

JOINT VENTURE AGREEMENT

This Joint Venture Agreement ("Agreement") is made and entered into by and between Fort Wayne Contracting, Inc. ("FWC"), a Michigan corporation whose principal office is located at 320 E. Seven Mile Rd., Detroit, MI 48203, and Ajax Paving Industries, Inc. ("Ajax"), a Michigan corporation whose principal office is located at 830 Kirts Blvd., Ste. 100, Troy, MI 48084 on this 28th day of August, 2014.

IN CONSIDERATION of the mutual promises and undertakings hereinafter specified, the receipt and sufficiency of which is hereby acknowledged, FWC and Ajax AGREE AS FOLLOWS:

1. JOINT VENTURE

FWC and Ajax hereby agree to a contractual joint venture subject to the terms and conditions set forth in this Agreement (the "Joint Venture"). The name and business address of the Joint Venture solely for the purpose set forth below shall be:

"Fort Wayne Contracting, Inc./Ajax Paving Industries, Inc., Joint Venture"
320 E. Seven Mile Rd.
Detroit, MI 48203

2. PURPOSE, SCOPE AND TERM OF JOINT VENTURE

(A) PURPOSE

The sole and exclusive purpose of the Joint Venture is to bid upon and enter into a contract (the "Contract") with the City of Detroit (the "Owner") relating to that certain Proposal for PW-6965 concerning and to do all things reasonably incident to the full performance of the Contract and construction of the Project. The Joint Venture shall have no other purpose and shall not create any partnership or other permanent relationship between FWC and Ajax. Further, the Joint Venture shall not preclude either FWC or Ajax from pursuing their own separate business so long as they do so in their own names and assume full and exclusive responsibility with respect to such separate business activities and no party to this Agreement shall have any right to participate in the results of any other activities or operations conducted by the other party to this Agreement, whether severally or jointly with others (including the City of Detroit). For the avoidance of doubt, the Joint Venture shall not take legal title to any real or personal property of any kind.

- iv. Share in profits and losses.

FWC and Ajax, pursuant to this Agreement, bind themselves jointly and severally to execute the Contract for the Project if awarded by the Owner and to fully perform the requirements of the Contract when executed.

(B) SELF-PERFORMED WORK

FWC and Ajax will be subcontractors to the Joint Venture. The work on the Project consists of work that will be performed by FWC and Ajax entirely with their own labor, equipment, materials and supplies or through second tier subcontractors (hereinafter referred to as "Self-Performed Work").

- i. FWC's Self-Performed Work is designated on the attached Exhibit A, which constitutes at least fifty one percent (51%) of the total contract performance and remuneration based upon the design quantities of the work specified by the City in the bidding documents and the bid prices submitted or to be submitted for that work by the Joint Venture. FWC shall be solely and completely responsible for all materials, supplies, labor, equipment, permits, licenses, taxes and other facilities required, and all expenses incurred to perform its items of Self Performed Work in accordance with the contract specifications and schedule. FWC shall receive compensation for the performance of this work in accordance with the contract value ascribed to such work in FWC's subcontract with the Joint Venture, which value shall not be less than fifty one percent (51%) of the total contract value based upon bid quantities and bid prices. FWC shall be solely responsible for any and all losses incurred or damages sustained in the performance of its Self Performed Work.

In the event extra work or changed work is ordered by the Owner which is within the general scope of such work and is to be self-performed by FWC, FWC shall be solely and completely responsible for the cost estimating and performance of such work and shall receive 100% of the compensation paid by the Owner for

profits, including any extraordinary or windfall profits, which may result from changes in Ajax's Self-Performed Work.

(C) NO INDIVIDUAL AUTHORITY TO BIND JOINT VENTURE

Neither Ajax nor FWC shall have the individual authority to bind or obligate the other with respect to any matter whatsoever arising out of or relating to the Project or any other matter nor shall either FWC or Ajax have the individual authority to bind the Joint Venture to any obligation, contract, arrangement, agreement, release, waiver, accommodation, loan, guaranty or other matter of whatsoever nature.

(D) INDEMNIFICATION

Notwithstanding the joint and several obligation of FWC and Ajax for performance of the Contract recited in subparagraph (A) above, FWC and Ajax shall each indemnify, hold harmless and defend the other and their respective employees, shareholders, officers, directors, agents and affiliates from and against any and all claims, demands, suits, causes of action, proceedings, costs, damages, judgments, expense (including reasonable actual attorney and expert witness and consultant fees), interest, and liabilities of whatsoever nature (each a "Claim"), whether arising before or after completion of the work under the Contract, which result from, relate to or arise out of: (i) that party's Self-Performed Work; (ii) that party's unauthorized acts on behalf of or in the name of the Joint Venture or the other party; (iii) injury or death of any person employed by that party or acting under that party's direction, supervision or control, unless such injury or death is due to the sole negligence of the party to be indemnified; (iv) that party's failure to fully pay or discharge any debt, expense or cost attributable to that party's Self-Performed Work; (v) indemnification of any surety pertaining in any way to that party's Self Performed Work; (vi) damage to or destruction of property or to wholly or partially completed portions of the Work (including trespass, nuisance and deprivation of the use of real property) provided that such damage or destruction is due to that party's acts or omissions in the performance of that party's Self-Performed Work and is not otherwise covered by insurance; (vii) any material breach of any covenant, representation or warranty of this Agreement by that party; and (viii) any environmental, health and safety liabilities arising out of or relating to that party's Self-Performed Work, including any Claims arising out of, related to or incurred in connection with any

violation of the rights of the indemnified party or its employees, shareholders, officers, directors, agents and affiliates and no effect on any other claims that may be made against the indemnified party, and (B) the sole relief provided is monetary damages that are paid in full by the indemnifying party.

With respect to the defense of any claims asserted against a party to be indemnified hereunder, the party being indemnified shall have the right to reasonably approve defense counsel selected by the indemnifying party.

The rights of Ajax and FWC relating to indemnification under this Agreement shall survive the termination of this Agreement.

4. MANAGEMENT

(A) EXECUTIVE COMMITTEE

The affairs of the Joint Venture shall be managed by an Executive Committee consisting of one representative from each of FWC and Ajax. FWC hereby appoints Christopher R. Honre as its representative and Ajax hereby appoints Clarence Jones as its representative. FWC and Ajax represent and warrant, each to the other, that its appointed representative is duly authorized to act on its behalf; that the actions of its representative shall, in the absence of fraudulent or dishonest conduct, be conclusively binding upon the company; and that its representative shall serve on the Executive Committee at its sole expense without expectation of compensation from the Joint Venture.

All administrative and managerial functions of the Joint Venture shall be the responsibility of the Executive Committee and all decisions, agreements, undertakings, subcontracts, contract modifications and other matters concerning the Joint Venture's performance of the Contract shall be by unanimous action of the Executive Committee; provided, however, decisions undertaken in the ordinary course of business relating to Self-Performed Work may be made by the party undertaking such work.

In the event a dispute arises between the members of the Executive Committee concerning such matters, Ajax or FWC may submit the dispute to arbitration as provided in paragraph 12 of this Agreement.

and records. The accounts of the Joint Venture shall be open to both FWC and Ajax for inspection at all reasonable times. Expenses for regulatory fees, bank fees, audits by outside examiners (unanimously approved by the Executive Committee in accordance with this Agreement), and any required additional computer programs exclusively dedicated to the Joint Venture shall be deemed as ordinary expense of the Joint Venture and paid directly by the Joint Venture or reimbursed to the party incurring such expenses on behalf of the Joint Venture pursuant to that party's reimbursement invoice. Any expense or series of related expenses that are in excess of \$1,000 must be unanimously approved by the Executive Committee

(B) AUDITS

The Executive Committee may direct that periodic audits of the Joint Venture's books of account be conducted. In that event, the party not responsible for maintaining the books of account shall designate the independent accounting firm to conduct such audits subject to the reasonable approval of the other party.

(C) FINAL ACCOUNTING AND DISTRIBUTION

Upon completion of the Contract, final acceptance of the work by the Owner and release of final payment including all retention, a final accounting shall be made of all receipts, costs, expenses, accounts and underlying project records pertaining to the performance of the Contract. If directed by the Executive Committee, an independent audit (by an auditor selected by the party not responsible for maintaining the Joint Venture's books of account) of the final accounting shall be conducted.

After payment of all debts and expenses relating to performance of the Contract in accordance with the provisions of paragraph 6, the Executive Committee shall make a final distribution to FWC and Ajax of all remaining funds in the Joint Venture's accounts. All Joint Venture profits, interest earned on Joint Venture funds and the proceeds from the sale of any Joint Venture property, if any, shall be divided equally between FWC and Ajax.

(D) CONTRACT PRICE ALLOCATION

FWC and Ajax have compiled and agreed upon the allocation of the contract price to the various components of the Project and the parties' respective

demands, suits, damages, expenses, and costs (including attorney fees), arising out of or relating to that party's Self-Performed Work.

Unless otherwise unanimously agreed to by the Executive Committee, any reimbursement of bond costs shall be distributed in equal shares to FWC and Ajax.

