24.85
GROUP 12.....	\$ 44.57	24.85

GROUP 13.....	\$ 43.21	24.85
GROUP 14.....	\$ 44.21	24.85
GROUP 15.....	\$ 42.57	24.85
GROUP 16.....	\$ 39.37	24.85
GROUP 17.....	\$ 24.89	12.00
GROUP 18.....	\$ 28.38	12.00

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

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ENGI0324-004 06/01/2021

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.....	\$ 48.02	24.85
GROUP 2.....	\$ 44.75	24.85
GROUP 3.....	\$ 43.21	24.85
GROUP 4.....	\$ 39.37	24.85
GROUP 5.....	\$ 24.89	12.00
GROUP 6.....	\$ 28.38	12.00
AREA 2		
GROUP 1.....	\$ 48.02	24.85
GROUP 2.....	\$ 44.75	24.85
GROUP 3.....	\$ 43.21	24.85

PWR

GROUP 4.....	\$ 39.37	24.85
GROUP 5.....	\$ 24.89	12.00
GROUP 6.....	\$ 28.38	12.00

#### 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

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ENGI0324-005 09/01/2021

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, LENAWE, 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.....	\$ 37.63	24.85
GROUP 2.....	\$ 32.90	24.85
GROUP 3.....	\$ 32.17	24.85
GROUP 4.....	\$ 31.60	24.85
GROUP 5.....	\$ 23.15	12.05
AREA 2:		
GROUP 1.....	\$ 35.92	24.85
GROUP 2.....	\$ 31.03	24.85
GROUP 3.....	\$ 30.53	24.85
GROUP 4.....	\$ 30.25	24.85
GROUP 5.....	\$ 23.15	12.05

POWER EQUIPMENT OPERATOR CLASSIFICATIONS

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

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

GROUP 3: Air compressors (600 cfm or larger); Air compressors

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

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

Group 5: Fire Person, Oiler

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 \* ENGI0324-006 06/01/2021

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

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

GROUP 1.....	\$ 36.86	24.85
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PWR

GROUP 2.....	\$ 30.13	24.85
GROUP 3.....	\$ 29.52	24.85
GROUP 4.....	\$ 29.40	24.85

## 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; Vacuum truck operator; Batch Plant (concrete dry batch); Concrete Saw Operator (40h.p. or over; Tractor Operator (farm type); Finishing Machine Operator (concrete); Grader Operator (self-propelled fine grade or form (concrete)).

GROUP 2: Screening plant operator; Washing plant operator; Crusher operator; Backhoe (with 3/8 yd. bucket or less); Side boom tractor (smaller than D-4 type or equivalent); Sweeper (Wayne type and similar equipment); Greese Truck; Air Compressor Operator (600 cu.ft. per min or more); Air Compressor Operator (two or more, less than 600 cfm);

GROUP 3: Boiler fire tender; Tractor operator (farm type with attachment); Concrete Breaker; Wagon Drill Operator;

GROUP 4: Oiler; Fire tender; Trencher (service); Flexplane operator; Cleftplane operator; Boom or winch hoist truck

operator; Endloader operator \*under 1 yd. capacity); Roller Operator (other than asphalt); Curing equipment operator (self-propelled); Power bin operator; Plant drier (6 ft. wide or over); Guard post driver operator (power driven); All mulching equipment; Stump remover; Concrete pump (under 3-in.); Mesh installer (self-propelled); End dump; Skid Steer.

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 ENGI0324-007 05/01/2021

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.....	\$ 35.90	24.60
Crane operator, main boom & jib 120' or longer.....	\$ 42.37	24.60
Crane operator, main boom & jib 140' or longer.....	\$ 42.67	24.60
Crane operator, main boom & jib 220' or longer.....	\$ 43.26	24.60
Mechanic with truck and tools.....	\$ 41.50	24.60
Oiler and fireman.....	\$ 34.36	24.60
Regular operator.....	\$ 39.72	24.60

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 ENGI0324-008 10/01/2020

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

CLARE, ST. JOSEPH, SANILAC, SCHOOLCRAFT, SHIAWASSEE, TUSCOLA,  
VAN BUREN, WASHTENAW, WAYNE AND WEXFORD COUNTIES

	Rates	Fringes
OPERATOR: Power Equipment (Sewer Relining)		
GROUP 1.....	\$ 35.37	14.31
GROUP 2.....	\$ 33.33	14.31

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

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ENGI0325-012 05/01/2021

	Rates	Fringes
Power equipment operators - gas distribution and duct installation work:		
GROUP 1.....	\$ 33.48	24.85
GROUP 2.....	\$ 31.45	24.85
GROUP 3.....	\$ 29.60	24.45

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

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

capacity or greater).