11. INSURANCE

11.1 REQUIRED COVERAGES

Furnishing the required Builders Risk (if required by the Owner), General Liability, Excess Liability Umbrella, and other insurance coverages specified in the Contract, excepting Workers Compensation coverages which shall be the individual expense of the parties, shall be an expense of the Joint Venture and shared equally by FWC and Ajax. Both FWC and Ajax shall be named additional insureds on all such policies, excepting Workers Compensation insurance policies, and all such policies shall contain provisions prohibiting cancellation of coverage without at least thirty (30) days written notice of such cancellation being given by the insurance carrier(s) to all named insureds.

11.2 DEDUCTIBLES

Full payment of deductibles on claims under the General Liability coverages shall be the responsibility of the party (FWC or Ajax) who performed the Self-Performed Work to which the claim related. If the claim does not relate to Self-Performed Work, full payment of deductibles on claims under the General Liability coverages shall be the responsibility of the party (FWC or Ajax) determined to be more than ninety percent (90%) at fault for the occurrence giving rise to the claim. For purposes of this determination the term "party" includes subcontractors, suppliers and others working for or at the direction of the party.

Should the claim not relate to Self-Performed Work and neither party (FWC or Ajax) be more than ninety percent (90%) at fault for the occurrence giving rise to the claim, the deductible payment shall be an expense of the Joint Venture and shared equally by FWC and Ajax.

Full payment of the deductible for claims under the Builder's Risk coverage (if required by the Owner) shall be the responsibility of the party (FWC or

suffers the appointment of a receiver; commences or, allows to be commenced against it, any petition in bankruptcy or under any other law or statute for the relief of debtors and such condition is not cured, discharged or vacated within thirty (30) days.

Upon written notice of the occurrence of a default, the defaulting party shall have five (5) days from the date of the other party's written notice of default to fully cure and remedy such default; provided further, that no cure period shall be required for a breach which by its nature cannot be cured. If the default is not fully cured within said five (5) day period, then, effective upon the date of the Notice of Default, the other party at its option and in addition to any other rights and remedies it may have; may enforce the following:

- (A) The defaulting party shall be prohibited from any further involvement in the management of the affairs of the Joint Venture.
- (B) The defaulting party shall cease further performance or attempted performance of the work on the Project and shall not remove any equipment, materials or supplies from the Project premises or materials stockpile sites.
- (C) The defaulting party shall be deemed to have fully surrendered and assigned all of its right, title and interest in the Joint Venture, this Agreement, all Joint Venture assets, contracts and accounts, and its subcontract with the Joint Venture, including all earnings thereunder, to the other party and the other party may, without objection or interference by the defaulting party, take possession of all of the defaulting party's equipment, materials and supplies for purposes of continuing and completing the work under the defaulting party's subcontract with the Joint Venture.
- (D) The defaulting party shall be and remain liable to the other party under every provision of this Agreement and for any losses or damages sustained by the Joint Venture or the other party resulting from the default.

14. NOTICES

rights or obligations under this Agreement without the prior written consent of the other party. Nothing expressed or referred to in this Agreement will be construed to give any person other than the parties to this Agreement any legal or equitable right, remedy or claim under or with respect to this Agreement or any provision of this Agreement.

17. GOVERNING LAW

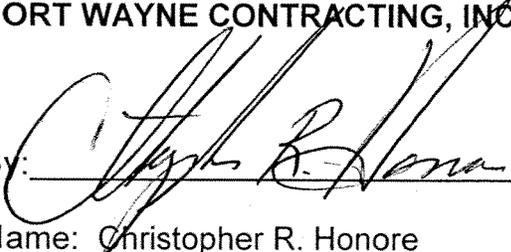
This Agreement and the respective rights and obligations of FWC and Ajax hereunder shall be governed by the laws of the State of Michigan without regard to conflicts of law principles.

18. COUNTERPARTS

This Agreement may be executed in one or more counterparts, all of which taken together will constitute one instrument. Any signature page delivered via facsimile, e-mail or other electronic or digital means shall be binding to the same extent as an original signature page.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the date first above written.

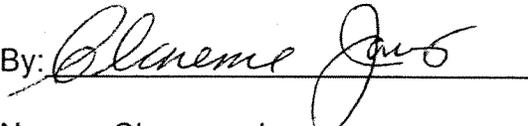
FORT WAYNE CONTRACTING, INC.

By: 

Name: Christopher R. Honore

Its: President

AJAX PAVING INDUSTRIES, INC.

By: 

Name: Clarence Jones

Its: Estimating Manager

**CONTRACT FORMS
FOR
PW-6965**

EQUALIZATION REQUIREMENTS

(REVISED 30-OCT-01)

1. **Ordinances/Definitions.** Copies of related ordinances, executive orders, and definitions of all terms. "Detroit-Based Business," "Minority" and "Resident" are available upon request by contacting the Office of the City Clerk at Room 200 Coleman A. Young Municipal Center, Detroit, MI 48226, 313.224.3270. Vendors requesting a copy of the Purchasing Ordinance effective 16-APR-00 should refer to Ordinance #3199 when requesting additional information.

The following definitions shall apply to the Formal Bid document and all attachments:

City - The City of Detroit acting through the Purchasing Director

CCD - Contract Compliance Division of the City of Detroit's Finance Department

Bidder - The person or entity so named in the Formal Bid Document, or their authorized representative.

EFFECTIVE APRIL 16, 2000 REQUIREMENTS FOR RECEIVING EQUALIZATION CREDIT HAVE BEEN REVISED. Please review the following definitions and requirements for certification carefully.

Detroit-Based Business (DBB) – means a business which pays City income taxes on the business's net profits and pays City property taxes on 1) a plant or office and equipment which are ordinarily required for the furnishing of the goods or the performance of the services required by the contract and referred to in the application for certification as Detroit-based business or on 2) other real or personal property in the City equivalent in value to such plant or office and equipment, for not less than one (1) taxable year immediately prior to the date of the application for certification. In addition, a Detroit-based business shall satisfy three (3) of the following eight (8) criteria:

1. Provide verification that an existing inventory of the product(s) which the business offers to the City is physically located at a City site.
2. Provide verification of the ability of the business to service/repair product(s) to be sold to the City at a City site.
3. Provide verification that the business has an adequate number of employees based at its City site to perform the services indicated in its application for certification.
4. Headquarters located within the City
5. Provide references, licenses or other means of verifying to the City that the services the firm offers have been provided at a City site for at least one (1) year prior to the date of application.

6. Provide documentation that the majority (51%) of the firms employees working at its City site are Detroit residents.
7. Provide verification that the firm has physical resources and ability to provide the services indicated in its application for certification at a location with the City.
8. 51% of full-time employees including chief officer and managers regularly work and conduct business in the City.

The firm submitting the bid shall submit with their bid proof of certification as a Detroit Based Business.

Headquarters – Means the place where the chief executive officer and highest-level managerial employees of a business have their offices and perform their management function.

Micro Business Concern (MBC) – Means a business, which is one (1) of the following:

1. A manufacturing business which has no more than fifty (50) employees; or
2. A general construction business which has annual gross receipts of not more than one million seven hundred thousand dollars (\$1,700,000.00); or
3. A specialty construction business which has annual gross receipts of not more than seven hundred thousand dollars (\$700,000.00)
4. A wholesale business which has no more than ten (10) full-time employees; or
5. A retail business which has annual gross receipts of not more than five hundred thousand dollars (\$500,000.00); or
6. A service business, other than professional services, which has annual gross receipts of not more than five hundred thousand dollars (\$500,000.00)

Note: A business which is an affiliate or a subsidiary of any entity that is not eligible for certification as a micro business concern **shall not be certified** as a micro business concern.

Small Business Concern (SBC) – Means a business which:

1. Has been in existence and operating for at least one (1) year prior to the date of application for certification as a small business concern; and
2. Does not meet the definition of a micro business concern, as defined in this division, and
3. Is one (1) of the following:
 - a. A manufacturing business which, for the three (3) fiscal years preceding the date of application for certification has provided full-time employment to not more than five hundred (500) persons; or

- b. A general construction business which, for the three (3) fiscal years preceding the date of application for certification, has average annual gross receipts of not more than seventeen million dollars (\$17,000,00.); or
- c. A specialty construction business whose average annual gross receipts have not exceeded seven million dollars (\$7,000,000.00) in the three (3) fiscal years preceding the date of application for certification; or
- d. A wholesale business which, for three (3) fiscal years preceding the date of application for certification, has provided full-time employment to not more than one hundred (100) persons; or
- e. A retail business which, for the three (3) fiscal years preceding the date of application for certification, has average annual gross receipts of not more than five million dollars (\$5,000,000.00); or
- f. A service business, other than professional, which, for the three (3) fiscal years preceding the date of application for certification. Has average gross receipts of not more than five million dollars (\$5,000,000.00) or
- g. A professional services business which for the three (3) fiscal years preceding the date of application for certification has had average gross receipts or not more than three million dollars (\$3,000,000.00)

Note: A business which is an affiliate or subsidiary of any entity that is not eligible for certification as a small business **shall not** be certified as a small business.

Detroit-Based Small Business – Any business which meets the definitions of Detroit-based business and small business concern as certified by the City of Detroit Human Rights Department prior to bid due date. The firm submitting the bid shall submit with their bid proof of certification as a Detroit-Based Small Business.

Detroit Based Micro Business Concern (DBMBC) – Means a business which meets the definitions of Detroit-based business concern and a micro business concern. The firm submitting the bid shall fill out completely and have notarized and submit with their bid the *Affidavit of Eligibility for Equalization Credit* in addition to furnishing proof of certification as a Detroit Based Business in order to receive equalization credit as a Detroit-Based Micro Business Concern.

Detroit Resident Business (DRB) – Means any business which employs a minimum of four (4) employees, at least fifty-one (51%) percent of which are City residents. If your firm qualifies to receive equalization credit as a Detroit Resident Business then the *Affidavit of Eligibility for Equalization Credit* must be filled out completely, notarized, and returned with your bid.

Detroit Based Business w/Headquarters in Detroit – Any business which meets the definition of Detroit Based and Headquarters. The firm submitting the bid shall fill out completely and have notarized and submit with their bid the *Affidavit of Eligibility for Equalization Credit* in addition to furnishing proof of certification as a Detroit Based Business in order to receive equalization credit as a Detroit-Based Business w/Headquarters in Detroit.

Joint Venture – Means a joint venture of separate firms, one of which is a DBB, DBSB, DRB or DBMBC, which has been created to perform a specific contract, and is evidenced by a written agreement which provides at minimum that the DBB, DBSB, DRB, or DBMBC:

1. Is substantially included in all phases of the contract including, but not limited to, bidding and staffing;
2. Provides at least fifty-one percent (51%) of the total performance, responsibility, and project management of a specific job;
3. Receives at least fifty-one (51%) of the total remuneration from a specific contract; and
4. Shares profits and losses

Mentor Venture – Means a joint venture of separate firms, one of which is a DBB, DBSB, DRB or DBMBC, which has been created to perform a specific contract, and is evidenced by a written agreement which provides at minimum that the DBB, DBSB, DRB, or DBMBC:

1. Is substantially included in all phases of the contract, including, but not limited to, bidding and staffing;
2. Provides at least thirty (30%) of the total performance, responsibility, and project management of a specific job;
3. Receives at least thirty percent (30%) of the total remuneration from a specific contract; and
4. Shares in profits and losses

Categories which require certification must be certified by the City of Detroit Human Rights Department at time of bid submission. If a vendor(s) is not certified at the time of bid submission then equalization credit shall not be applied. For information regarding Certification call 313.224.4950. Failure to submit proper documentation with bid response may result in equalization credit not being applied.

Vendors are ***strongly*** encouraged to make application for certification for all applicable categories. The certification process is lengthy and involved. Applications are closely scrutinized to determine eligibility of firms. Applications are processed in order of receipt.

PROOF OF ELIBILITY TO RECEIVE EQUALIZATION CREDIT MUST BE SUBMITTED WITH EACH AND EVERY BID SUBMITTED TO THE CITY OF DETROIT.

- 1.0 Eligible Bidders. An "X" below indicates the classification of bidders that the City has determined to be eligible to compete for this contract.
- 1.1 Competition for this Contract is open to all qualified bidders. ()
- 1.2 Competition for this Contract is restricted per Ordinance No. 52-H to Detroit-Based Businesses. ()
- 2.0 **Subcontractor Utilization Requirements.** The City has determined that _____% of the total Contract amount shall be subcontract to MBE's who have obtained certification from the Contract Compliance Division (CCD) prior to bid due date. ()
- 3.0 **Minority and Resident Hiring.** (Executive Order No. 22) The worker hours on this Contract shall be performed by no less than 50% bona fide City residents, no less than 25% minorities and at least 5% women. ()

ALL INFORMATION PROVIDED IN RESPONSE TO THE INVITATION FOR BID IS SUBJECT TO VERIFICATION AND ACCEPTANCE BY THE CITY OF DETROIT. IF IT IS FOUND THAT INFORMATION SUBMITTED IS NOT VALID THE VENDOR MAY BE SUBJECT TO BEING PLACED IN DEFAULT AND/OR BID REJECTION AS DETERMINED BY THE CITY OF DETROIT PURCHASING DIRECTOR.

EQUALIZATION ELIGIBILITY FORM

In accordance with Ordinance No. 31-99, any Detroit based firm shall be deemed a better bid than the bid of any competing firm which is not Detroit-based, whenever the bid of such competing firm shall be equal to or higher than the bid of the Detroit-based firm after the appropriate equalization percentage credit from the Equalization Allowance Table has been applied to the bid of the Detroit-based firm. **NOTE: IT IS THE VENDOR'S RESPONSIBILITY TO COMPLETE THIS FORM, PROVIDE ALL NECESSARY DOCUMENTATION AND RETURN IT WITH YOUR BID. FAILURE TO DO SO MAY RESULT IN EQUALIZATION NOT BEING APPLIED.**

Company Name: Fort Wayne Contracting, Inc. CPO # 2896238

A vendor qualifies for equalization credit as per section 18-5-2 of the purchasing ordinance as follows:

Vendor to check all categories which apply*

- Detroit Based Business (as certified by the City of Detroit Human Rights Department prior to bid due date. Proof of certification must be submitted with each and every bid response.)
- Detroit Based Business with Headquarters in Detroit (as certified by completion of the affidavit attached to bid documents and proof of certification as a Detroit Based Business prior to bid opening. The affidavit must be completed and certification returned with each and every bid for consideration)
- Detroit Resident Business (as certified by completion of the affidavit attached to bid documents. The affidavit must be completed and returned with each and every bid for consideration)
- Detroit Based Small Business (as demonstrated by furnishing proof certification by the City of Detroit Human Rights Department. Proof of certification must be submitted with each and every bid for consideration.)
- Detroit Based Micro Business Concern (as certified by completion of the affidavit attached to bid and proof of certification as a Detroit Based Business. The affidavit and certification must be completed and returned each and every bid for consideration)
- Joint Venture OR Mentor Venture (You may only select one. One of the parties to the joint or mentor venture must be a certified Detroit Based Business prior to bid due date in order to receive equalization credit as a joint or mentor venture. Proof of certification by the City of Detroit Human Rights Department along with a copy of the Joint or Mentor Venture agreement between the parties involved is required.)

*The information submitted to substantiate Equalization Eligibility is subject to verification and acceptance by the City. Should it be found that the vendor is not eligible to receive equalization credit it will not be applied. Should it be found that information submitted has been falsified the vendor may be placed in Default by the City for up to a three year period at the discretion of the City of Detroit Finance Department – Purchasing Division.

TABLE I
Equalization Allowance for Detroit-based business and/or Detroit Resident Business

DOLLAR VALUE	DETROIT BASED	DETROIT RESIDENT
Up to \$10,000.00	5%	5%
\$10,000.01 to \$100,000.00	4%	4%
\$100,000.01 to \$500,000.00	3%	3%
\$500,000.01 and over	2%	2%
Detroit Based Business w/Headquarters in Detroit	3%	

TABLE II
*Equalization allowance for Detroit Based Small Business, Detroit Based Micro Business, Joint Venture, Mentor Venture:

Category	Equalization Percentage
Detroit Based Small Business	1%
Detroit Based Micro Business Concern	2%
Joint Venture	2%
Mentor Venture	1%

AFFIDAVIT OF ELIGIBILITY FOR EQUALIZATION CREDIT
 (Detroit Resident Business/Detroit Based Business
 w/Headquarters in Detroit/Detroit Based Micro Business)

**THIS AFFIDAVIT MUST BE COMPLETED, NOTARIZED AND
 SUBMITTED WITH EACH AND EVERY BID RESPONSE FOR
 CONSIDERATION**

The undersigned hereby swears or affirms that all statements made with respect to eligibility for the provision of goods and/or services on the above named vendor are true and correct to the best of my knowledge. The undersigned further attests that its information provided is valid as of the date of bid submission.

Instructions: This affidavit should be filled out by firms eligible to receive equalization credit as any of the following: 1) Detroit Resident Business 2) Detroit Based Business w/Headquarters in Detroit 3) Detroit Based Micro Business. Initial each section for which the firm is eligible to receive credit and provide any information the applicable section(s) requires. Make sure that the form is filled out completely, notarized, and included with your bid response. Note: This is a two-sided form. Both sides must be filled out completely.

Detroit Based Micro Business

Type of Business: Manufacturing Retail General Construction
 Wholesale Service

Number of Employees _____

Amount of Annual Gross Receipts \$ _____

**THIS AFFIDAVIT IS A TWO SIDED FORM
 BOTH SIDES MUST BE COMPLETED IN ORDER
 TO BE CONSIDERED FOR EQUALIZATION
 CREDIT FOR CATEGORIES REFERENCED ON
 THIS FORM**

PW-6965 CPO# 2896238

Detroit Resident Business

Total number of persons employed by the firm (including all full-time & part-time, owners, officers, managers, and support staff both professional & non-professional is 16.

Total number of employees who are residents of the City of Detroit is: 8. Percentage of employees who are residents of the City of Detroit is 50 %.

The undersigned further swears or affirms that the following documents have been presented by all Detroit employees and will be maintained by the DRB vendor for a period of three (3) years upon completion of the contract bid upon. One (1) document from Group A or two (2) documents from Group B are to be submitted upon request by the City:
Group A: 1) Michigan Driver's License 2) Michigan I.D. Card 3) Prior Year City of Detroit Resident Income Tax Return
Group B: 1) W-4 Forms 2. Voter Registration Card 3) Current utility bill with the employee's name and Detroit street address indicated thereon. 4) Affidavit from neighbor or other disinterested party.

Detroit-Based Business w/Headquarter in Detroit

Phone No. of Headquarters 313-368-3460

Street Address 320 E. Saratoga Ave. Detroit, MI 48203

City/State/Zip _____

Names of Chief Executive Officer and High Level Managerial employees who have offices and perform management functions in Detroit.