GROUP 2: Dozer (less than D-6 equivalent), endloader (under 2 yd. capacity), side boom (under D-4 capacity), backfiller, pumps (1 or 2 of 6-inch discharge or greater), boom truck (with powered boom), tractor (wheel type other than backhoe or front endloader). Tamper (self-propelled), boom truck (with non-powered boom), concrete saw (20 hp or larger), pumps (2 to 4 under 6-inch discharge), compressor (2 or more or when one is used continuously into the second day) and trencher(service). Oiler, hydraulic pipe pushing machine, grease person and hydrostatic testing operator.

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IRON0008-007 06/01/2021

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.....	\$ 36.45	27.65
General contracts less than \$10,000,000.....	\$ 36.45	27.65

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

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IRON0025-002 06/01/2021

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:



erector).....	\$ 31.75	22.84
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IRON0340-001 06/19/2017

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

	Rates	Fringes
IRONWORKER (Including pre-engineered metal building erector).....	\$ 24.43	24.67

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LABO0005-006 10/01/2020

	Rates	Fringes
Laborers - hazardous waste abatement: (ALCONA, ALPENA, ANTRIM, BENZIE, CHARLEVOIX, CHEBOYGAN, CRAWFORD, EMMET, GRAND TRAVERSE, IOSCO, KALKASKA, LEELANAU, MISSAUKEE, MONTMORENCY, OSCODA, OTSEGO, PRESQUE ISLE AND WEXFORD COUNTIES - Zone 10)		
Levels A, B or C.....	\$ 17.45	12.75
class b.....	\$ 18.64	12.90
Work performed in conjunction with site preparation not requiring the use of personal protective equipment; Also, Level D.....	\$ 16.45	12.75
class a.....	\$ 17.64	12.90
Zone 10		
Laborers - hazardous waste abatement: (ALGER, BARAGA, CHIPPEWA, DELTA, DICKINSON, GOGEbic, HOUGHTON, IRON, KEWEENAW, LUCE, MACKINAC,		

MARQUETTE, MENOMINEE,  
ONTONAGON AND SCHOOLCRAFT  
COUNTIES - Zone 11)

Levels A, B or C.....	\$ 23.58	12.90
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Work performed in  
conjunction with site  
preparation not requiring  
the use of personal  
protective equipment;

Also, Level D.....	\$ 22.58	12.90
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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.....	\$ 21.80	12.90
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Work performed in  
conjunction with site  
preparation not requiring  
the use of personal  
protective equipment;

Also, Level D.....	\$ 20.80	12.90
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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.....	\$ 21.39	12.90
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Work performed in  
conjunction with site  
preparation not requiring  
the use of personal  
protective equipment;

Also, Level D.....	\$ 20.80	12.90
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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.....	\$ 25.64	12.90
Work performed in conjunction with site preparation not requiring the use of personal protective equipment;		
Also, Level D.....	\$ 24.64	12.90
Laborers - hazardous waste abatement: (GENESEE, LAPEER AND SHIAWASSEE COUNTIES - Zone 7)		
Levels A, B or C.....	\$ 24.20	13.80
Work performed in conjunction with site preparation not requiring the use of personal protective equipment;		
Also, Level D.....	\$ 23.20	13.80
Laborers - hazardous waste abatement: (HILLSDALE, JACKSON AND LENAWEЕ COUNTIES - Zone 4)		
Levels A, B or C.....	\$ 25.17	12.90
Work performed in conjunction with site preparation not requiring the use of personal protective equipment;		
Also, Level D.....	\$ 24.17	12.90
Laborers - hazardous waste abatement: (LIVINGSTON COUNTY (east of Oak Grove Rd. and south of M-59, excluding the city of Howell); AND WASHTENAW COUNTY - Zone 3)		
Levels A, B or C.....	\$ 29.93	14.20
Work performed in conjunction with site preparation not requiring the use of personal protective equipment;		
Also, Level D.....	\$ 28.93	14.20
Laborers - hazardous waste abatement: (MACOMB AND WAYNE		