Name	Title
<u>Christopher B. Horne</u>	<u>President</u>

Detroit Business Certification Program

FY 2013 - 2014

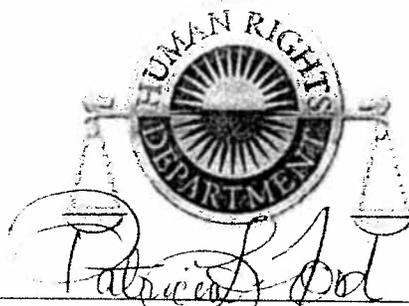
Certificate of Approval

This is to certify the business below has met all requirements set forth by the Human Rights Department as

**Detroit Headquartered Business (DHB),
Detroit Small Business (DSB), and
Minority-Owned Business Enterprise (MBE)**

commencing May 23, 2014 expiring on May 23, 2015.

*Fort Wayne
Contracting, Inc.*



Patricia L. Ford
Patricia L. Ford
Business Certification Specialist



City of Detroit
Mike Duggan, Mayor

NOTICE OF ENACTMENT OF ORDINANCE

TO: THE CITIZENS OF DETROIT

(On January 21, 2004, the City of Detroit adopted the following Ordinance)

ORDINANCE NO. 01-04

CHAPTER 18**ARTICLE V**

TO PROVIDE PREVAILING WAGE AND FRINGE BENEFIT RATES REQUIRED FOR CITY PROJECTS. AN ORDINANCE to amend Chapter 18, Article V, of the 1984 Detroit City Code, Division 4. Prevailing Wage and Fringe Benefit Rates Required for City Project, by removing existing and adding new language to Section 18-5-60, titled Definitions and Section 18-5-63, titled Requirement that a copy of prevailing wages be posted by contractor and subcontractors. Repealing existing sections and adding new sections titled Section 18-5-64 Complaint Process, Section 18-5-65, Requirement for investigation of complaint, Section 18-5-66 Termination of contract for Failure to pay; liability of contract and securities, Section 18-5-67, Conditions for tax abatement and Section 18-5-68 Penalties.

IT IS HEREBY ORDAINED BY THE PEOPLE OF THE CITY OF DETROIT THAT:

Section 1. That Chapter 18 of the 1984 Detroit City Code, Chapter 18, Article V, of the 1984 Detroit City Code, Division 4. Prevailing Wage and Fringe Benefit Rates Required for City Project, by removing and adding new language as follows:

Sec. 18-5-60. Definitions.

For the purpose of sections 18-5-60 through 18-5-66, the following words and phrases shall have the meaning ascribed to them by this section:

- (a) Construction mechanic shall mean a skilled or unskilled mechanic, laborer worker, helper, assistant, or apprentice working on a "city project", but shall not include executive, administrative, professional, office or custodial employees.
- (b) City project shall mean a public works construction project that is one hundred thousand dollars (\$100,000.00) or more. Such a "city project" shall include new construction, alteration, repair, installation, painting, decorating, completion, demolition, conditioning, reconditioning, or improvement of public buildings, work, or roads authorized by a "contracting agent". For purposes of this division "city project" includes the contracts and subcontracts entered into by the "contracting agent" and the bidder.
- (c) Contracting agent shall mean any designee, officer, board or commission of the city, or a city institution supported in whole or in part by city funds, authorized to enter into a contract for a "city project" or to perform a "city project" by the direct employment of labor.
- (d) Designee means a public official acting on behalf of the Finance Director.
- (e) Agencies means any department, office, authority, commission, quasi-public entity, multi member body, or other organization of city government.

Sec 18-5-61. Requirement for an express term regarding a minimum rate of wages.

Every contract executed between a contracting agent and a successful bidder as contractor, and entered into pursuant to advertisement and invitation to bid for the city project which requires or involves the employment of construction mechanics, except those subject to the jurisdiction of the City of Detroit civil service commission, and which is financed in whole or in part by the city, but excluding those projects covered by the Federal Davis-Bacon Act or the State Prevailing Wage Act (Act 166, P.A. 1965, MCLA 408.551 et seq.; MSA 17.256(1) et seq.) shall contain an express term that the rates of wages and fringe benefits to be paid to each class of mechanics by the bidder and all of his subcontractor shall be not less than the wage and fringe benefits rates prevailing in the city as established by the most recent survey of the Michigan Department of Labor for prevailing wage determination under Act 166, P.A. 1965 (Act 166, P.A. 1965), MCLA 408.551 et. seq., MSA 17.256 (1) et seq.). Should a prevailing wage determination survey for the city be concluded during the life of a successful bidder's contract and/or his subcontracts covered by this ordinance, the rates of wages and fringe benefits that are the minimum to be paid each class of mechanic shall be appropriately adjusted according to this most recent survey. Any such adjustments that require an amendment to the contract shall be effective upon approval by the city council.

Sec. 18-5-62. Public Works Contracts, Prevailing Wage Affidavit Required.

All executed public works contract by the City of Detroit and/or its agencies as prescribed in Section 18-5-60 (a) and 18-5-60 (b) shall include a copy of the Prevailing Wage Ordinance and a copy of the current prevailing wages and fringes as prescribed in Section 18-5-61. The executed contracts shall included a signed affidavit acknowledging that the prevailing wages shall be paid under terms of the contract by the contractor and subcontractors throughout the term of the contract.

Sec. 18-5-63. Requirement that a schedule of rates is to be part of specifications for city projects.

A schedule of the prevailing wage and fringe benefits for all classes of construction mechanics called for in a contract shall be made a part of the specifications for the work to be performed and shall be printed in the bidding forms where work is to be done by contract.

Sec. 18-5-64. Requirement that a copy of prevailing wages be posted by contractors and subcontractors.

Every contractor and subcontractor shall keep posted in a conspicuous place on the construction site a copy of all prevailing wage and fringe rates prescribed by the contractor. Each new employee shall be provided a copy of the prevailing wage and fringe rates document when he or she begins work. In addition, the contractor must supply additional copies of the wage and fringe rates document as request by employees. The contractor shall keep accurate records showing the name and occupation of and actual wages and benefits paid to each construction mechanic employed by the contractor in connection with said contract. This record shall be made available immediately on demand for inspection by the contracting agent of the city.

Section 18-5-65. Conditions for tax abatement.

All firms, companies, and businesses seeking tax abatement from the city shall as a condition of receiving that tax abatement agree to include prevailing wage schedules and payment of prevailing wages, as defined by this ordinance, on all construction work performed on the property for which the tax abatement is granted.

Sec. 18-5-66. Complaint process.

A person impacted by a violation of this ordinance may file a complaint with the [sic] city Finance director or his/her designee. If the complaint is not resolved to the complainant's [sic] satisfaction within the ninety day period, the complainant [sic] or his or her representative may bring an action in the appropriate to court enforce this ordinance. The court shall award reasonable attorneys fees and cost to a person who prevails in an enforcement action.

Sec. 18-5-67 Development of Complaint Procedures; Requirement for Investigation of complaint.

The Finance Department shall create appropriate policies, procedures, and documents necessary to implement the complaint procedure required by this ordinance. The Finance department shall submit these polices, procedures and documents to the City Council for review. The Finance Director or his/her designee shall be responsible for the enforcement of this complaint process. The city shall designate an individual or individual(s) who shall investigate any and all complaints or violations of this ordinance. A contract under investigation shall shall provide the Finance Director with weekly payroll records setting forth the name, address, telephone number, classification, wage rate and fringe benefit package of all employees who work on the contract, including the employees of contractors subcontractors and agents. Such weekly payroll records must include the required information for all city contracts and all other contracts on which the employee worked during the week in which the employee worked on the contract. Theses records will reflect the individual time each employee worked on the contract. These records will reflect the individual time each employee worked on project for each day of the project. Such records shall also set forth the total number of hours of overtime credited to each such employee for each day and week and the amount of overtime pay received for the week. The records shall set forth the full weekly wages earned by each employee and the actual hourly wage rate to the employee. The city shall begin the investigation within 3 days of receipt of a complaint and shall provide a written determination within 10 days of beginning its investigation with a copy of the determination to the complainant and the City Council, as to whether or not a violation has occurred.

Sec. 18-5-68. Termination of contract for failure to pay; liability of contractor and sureties.

The city of its agent, by written notice to the contractor and the sureties of the contractor known to the contracting agent, shall terminate the contractor's right to proceed with the contract for which less than the prevailing rates or wages and fringe benefits have been or will be paid and shall proceed to complete the contract by separate agreement with another contractor. The city or its

contracting agent shall withhold payment for work done by a contractor found to be in violation of not paying Prevailing Wages until liabilities of unpaid wages are paid to the effected workers under the contract. If a contractor fails to pay the liabilities for unpaid wages to the effected workers the City shall use the contractors withheld payments to secure a contractor to complete the work.

Sec 18-5-69, Penalties.

Any person, firm or corporation or combination thereof, including officers of any contracting agent, who violated the provision of this ordinance is guilty of a misdemeanor. In addition, any contractor found to be in violation of this division by any contracting agent shall be barred for two (2) years from bidding on any city project. In addition, if the contractor who is found in violation of the provision of this ordinance by the Finance Director in one contract and has additional contracts held by this contractor must be evaluated immediately to determine their compliance with this prevailing wage ordinance.

Any contractor or subcontractor who violate the prevailing wage requirement shall pay to each employee affected the amount of the deficiency, for each day of the violation . Violation of the ordinance shall also result in a penalty paid to the city in them amount of \$200.00 per a violation for each day the violation has occurred. The city shall withhold payments to the employer in such amounts as are necessary to effect the payment provided in this paragraph.

Section 2. All ordinances, or parts of ordinances, which conflict with this ordinance are repealed.

Section 3. This ordinance is declared necessary for the preservation of the public peace, health safety, and welfare of the People of the City of Detroit.

Section 4. If any clause, phrase, section or word of this ordinance is declared invalid or unconstitutional by a court of competent jurisdiction, such invalidity or unconstitutionally shall not affect any of the remaining clauses, paragraphs, phrases sections, sentences or words of this ordinance.

Section 5. This ordinance shall become effective on the sixtieth (60th) day after enactment in accordance with Section 4-115 of the 1997 Detroit City Charter.

(J.C.C.p.) November 12, 2003
Passed: January 7, 2004
Published: January 29, 2004
Effective: March 29, 2004

JACKIE L. CURRIE
City Clerk

SLAVERY ERA RECORDS AND INSURANCE DISCLOSURE ORDINANCE

NOTICE OF ENACTMENT OF ORDINANCE

TO: THE PEOPLE OF DETROIT, MICHIGAN

(On June 23, 2004, the City of Detroit adopted the following Ordinance)

ORDINANCE NO. 20-04

CHAPTER 18

ARTICLE V

AN ORDINANCE TO AMEND CHAPTER 18, ARTICLE V, OF THE 1984 DETROIT CITY CODE, TITLED "PURCHASES AND SUPPLIES." BY ADDING DIVISION 7. TITLED "SLAVERY ERA RECORDS AND INSURANCE DISCLOSURE." WHICH SHALL CONSIST OF SECTIONS 18-5-91 THROUGH 18-5-93, TO REQUIRE, AS PART OF THE CONTRACTING PROCESS, THAT EACH CONTRACTOR WITH WHICH THE CITY ENTERS INTO A CONTRACT SEARCH ITS RECORDS AND THOSE OF ANY PREDECESSOR ENTITY, AND SUBMIT AN AFFIDAVIT DISCLOSING ANY RECORDS WITHIN ITS POSSESSION OR KNOWLEDGE RELATING TO INVESTMENTS OR PROFITS FROM THE SLAVE INDUSTRY, INCLUDING INSURANCE POLICIES ISSUED TO SLAVE HOLDERS THAT PROVIDED COVERAGE FOR INJURY, DEATH OR OTHER LOSS RELATED TO SLAVES WHO WERE HELD DURING THE SLAVERY ERA IN THE UNITED STATES.

AN ORDINANCE to amend Chapter 18, Article V, of the 1984 Detroit City Code, titled "Purchases and Supplies." by adding Division 7. titled "Slavery Era Records and Insurance Disclosure." which shall consist of Sections 18-5-91 through 18-5-93, to require, as part of the contracting process, that each contractor with which the City enters into a contract search its records and those of any predecessor entity, and submit an affidavit disclosing any records within its possession or knowledge relation to investments or profits from the slave industry, including insurance policies issued to slave holders that provided coverage for injury, death or other loss related slaves who were held during the slavery era in the United States.

IT IS HEREBY ORDAINED BY THE PEOPLE OF THE CITY OF DETROIT THAT:

Section 1. Chapter 18, Article V, of the 1984 Detroit City Code, titled "Purchases and Supplies." by adding Division 7. titled "Slavery Era Records and Insurance Disclosure." which shall consist of Sections 18-5-91 through 18-5-93, to read as follows:

DIVISION 7. SLAVERY ERA RECORDS AND INSURANCE DISCLOSURE.

Sec. 18-5-91. Scope.

- (a) This division shall apply to each contractor for goods or services with which the City enters into a contract, whether or not the contract is subject to competitive bid.
- (b) Each contactor shall be responsible for searching and disclosing records of the entity which proposes to enter into a contract with the City as well as all records of any predecessor entity that are within the possession or knowledge of the contractor regarding records of Investments or profits from the slave Industry, including records of any insurance policies issued to slave holders which provided coverage for injury, death, or other loss related to slaves who were held during the slavery era in the United States.

SLAVERY ERA RECORDS AND INSURANCE DISCLOSURE ORDINANCE

Sec. 18-5-92. Affidavit of disclosure required.

- (a) As part of its contract package, each contractor with which the City enters into a contract shall submit to the Finance Department Purchasing Division prior to the submission to City Council or approval of such contract, an affidavit that discloses the information indicated in Subsection (b) and (c) of this section. The affidavit shall be on a form provided by the Finance Department Purchasing Division.
- (b) The affidavit shall verify that the contractor has searched all records of the entity which proposes to enter into a contract with the City, as well as all records of any predecessor entity, that are within the possession or knowledge of the contractor regarding records of investments or profits from the slave industry, including records of any insurance policies issued to slave holders which provided coverage for injury, death, or other loss related to slaves who were held during the slavery era in the United states.
- (c) The affidavit shall disclose ay information discovered during the search regarding investments or profits from slavery or slave holder insurance policies which accrued to the current entity or to any predecessor entity, including the names of any slaves or slave holders that are described in such records or are otherwise within the knowledge of the contractor.

Sec 18-5-93. Voidability of contract.

- (a) Failure to comply with this division shall render the contract voidable by the City.
- (b) A determination to void the contract for failure to comply with this division shall be made by the Director of the Finance Department at any time after reviewing, or become aware of, information which indicates that a contractor has failed to comply with this division.

Sec 18-5-94—18-5-100. Reserved.

Section 2. All ordinances, or parts of ordinances, that conflict with this ordinance are repealed.

Section 3. This ordinance is declared necessary for the preservation of the public peace, health, safety, and welfare of the People of the City of Detroit.

Section 4. In the event that this ordinance is passed by a two-thirds majority of City Council Members serving, it shall be given immediate effect and shall become effective upon publication in accordance with Section 4-116 of the 1997 Detroit City Charter. Where this ordinance is passed by less than a two-thirds (2/3) majority of City Council Members serving, it shall become effective no later that thirty (30) days after enactment, or on the first business day thereafter in accordance with Section 4-115 of the 1997 Detroit City Charter.

(J.C.C.p.)	May 5, 2004
Passed:	June 23, 2004
Published:	July 19, 2004
Effective:	July 19, 2004

JACKIE L. CURRIE
City Clerk



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PHONE 313 • 224 • 400
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www.ci.detroit.mi.us

EXECUTIVE ORDER NO. 2007-1

**TO: ALL BOARDS, COMMISSIONS, DEPARTMENT DIRECTORS,
CITY COUNCIL MEMBERS, AND THE CITY CLERK**

**SUBJECT UTILIZATION OF DETROIT RESIDENTS ON PUBLICLY-
FUNDED CONSTRUCTION PROJECTS**

DATE: SEPTEMBER 10, 2007

It is the policy of this Administration to encourage and maximize the utilization of Detroit residents on publicly-funded construction projects. An important component of the economic revitalization of Detroit is the employment of Detroit residents.

This Executive Order directs City departments and agencies to implement specific residency requirements on all construction projects funded, in whole or in part, by the City and applies to those funded by state or federal funds to the extent permitted by law.

All City of Detroit project construction contracts shall provide that at least **fifty-one percent (51%)** of the workforce must be bona-fide Detroit residents. In addition, Detroit residents shall perform **fifty-one percent (51%)** of the hours worked on the project. Workforce and project hours shall include work performed by Detroit residents in the various job categories: officials and managers; supervisors and forepersons, professionals, technicians, sales workers, office and clerical, skilled trades, craft workers, operators, laborers, service workers, apprentices, and on-the-job training positions.

Failure to meet the Detroit resident workforce requirement, including project hours, will result in the following monthly financial penalties.

Financial Penalties

Detroit Resident Hours

Monthly Recruitment Fee

45%-50%	3%
40%-44%	7%
30%-39%	10%
0% - 29%	15%

Developers, general contractors, prime contractors and sub-contractors are required to pass the requirements of this Executive Order down to all lower-tier contractors. However, it is the sole responsibility of the entity contracting with the City of Detroit to require all of their contractors to comply with the City of Detroit requirement to utilize fifty-one percent (51%) of Detroit residents on construction projects. In reaching the Detroit residency requirement, local union halls may be utilized, however, the City of Detroit Workforce Development Department and/or its designee shall be the first source utilized to recruit and hire Detroit residents; where Detroit residents are unavailable at the local union halls. **Failure to meet the requirements of this Executive Order will constitute a breach of contract and may result in immediate termination of the contract.**

At the option of the City of Detroit, any developer, general contractor, prime contractor, sub-contractor, or lower-tier contractor that is deficient in the utilization of Detroit residents may be barred from doing business with the City of Detroit for one (1) year. In addition, the City of Detroit reserves the right to re-bid the contract, in whole or in part, and/or hire its own workforce to complete the work.

All construction contracts, construction contract amendments, change orders, and extensions shall include the terms of this Executive Order. The Human Rights Department shall have the responsibility for preparing administrative guidelines, monitoring, and enforcing the provisions of this Executive Order

This Executive Order supersedes Executive Order No. 22 issued by Mayor Coleman A. Young on August 29, 1983. This executive order is effective November 1, 2007.