COUNTIES - Zone 1)		
Levels A, B or C.....	\$ 29.93	16.90
Work performed in conjunction with site preparation not requiring the use of personal protective equipment;		
Also, Level D.....	\$ 28.93	16.90
Laborers - hazardous waste abatement: (MONROE COUNTY - Zone 4)		
Levels A, B or C.....	\$ 31.75	14.90
Work performed in conjunction with site preparation not requiring the use of personal protective equipment;		
Also, Level D.....	\$ 31.75	14.90
Laborers - hazardous waste abatement: (OAKLAND COUNTY and the Northeast portion of LIVINGSTON COUNTY bordered by Oak Grove Road on the West and M-59 on the South - Zone 2)		
Level A, B, C.....	\$ 29.93	16.90
Work performed in conjunction with site preparation not requiring the use of personal protective equipment;		
Also, Level D.....	\$ 28.93	16.90
Laborers - hazardous waste abatement: (SANILAC AND ST. CLAIR COUNTIES - Zone 5)		
Levels A, B or C.....	\$ 25.75	16.35
Work performed in conjunction with site preparation not requiring the use of personal protective equipment;		
Also, Level D.....	\$ 24.75	16.35

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LABO0259-001 09/01/2021

AREA 1: MACOMB, OAKLAND AND WAYNE COUNTIES

PWR

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

	Rates	Fringes
Laborers - tunnel, shaft and caisson:		
AREA 1		
GROUP 1.....	\$ 23.62	16.95
GROUP 2.....	\$ 23.73	19.95
GROUP 3.....	\$ 23.79	16.95
GROUP 4.....	\$ 23.97	16.95
GROUP 5.....	\$ 24.22	16.95
GROUP 6.....	\$ 24.55	16.95
GROUP 7.....	\$ 17.83	16.95
AREA 2		
GROUP 1.....	\$ 25.15	12.95
GROUP 2.....	\$ 25.24	12.95
GROUP 3.....	\$ 25.34	12.95
GROUP 4.....	\$ 25.50	12.95
GROUP 5.....	\$ 25.76	12.95
GROUP 6.....	\$ 26.07	12.95
GROUP 7.....	\$ 18.34	12.95

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

#### TUNNEL LABORER CLASSIFICATIONS

GROUP 1: Tunnel, shaft and caisson laborer, dump, shanty, hog

house tender, testing (on gas) and watchman

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

GROUP 3: Air tool operator (jackhammer, bush hammer and grinder), first bottom, second bottom, cage tender, car pusher, carrier, concrete, concrete form, concrete repair, cement invert laborer, cement finisher, concrete shoveler, conveyor, floor, gasoline and electric tool operator, guniting, 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.

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LABO0334-001 09/01/2021

	Rates	Fringes
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Laborers - open cut:

ZONE 1 - MACOMB, OAKLAND  
AND WAYNE COUNTIES:

GROUP 1.....	\$ 23.47	16.95
GROUP 2.....	\$ 23.58	16.95
GROUP 3.....	\$ 23.63	16.95
GROUP 4.....	\$ 23.71	16.95
GROUP 5.....	\$ 23.77	16.95
GROUP 6.....	\$ 21.22	16.95
GROUP 7.....	\$ 17.84	16.95

PWR

ZONE 2 - LIVINGSTON COUNTY

(east of M-151 (Oak Grove Rd.)); MONROE AND

WASHTENAW COUNTIES:

GROUP 1.....	\$ 24.80	12.95
GROUP 2.....	\$ 24.91	12.95
GROUP 3.....	\$ 25.03	12.95
GROUP 4.....	\$ 25.10	12.95
GROUP 5.....	\$ 25.25	12.95
GROUP 6.....	\$ 22.55	12.95
GROUP 7.....	\$ 19.19	12.95

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.....	\$ 22.99	12.95
GROUP 2.....	\$ 23.13	12.95
GROUP 3.....	\$ 23.25	12.95
GROUP 4.....	\$ 23.30	12.95
GROUP 5.....	\$ 23.44	12.95
GROUP 6.....	\$ 20.74	12.95
GROUP 7.....	\$ 17.89	12.95

ZONE 4 - ALCONA, ALLEGAN, ALPENA, ANTRIM, ARENAC, BARRY, BAY, BENZIE, BERRIEN, BRANCH, CALHOUN, CASS, CHARLEVOIX, CHEBOYGAN, CLARE, CRAWFORD, EMMET, GLADWIN, GRAND TRAVERSE, GRATIOT AND HURON COUNTIES; IONIA COUNTY (EXCEPT THE CITY OF PORTLAND); IOSCO, ISABELLA, KALAMAZOO, KALKASKA, KENT, LAKE, LEELANAU, MANISTEE, MASON, MECOSTA, MIDLAND, MISSAUKEE, MONTCALM, MONTMORENCY, MUSKEGON,

NEWAYGO, OCEANA, OGEMAW,  
 OSCEOLA, OSCODA, OTSEGO,  
 OTTAWA, PRESQUE ISLE,  
 ROSCOMMON, SAGINAW, ST.  
 JOSEPH, TUSCOLA, VAN BUREN  
 AND WEXFORD COUNTIES:

GROUP 1.....	\$ 22.02	12.95
GROUP 2.....	\$ 22.15	12.95
GROUP 3.....	\$ 22.26	12.95
GROUP 4.....	\$ 22.33	12.95
GROUP 5.....	\$ 22.45	12.95
GROUP 6.....	\$ 19.67	12.95
GROUP 7.....	\$ 18.01	12.95

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

GROUP 1.....	\$ 22.24	12.95
GROUP 2.....	\$ 22.38	12.95
GROUP 3.....	\$ 22.51	12.95
GROUP 4.....	\$ 22.56	12.95
GROUP 5.....	\$ 22.61	12.95
GROUP 6.....	\$ 19.99	12.95
GROUP 7.....	\$ 18.10	12.95

#### SCOPE OF WORK:

Open cut construction work shall be construed to mean work which requires the excavation of earth including industrial, commercial and residential building site excavation and preparation, land balancing, demolition and removal of concrete and underground appurtenances, grading, paving, sewers, utilities and improvements; retention, oxidation, flocculation and irrigation facilities, and also including but not limited to underground piping, conduits, steel sheeting for underground construction, and all work incidental thereto, and general excavation. For all areas except the Upper Peninsula, open cut construction work shall also be construed to mean waterfront work, piers, docks, seawalls, breakwalls, marinas and all incidental work. Open cut construction work shall not include any structural modifications, alterations, additions and

repairs to buildings, or highway work, including roads, streets, bridge construction and parking lots or steel erection work and excavation for the building itself and back filling inside of and within 5 ft. of the building and foundations, footings and piers for the building. Open cut construction work shall not include any work covered under Tunnel, Shaft and Caisson work.

## OPEN CUT LABORER CLASSIFICATIONS

### GROUP 1: Construction laborer

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

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

### GROUP 4: Trench or excavating grade person

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

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

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

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LABO0465-001 06/01/2021

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.....	\$ 30.52	13.45
GROUP 2.....	\$ 30.65	13.45
GROUP 3.....	\$ 30.83	13.45
GROUP 4.....	\$ 30.91	13.45
GROUP 5.....	\$ 31.12	13.45
GROUP 6.....	\$ 31.42	13.45
LABORER (AREA 2)		
GROUP 1.....	\$ 26.92	12.90
GROUP 2.....	\$ 27.12	12.90
GROUP 3.....	\$ 27.36	12.90
GROUP 4.....	\$ 27.71	12.90
GROUP 5.....	\$ 27.58	12.90
GROUP 6.....	\$ 27.92	12.90
LABORER (AREA 3)		
GROUP 1.....	\$ 26.22	12.90
GROUP 2.....	\$ 26.43	12.90
GROUP 3.....	\$ 26.72	12.90
GROUP 4.....	\$ 27.16	12.90
GROUP 5.....	\$ 26.78	12.90
GROUP 6.....	\$ 27.21	12.90
LABORER (AREA 4)		
GROUP 1.....	\$ 26.22	12.90

GROUP 2.....	\$ 26.43	12.90
GROUP 3.....	\$ 26.72	12.90
GROUP 4.....	\$ 27.16	12.90
GROUP 5.....	\$ 26.78	12.90
GROUP 6.....	\$ 27.21	12.90

## LABORER CLASSIFICATIONS

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

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

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

GROUP 4: Asphalt raker

GROUP 5: Pipe layers, oxy-gun

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

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LABO1076-005 04/01/2021

MICHIGAN STATEWIDE

	Rates	Fringes
LABORER (DISTRIBUTION WORK)		
Zone 1.....	\$ 23.92	12.95
Zone 2.....	\$ 22.22	12.95
Zone 3.....	\$ 20.35	12.95
Zone 4.....	\$ 19.77	12.95
Zone 5.....	\$ 19.75	12.95

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

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PAIN0022-002 07/01/2008

HILLSDALE, JACKSON AND LENAWEЕ 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.