Signed: Kwame M. Kilpatrick
Mayor

Hiring Policy Compliance

Summary

The Detroit City Council has approved Ordinance No. 29-11; Detroit City Code of 1984 Section 18-5-81 *et seq.* This ordinance is a revision to the Purchasing Ordinance that relates to the hiring practices of City Contractors. It is commonly referred to as "Ban the Box".

Section 18-5-81 states that it is the purpose of the new ordinance "to ensure that City Contractors afford an individual who is qualified for a position, but has a criminal conviction, the opportunity to apply, and be considered, as an employee needed to fulfill the terms of the contract with the City of Detroit." This applies to all contracts over **\$25,000** that the City enters into, whether for goods or services, and whether or not subject to competitive bidding (although contracts entered into pursuant to a co-op arrangement are exempt). The revision to the Purchasing Ordinance requires that all Contractors shall not inquire about or consider the criminal conviction of their applicants until the prospective employer interviews or determines that the applicant is qualified. This revision does allow contractors to conduct criminal history background checks for positions where there is a statutory duty to perform a pre-employment screening, for example, a child care specialist position in a day care center. However, these exemptions should be verified through the Administration of the Purchasing Division or the City of Detroit Law Department, rather than presumed.

Contractors are responsible to ensure that their subcontractors comply with this policy. Should the contractor solicit any subcontracts, they must notify their subcontractors that there is a joint obligation. The City may, upon request, require documentation of any subcontract. The Hiring Policy Compliance has been incorporated with the other City required Clearances and Affidavits. **The executed Affidavit and a Copy of the Contractor's Application** will be required with all bid recommendations and contracts effective July 1, 2012.

Prior to the submission of a contract to City Council, Purchasing will require that the signed, "Hiring Policy Compliance Affidavit" must be a part of the contract package. This oath states the Contractor will affirm that their policies are in compliance with the requirements and that **a copy of the application form used to hire employees must be attached to the bid response.** A bid response without this affidavit and attached application will be deemed non-responsive, and will not be evaluated. The only exception will be grant funded contracts that include procurement regulations and procedures that prohibit this procedure.

NON COLLUSION AFFIDAVIT OF SUBCONTRACTOR

State of Michigan SS,

County of Wayne

Christopher B. Honor being first duly sworn, deposes and says that:

1. He is President (owner, partner, officer, representative, or agent) of Fort Wayne Contracting, Inc herein referred to as the "Subcontractor"

2. He is fully informed respecting the preparation and contents of the Subcontractor's Proposal submitted by the Subcontractor to Fort Wayne Contracting, Inc / Ajax Paving Industries Inc., Joint Venture, the Contractor for certain work in connection with the PW6965 Contract pertaining to 2.2 miles of HMA Resurfacing & Miscellaneous the Construction on Schorkroff between Wyoming & Grand Rider & Mt. Elliott between Seven Mile & Eight Mile Project in Detroit Michigan.

3. Such Subcontractor's Proposal is genuine and is not a collusive or sham Proposal:

Neither the Subcontractor nor any of its officers, partners, owners, agents, representatives, employees or parties in interest, including this affiant, has in any way colluded, conspired, connived, or agreed, directly or indirectly with any other Bidder, firm or person to submit a collusive or sham Proposal in connection with such Contract, or to refrain from submitting a proposal in connection with such Contract, or has in any manner, directly or indirectly, sought by unlawful agreement or connivance with any other Bidder, firm or person to fix the price or prices in said Subcontractor's Proposal, or to fix any overhead, profit or cost element of the price or prices in said Subcontractor's Proposal, or to secure through collusion, conspiracy, connivance or unlawful agreement any advantage against the City of Detroit or any person interested in the proposal contract; and

5. The price or prices quoted in the Subcontractor's Proposal are fair and proper and are not tainted by any collusion, conspiracy, connivance, or unlawful agreement on the part of the Bidder or any of its agents, representatives, owners, employees, or parties in interest, including this affiant

(Signed)

Christopher B. Honor
President

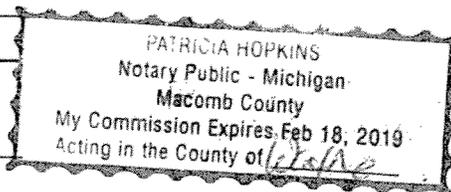
Title

Subscribed and sworn to before me this 25th day of August, 2014

Patricia Hopkins
Notary

Title

My commission expires: 2/18/2019



NON COLLUSION AFFIDAVIT OF SUBCONTRACTOR

State of Michigan SS,

County of Oakland

Clarence Jones being first duly sworn, deposes and says that:

1. He is Estimating Manager
(owner, partner, officer, representative, or agent)
of Ajax Paving Industries, Inc herein referred to as the
"Subcontractor"

2. He is fully informed respecting the preparation and contents of the Subcontractor's Proposal submitted by the
Subcontractor to Fort Wayne Contracting, Inc / Ajax Paving Industries, Inc, Joint Venture, the Contractor for certain
work in connection with the PL06965 Contract pertaining to
2.2 miles of HMA resurfacing & miscellaneous
the construction on Schodcraft between Wyoming & Grand Project in Detroit Michigan.
River & Mt. Elliott between Seven Mile & Eight Mile

3. Such Subcontractor's Proposal is genuine and is not a collusive or sham Proposal:

Neither the Subcontractor nor any of its officers,' partners, owners', agents, representatives, employees or parties in interest, including this affiant, has in any way colluded, conspired, connived, or agreed, directly or indirectly with any other Bidder, firm or person to submit a collusive or sham Proposal in connection with such Contract, or to refrain from submitting a proposal in connection with such Contract, or has in any manner, directly or indirectly, sought by unlawful agreement or connivance with any other Bidder, firm or person to fix the price or prices in said Subcontractor's Proposal, or to fix any overhead, profit or cost element of the price or prices in said Subcontractor's Proposal, or to secure through collusion, conspiracy, connivance or unlawful agreement any advantage against the City of Detroit or any person interested in the proposal contract; and

5. The price or prices quoted in the Subcontractor's Proposal are fair and proper and are not tainted by any collusion, conspiracy, connivance, or unlawful agreement on the part of the Bidder or any of its agents, representatives, owners, employees, or parties in interest, including this affiant.

(Signed) Clarence Jones
Estimating Manager
Ajax Paving Industries, Inc.

Subscribed and sworn to before me
this 28th day of August, 2014
Rebecca A. Tchorz

REBECCA A. TCHORZ
NOTARY PUBLIC, STATE OF MI
COUNTY OF WAYNE
MY COMMISSION EXPIRES Apr 10, 2018
ACTING IN COUNTY OF OAKLAND

Title
My commission expires: April 10, 2018

GENERAL CONDITIONS

GC. 1

(Revised as of June 1, 1964)

1. DEFINITIONS

The following words and expressions, or pronouns used in their stead, shall wherever they appear in this Contract, be construed as follows, unless a different meaning is clear from the context:

"Bulletin" shall mean any additional contract provisions, or change, revisions, or clarification of the Contract Documents issued in writing by the City Engineer, on behalf of the City, to prospective bidders prior to the receipt of bids.

"City" shall mean the City of Detroit, a municipal corporation, party of the first part, acting through that Official, Board, or Commission named in the Agreement as acting on behalf of the City.

"City Engineer" shall mean the City Engineer of the City of Detroit acting personally or, in his absence, through the then acting City Engineer.

"Engineer" shall mean the City Engineer of the City of Detroit acting directly, or indirectly through his authorized representatives acting within the limits of the respective authority delegated to them.

"City Engineer" shall mean the officer currently holding the office named in the Agreement as acting on behalf of the City in this Contract in accordance with the provisions of the Charter of the City of Detroit.

"Common Council" shall mean the City Council of the City of Detroit.

"Contract" or **"Contract Documents"** shall mean each of the various parts of the Contract referred to in Article 1 of the Agreement hereof, both as a whole and severally.

"Contractor" shall mean the party of the second part hereto, whether corporation, firm, or individual, or any combination thereof, and its, their, or his successors, personal representatives, executors, administrators and assigns, and any person, firm, or corporation who or which shall at any time be substituted in place of the party of the second part under this Contract, and shall include in their respective capacities, the President, Manager, or other officer or agent for the time being, representing or locally managing the work of any corporation contracting herein.

"Other Contractors" shall mean any contractor, other than the party of the second part or his subcontractors, who has a direct contract with the City of Detroit for work on or adjacent to the site of the work.

"Contract Work" shall mean everything expressly or impliedly required to be furnished and done by the Contractor by any one or more parts of the Contract Documents, except "extra work" as hereinafter defined; it being understood that, in case of any inconsistency between any part of parts of this Contract, the City Engineer shall determine which shall prevail.

"Extra Work" shall mean work other than that which is expressly or impliedly required by the Contract Documents at the time of execution of the Contract.

"Drawings" or **"Contract Drawings"** shall mean only those drawings specifically entitled as such and as listed in the Contract, or in any Bulletin, or any detailed drawing furnished by the City Engineer, pertaining or supplemental thereto.

"Implied Work" shall mean any work, except "Extra Work" that may have been omitted in the description of said work, but the use of which is implied or necessary, and shall be deemed to be included in this Contract and shall be furnished by the Contractor as if the same had been stated specifically, without any additional charge to the City.

"Inspector" shall mean any representative of the Engineer designated to inspect the work.

"Materialman" shall mean any person, firm, or corporation, other than employees of the Contractor, who or which contracts with the Contractor, or any of his subcontractors, to fabricate or deliver, or who actually fabricates or delivers, plant, materials, or equipment to be incorporated in the work.

"Notice" shall mean written notice.

"Specifications" or **"Contract Specifications"** shall mean all of the directions, requirements, and standards of performance applying to the work as hereinafter detailed and designated under the General Specifications and the several divisions of the Detailed Specifications.

"Site" shall mean the area upon or in which the Contractor's operations are carried on, and such other areas adjacent thereto as may be designated as such by the Engineer.

"Subcontractor" shall mean any person, firm, or corporation, other than employees of the Contractor, who or which contracts with the Contractor to furnish, or actually furnishes, labor, or labor and materials, or labor and equipment, at or about the site, but shall not include one who merely furnishes materials or equipment.

"The Work" shall mean all structures, equipment, plant, labor, materials, and facilities or things now or hereafter required to be furnished, installed, or done by the Contractor under or pursuant to this Contract, including extra work; and "performance of work" and words of similar import shall mean the furnishing, installation, or doing thereof.

"Directed", **"Required"**, **"Approved"**, and words of like import whenever they apply to the work or its performance; the words "directed," "required," "permitted," "ordered," "designated," "establish," "prescribed," and words of like import used in the Contract, Specifications, or upon the Drawings, shall imply the direction, requirement, permission, order, designation, or prescription of the Engineer; and "approved," "acceptable," and words of like import shall mean approved by or acceptable to the Engineer.

"Approved Equal" shall mean materials, articles, or methods which have been approved by the Engineer as being equal to those specified or shown on the Drawings.

2. CORRELATION & INTENT OF DOCUMENTS

The Contract Documents are complementary and what is called for by any one shall be binding as if called for by all. The intent of the documents, unless otherwise specifically provided, is to produce complete and finished work. No verbal conversation, understanding, or agreement with any officer or employee of the City, either before or after the execution of the Contract, shall affect or modify any of the terms, conditions, or obligations contained in the Contract Documents.

A. Contract Drawings & Specifications: The Engineer will furnish the Contractor, without charge, such copies of the Contract and any Supplemental Drawings and Specifications reasonably necessary for the proper execution of the work. The Contractor shall keep on the site of the work at least one copy of all Drawings and Specifications which shall be accessible at all times to the Engineer.

Anything mentioned in the Specifications and not shown on the Drawings, or shown on the Drawings and not mentioned in the Specifications, shall be of like effect as if shown on or mentioned in both. In case of any apparent difference between the Drawings and Specifications, the Contractor shall refer the matter to the Engineer for a decision as to which, in accordance with the intent of the Contract Documents, shall govern. Procedure without such decision shall be at the Contractor's own risk and expense.

B. Supplemental Drawings & Specifications: In order to carry out the intent of the Contract Documents and to assist the Contractor in performing his work, the City Engineer, after the execution of the Contract, may, by Supplemental Drawings, Specifications, or otherwise, furnish additional instructions, enlarged-scale, additional, or revised details, as may be necessary for construction purposes.

All such Supplemental Drawings, Specifications, or instructions are intended to be consistent with the Contract Documents, true developments thereof, and reasonably inferable therefrom. Therefore, no extra costs will be allowed by the City on a claim that particular Supplemental Drawings, Specifications, or instructions differ from the requirements of the Contract Documents, incurring extra costs, unless the Contractor has first brought the matter, in writing, to the City Engineer's attention for proper adjustment before proceeding with the work covered by such.

If the City Engineer shall decide that there is no departure from the requirements of the Contract Documents, the Contractor shall then proceed with the work as shown, specified, or directed. If the City Engineer shall decide that extra work is involved, he will so modify the Supplemental Drawings, Specifications, or instructions to eliminate the extra work, or cause a City's written order to be issued in accordance with Article 19 herein.

C. Errors and Corrections in Drawings & Specifications: The Contractor shall not be allowed to take advantage of any manifest errors, omissions, or discrepancies in the Drawings or Specifications, as full instructions will be issued by the City Engineer for correction in accordance with the original intent of the Contract Documents. In case of any errors, omissions, or discrepancies in the Drawings or Specifications, the Contractor shall promptly submit the

matter to the City Engineer who, in turn, shall promptly make a determination and issue the necessary instructions in writing. Any adjustment by the Contractor without this determination and instructions shall be at the Contractor's own risk and expense.

The work is to be made complete as intended by the Contract Documents, notwithstanding minor omissions in the Drawings & Specifications.

3. CONTRACTOR'S WARRANTIES & UNDERSTANDING

In consideration of, and to induce the award of the Contract to him, the Contractor represents and warrants:

- A. That he is financially solvent, and sufficiently experienced and competent to perform the work; and
- B. That the facts stated in the Proposal and the information given by him pursuant to the Bidding Documents are true and correct in all respects; and
- C. That he has read, understands, and complied with all the requirements set forth in the Bidding Documents; and
- D. That he has, by careful examination, satisfied himself as to the nature, amount, and location of the work, the character of construction equipment and facilities needed to perform the work, the general and local conditions, and all other matters which may in any way affect the work under this Contract.

Unless otherwise specifically provided for in the Contract Documents, the Contractor shall do all the work and shall furnish all the tools and appliances except as herein otherwise specified, necessary or proper for performing and completing the work required by this Contract, in the manner and within the time herein prescribed.

4. CONTRACTOR'S RESPONSIBILITIES

In addition to those matters elsewhere expressly made the responsibility of the Contractor, the Contractor shall have the full and direct responsibility for the performance of the work under this Contract. He shall take all precautions for safely conducting the work and preventing injuries or damage to persons or property on or about the work. He shall bear all losses, if any, resulting to him on account of the amount and character of the work, or because the conditions under which the work must be done are different from what were estimated or anticipated by him, or because of weather, floods, elements, or other causes. He shall assume the defense and save harmless the City of Detroit and its individual officers, employees, or agents from any and all claims arising out of the work performed or to be performed, and for any act or neglect of the Contractor, his agents or employees.

The mention of any specific responsibility or liability of the Contractor in this or in any part of the Contract Documents shall not be construed as a limitation or restriction upon the general responsibility or liability imposed on the Contractor by the Contract Documents.

5. COMPLIANCE WITH LAWS

The Contractor shall fully comply with all local, state and federal laws, ordinances, and regulations applicable to this Contract and the work to be done hereunder.

GENERAL CONDITIONS

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The Contractor shall secure all permits and licenses necessary for the prosecution of the work and shall fully comply with all their terms and conditions. All required permits and licenses shall be secured by the Contractor without additional cost to the City.

It is the intent that all work required to be done under this Contract comply with the applicable permits and licenses as issued to the Contractor. Should any applicable permit or license be issued with special supplemental requirements pertaining specifically to this Contract which are in variance with express Contract requirements, the Contractor shall immediately report the matter in writing, to the City Engineer for determination and adjustment as may be found necessary. The City Engineer will cause a written order to be issued in accordance with the Articles 19 and 20 herein covering such changes in the work as may be necessary to comply with such special supplemental conditions or requirements, unless the City Engineer secures a written waiver covering the difference from the issuing department or agency.

Should Contractor fail to observe the foregoing provisions and construct work in variance with any special supplemental requirements of the applicable permit or license pertaining specifically to the work under this Contract, or with such as amended by waiver, notwithstanding the fact that such construction is in compliance with the Drawings and Specifications, the Contractor shall remove such work without cost to the City, but the City's written order will be issued only to cover the excess cost, if any, that the Contractor would have been entitled to receive if the change had been made before the Contractor commenced work on the items involved.

Should the issuing department or agency after issuing the permit or license later require changes in the work constructed in accordance with the Drawings & Specifications, or the special supplemental requirements of such permits or licenses, the City Engineer will cause a written order to be issued in accordance with Articles 19 and 20 herein covering such changes in the work as may be necessary to conform to the later requirements.

6. PROTECTION OF WORK & OF PERSONS AND PROPERTY

During the performance and up to date of final acceptance, the Contractor shall be under absolute obligation to protect the finished and unfinished work against any damage, loss, or injury. In event of such damage, loss, or injury, the Contractor shall promptly replace or repair such work, whichever the Engineer shall determine to be preferable. The obligation to deliver finished work in strict accordance with the Contract prior to final acceptance shall be absolute and shall not be affected by the Engineer's approval of or failure to prohibit means and methods of construction used by the Contractor.

During performance and up to the date of final acceptance, the Contractor shall take all reasonable precautions to protect the persons and property of City and others on or adjacent to the site of the work from damage, loss, or injury from his or his subcontractors' operations under this Contract, except such property as the owners thereof may themselves be under a legal duty to protect. The Contractor's obligation to protect shall include the duty to provide, place, and adequately maintain at or about the site, suitable guards,

lights, barricades, enclosures, danger signals, provide watchmen and such other facilities for protection required by public authority, local conditions, or by order of the Engineer. In an emergency affecting the safety of life or of the work or of adjoining property, the Contractor, without special instruction or authorization of the Engineer, shall take such action necessary to prevent threatened damage, loss, or injury.

Within three days after notice to him of the happening of any such damage, loss, or injury to persons, work, or property, the Contractor shall make a full and complete report thereof in writing to the City Engineer.