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PAIN0312-001 06/01/2018

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

	Rates	Fringes
PAINTER		
Brush and roller.....	\$ 23.74	13.35
Spray, Sandblast, Sign Painting.....	\$ 24.94	13.35

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PAIN0845-003 05/10/2018

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

	Rates	Fringes
PAINTER.....	\$ 25.49	13.74

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PAIN0845-015 05/10/2018

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

	Rates	Fringes
PAINTER.....	\$ 25.49	13.74

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PAIN0845-018 05/10/2018

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

Port Sheldon, Tallmadge, Wright and Zeeland):

	Rates	Fringes
PAINTER.....	\$ 25.49	13.74

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

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PAIN1011-003 06/02/2021

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

	Rates	Fringes
PAINTER.....	\$ 26.71	14.38

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

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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.

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PAIN1803-003 06/01/2019

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

	Rates	Fringes
PAINTER		
Work performed on water, bridges over water or moving traffic, radio and powerline towers, elevated tanks, steeples, smoke stacks over 40 ft. of falling heights, recovery of lead-based paints and any work associated with industrial plants, except maintenance of industrial plants.....	\$ 25.39	14.68
All other work, including maintenance of industrial plant.....	\$ 25.39	14.68

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

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PLAS0514-001 06/01/2018

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

WASHTENAW AND WAYNE COUNTIES

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

	Rates	Fringes
CEMENT MASON/CONCRETE FINISHER		
ZONE 1.....	\$ 31.47	13.81
ZONE 2.....	\$ 29.97	13.81

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

	Rates	Fringes
Plumber/Pipefitter - gas distribution pipeline: Welding in conjunction with gas distribution pipeline work.....	\$ 33.03	20.19

PWR

All other work:..... \$ 24.19 12.28

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TEAM0007-004 06/01/2020

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

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

	Rates	Fringes
TRUCK DRIVER		
AREA 1		
Euclids, double bottoms and lowboys.....	\$ 28.05	.50 + a+b
Trucks under 8 cu. yds.....	\$ 27.80	.50 + a+b
Trucks, 8 cu. yds. and over.....	\$ 27.90	.50 + a+b
AREA 2		
Euclids, double bottomms and lowboys.....	\$ 24.895	.50 + a+b
Euclids, double bottoms and lowboys.....	\$ 28.15	.50 + a+b
Trucks under 8 cu. yds.....	\$ 27.90	.50 + a+b
Trucks, 8 cu. yds. and over.....	\$ 28.00	.50 + a+b

Footnote:

a. \$47.70 per week

b. \$68.70 daily

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TEAM0247-004 04/01/2013

AREA 1: ALCONA, ALGER, ALLEGAN, ALPENA, ANTRIM, ARENAC, BARAGA,

PWR

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

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TEAM0247-010 04/01/2018

AREA 1: LAPEER AND SHIAWASSEE COUNTIES

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

	Rates	Fringes
TRUCK DRIVER (Underground construction)		
AREA 1		
GROUP 1.....	\$ 23.82	19.04
GROUP 2.....	\$ 23.91	19.04
GROUP 3.....	\$ 24.12	19.04
AREA 2		
GROUP 1.....	\$ 24.12	19.04
GROUP 2.....	\$ 24.26	19.04
GROUP 3.....	\$ 24.45	19.04

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

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

TRUCK DRIVER CLASSIFICATIONS

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

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

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

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\* SUMI2002-001 05/01/2002

	Rates	Fringes
Flag Person.....	\$ 10.10 **	0.00
LINE PROTECTOR (ZONE 1: GENESEE, MACOMB, MONROE, OAKLAND, WASHTENAW AND WAYNE)....	\$ 20.30	12.90
LINE PROTECTOR (ZONE 2: STATEWIDE (EXCLUDING GENESEE, MACOMB, MONROE, OAKLAND, WASHTENAW AND WAYNE).....	\$ 18.02	12.90
Pavement Marking Machine (ZONE 1: GENESEE, MACOMB, MONROE, OAKLAND, WASHTENAW AND WAYNE COUNTIES) Group 1.....	\$ 27.07	12.90
Pavement Marking Machine (ZONE 1: GENESEE, MACOMB, MONROE, OAKLAND, WASHTENAW AND WAYNE) Group 2.....	\$ 24.36	12.90
Pavement Marking Machine (ZONE 2: STATEWIDE (EXCLUDING GENESEE, MACOMB, MONROE, OAKLAND, WASHTENAW AND WAYNE COUNTIES) Group 1.....	\$ 24.02	12.90
Pavement Marking Machine (ZONE 2: STATEWIDE (EXCLUDING GENESEE, MACOMB, MONROE, OAKLAND, WASHTENAW AND WAYNE) Group 2.....	\$ 21.62	12.90

#### 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.

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

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\*\* Workers in this classification may be entitled to a higher minimum wage under Executive Order 14026 (\$15.00) or 13658 (\$11.25). Please see the Note at the top of the wage determination for more information.

Note: Executive Order (EO) 13706, Establishing Paid Sick Leave for Federal Contractors applies to all contracts subject to the Davis-Bacon Act for which the contract is awarded (and any solicitation was issued) on or after January 1, 2017. If this contract is covered by the EO, the contractor must provide employees with 1 hour of paid sick leave for every 30 hours they work, up to 56 hours of paid sick leave each year. Employees must be permitted to use paid sick leave for their own illness, injury or other health-related needs, including preventive care; to assist a family member (or person who is like family to the employee) who is ill, injured, or has other health-related needs, including preventive care; or for reasons resulting from, or to assist a family member (or person who is like family to the employee) who is a victim of, domestic violence, sexual assault, or stalking. Additional information on contractor requirements and worker protections under the EO is available at <https://www.dol.gov/agencies/whd/government-contracts>.

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

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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.

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### WAGE DETERMINATION APPEALS PROCESS

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

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

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

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

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

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

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

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

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

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

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

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END OF GENERAL DECISION"



# **EXHIBIT ALT ALTERNATES**

# **EXHIBIT ALT ALTERNATES**

[Reserved]

# **EXHIBIT OPT OPTIONS**

# **EXHIBIT OPT OPTIONS**

[Reserved]

OPT

**EXHIBIT ALL  
ALLOWANCES**

ALL

## **EXHIBIT ALL**

### **ALLOWANCES**

- a) **Allowance No. 1 – Handling/Disposal of Soil Type 1** – If Type 1 contamination is encountered, Handling/Disposal of the soil will be paid for on a time and material basis. The allowance included in the price form shall be used to reimburse the Contractor for approved costs related to this item. Refer to the Soil Management Special Provision in the RFB Attachments I2- Technical Specifications for additional information.
- b) **Allowance No. 2 – Permit and Inspection Fees** – Contractor costs for agency off-site third-party permit and inspection fees shall be paid under the Allowance described in the RFB. Actual payment will be based on actual costs (without any mark-up) incurred by the Contractor or Subcontractor(s) upon submittal of original paid receipts from each permitting agency. The Contractor will not be paid for permitting agency fines or fees resulting from but not limited to, unsatisfactory work, multiple inspections of unsatisfactory work, unsatisfactory work site and staging area, unsatisfactory noise or dust control. Other required fees including, but not limited to insurance and bonds, shall be incidental to the Mobilization pay item in accordance with the Basis of payment in the RFB Attachments I – Construction Documents (Drawings and Specifications).
- c) **Allowance No. 3 – General Construction Allowance** – This allowance shall be used strictly at the direction of the Engineer with written authorization provided by the Wayne County Airport Authority prior to the work taking place. The Contractor shall not consider this allowance as part of the project budget and is not entitled to any compensation for the use or lack of use of this allowance. For any work performed by the Contractor under this allowance, the Contractor shall provide detailed records of all time, materials and labor expenses prior to being reimbursed AND shall keep a log of all work, including costs, that are billed to this line item.

# EXHIBIT UNIT

## UNIT PRICES

UNIT

## **UNIT PRICES**

[As bid by the Contractor]

UNIT