If the persons or property of others on or adjacent to the site sustain damage, loss, or injury resulting directly or indirectly from the work of the Contractor, or his subcontractors, in the performance of this Contract, or from his or their failure to comply with any of the provisions of this Contract or law, the Contractor shall defend, indemnify, and hold the City harmless from any and all claims and judgments to which the City may be subjected or which it may suffer or incur by reason thereof.

The provisions of this Article shall not be deemed to create any new right of action in favor of third parties against the Contractor, or the City.

7. PROTECTION FOR LABOR & MATERIAL

The Contractor for himself or any of his subcontractors shall pay all indebtedness which may become due to any person, firm, or corporation having furnished labor, materials, or both in the performance of this Contract. The "Payment Bond" furnished by this Contract is pursuant to Act 351 of the Public Acts of Michigan for the year 1972, as it may be amended to date. It shall be the responsibility of each person, firm, or corporation claiming to have furnished labor, materials, or both, in connection with this Contract, to protect his or its interests in the manner prescribed by the Act 351.

8. INSURANCE

During performance and up to the date of final acceptance of the work, the Contractor shall effect and maintain the following types of insurance, when so required by the Standard Notice to Bidders and in amounts not less than those stated therein. Such insurance shall be carried by financially responsible insurance companies, licensed in the State of Michigan, and satisfactory to the City. Before commencing work, the Contractor shall submit the original or certified copies of his policies to the Engineer for review and approval. Any policy found not satisfactory shall be corrected or replaced by a new policy and, if necessary, from another company. Insurance policies covering operations under this Contract which expire before final acceptance of the work shall be renewed and the new policies submitted to the Engineer for review and approval. All policies which are subject to cancellation shall be endorsed to provide that such cancellation shall not become effective without twenty days' prior notification to the City Engineer for Workmen's Compensation and ten day's prior notification for all other types of insurance. Certificates of insurance shall also be filed with the City Engineer.

GENERAL CONDITIONS

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A. Workmen's Compensation Insurance: All employees of the Contractor and his subcontractors engaged in work at the site shall be covered by Workmen's Compensation Insurance, in accordance with the Michigan State Compensation Law. In case any work is sublet, the Contractor shall require each subcontractor to similarly provide Workmen's Compensation Insurance for his respective employees, unless such employees are covered by the insurance provided by the Contractor.

B. Public Liability and Property Damage Insurance: Public Liability Insurance and Property Damage Insurance shall protect the Contractor against his liability because of injury, sickness, or disease, including death at any time resulting therefrom sustained by any person, not employees, and against his liability because of injury to or destruction of property of others, including the loss or use thereof, respectively, caused by any and all operations under this Contract, including, but not limited to, the use of any and all types of construction equipment and methods used on the work.

In case any work is sublet, the Contractor shall effect and maintain Protective or Contingent Public Liability and Property Damage Insurance, in amounts not less than those fixed for Public Liability and Property Damage Insurance, to protect him against his liability arising out of the operations at the site of such subcontractors.

In addition to the above requirements, if any work is sublet, the Contractor shall require each subcontractor not fully protected under the Contractor's Public Liability and Property Damage Insurance Policies, to effect and maintain during the period of his respective operations at the site, Public Liability and Property Damage Insurance. The amounts of such insurance, if not in the same amounts as fixed for the Contractor, shall be determined by the Engineer based on the nature and potential hazards of the operations of the respective subcontractors, and shall not necessarily be based on the amount of the subcontract. In no case, however, shall the amount of such coverage for Public Liability be less than \$100,000 for one person and \$300,000 for each accident or occurrence, nor the amount for Property Damage be less than \$100,000 for each accident and \$300,000 for aggregate operations, and may be fixed up to and including the amounts fixed in the Special Notice to Bidders.

C. Fire Insurance: Fire Insurance with Extended Coverage and Vandalism & Malicious Mischief endorsements shall be at 100 per cent value, and shall include items of labor and materials connected therewith whether in or adjacent to the structure insured; materials in place, or to be used as part of the permanent construction, including surplus materials, shanties, protective fences, bridges, or temporary structures; miscellaneous materials and supplies incident to the work; and such scaffolding, stages, towers, forms, and equipment as are not owned or rented by the Contractor, the cost of which is included in the cost of the work. This insurance shall not cover any tools owned by mechanics, any tools, equipment, scaffolding, stages, towers, and forms owned by the Contractor, the capital value of which is not included in the cost of the work.

The policy shall be secured in the name of the City of Detroit for the benefit of the Contractor and/or the City, as the City Engineer shall find their respective interests to

appear. The original of the policy shall be filed with the City Engineer for transmittal to the City Controller, who shall retain it until the work has been physically completed and found, by the City Engineer, to be acceptable under the terms of the Contract. The policy shall not be canceled or permitted to expire without the consent of the City Engineer in writing.

The loss, if any, when paid, except such portion or portions thereof which may be applied for loss or damage to the Contractor's temporary plant and equipment, shall be retained by the City as security for the performance by the Contractor of his obligations under the Contract, and shall be released to the Contractor in periodical payments as such performance progresses.

D. Other Insurance: Other types of insurance, if any, shall be in the amounts as fixed in the Special Notice to Bidders. All applicable provisions of this Article shall also apply to such additional insurance.

9. MATERIALS & WORKMANSHIP

Unless otherwise expressly provided in the Contract Drawings or Specifications, the work shall be performed in accordance with the best modern practice with materials and workmanship of the highest quality for the particular purpose. The Engineer shall judge and determine the Contractor's compliance with these requirements.

Where materials, equipment, or articles are specified by a particular brand, or name of a proprietary product, or "approved equal," the Engineer shall decide the question of quality of other materials, equipment, or articles proposed by the Contractor. Materials, equipment, or articles specified by reference to the number of a specific standard, such as an A.S.T.M. Standard, a Federal Specification, or similar standard, shall comply with such standard, except as limited to type, class or grade, or modified in such reference. The Standards referred to, except as modified in the Specifications, shall have full force and effect as though printed in full therein.

The Contractor shall be free to secure the approved materials, equipment, and articles from sources of his own selection. However, if the Engineer finds that the work will be delayed or adversely affected in any way because a selected source of supply cannot furnish a uniform product in sufficient quantity and at the time required, or the product is not suitable for the work, the Engineer shall have the right to require the original source of supply changed by the Contractor. The Contractor shall have no claim for extra cost or damage because of this requirement.

10. INFORMATION BY THE CONTRACTOR

The Contractor shall submit to the Engineer for approval, information concerning the materials, equipment, and articles which he proposes to furnish and the manner or arrangements for incorporating them in the work. This information shall be complete to the extent necessary that the Engineer may intelligently determine if the proposed materials, equipment, articles, manners, and arrangements are acceptable and will meet the Contract requirements. The information shall be in the form and submitted in the manner prescribed in the General Specifications or as directed by the Engineer.

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The information shall be submitted on dates sufficiently in advance of requirements to afford the Engineer ample time to check it, including time for correcting, resubmitting, and recheck, if necessary, and no request for an extension of the Contract time for completion will be granted to the Contractor by reason of his failure in this respect.

Any work done by or for the Contractor prior to the Engineer's required approval of materials, equipment, articles, and their arrangements, based on the information submitted by the Contractor, shall be at the Contractor's own risk and subject to subsequent rejection.

The approval of the Contractor's information covering materials, equipment, articles, manners, and arrangements by the Engineer shall be general and shall not relieve the Contractor from responsibility for adherence to the Contract, nor shall it relieve him of responsibility for any errors which may exist.

11. MEANS AND METHODS OF CONSTRUCTION

Unless otherwise expressly provided in Contract Drawings, Specifications, or Bulletins, the means and methods of construction shall be such as the Contractor may choose; subject, however, to the Engineer's right to prohibit means and methods proposed by the Contractor which in the Engineer's judgment:

- A. Will constitute a hazard to the work, or to persons or property, or violate express requirements of applicable laws or ordinances; or
- B. Will cause unnecessary or unreasonable inconvenience to the public; or
- C. Will not produce finished work in accordance with the requirements of the Contract Documents; or
- D. Will not assure the work to be completed within the time allowed by the Contract.

The Engineer's approval of the Contractor's means or methods of construction, or the Engineer's failure to exercise his right to prohibit such means or methods, shall not relieve the Contractor of his obligation to accomplish the result intended by the Contract; nor shall the exercise of such right to prohibit create a cause of action for damages.

Where the Contract Drawings, Specifications, or Bulletins require the use of specific means or methods of construction, the Contractor shall submit his proposed plan of procedure to the Engineer sufficiently in advance to permit a reasonable time for determining the adequacy and safety of the proposed plan. Failure to so submit the proposed plan within a reasonable time shall not create a cause of action for damages for the resulting delay in the work or be a cause for extension of time by the City for completion of the work.

12. SUPERINTENDENCE BY CONTRACTOR

The work under this Contract shall be under the direct charge and superintendence of the Contractor. Except where the Contractor is an individual and gives his personal superintendence to the work, the Contractor shall provide a competent superintendent or general foreman on the work at all times during progress with full authority to act for him. The Contractor shall also provide an adequate staff for the coordination and expediting of his work.

The superintendent and staff shall be satisfactory to the Engineer. The superintendent or general foreman shall not be changed during this Contract except with the written consent of the City Engineer unless the superintendent or general foreman proves unsatisfactory to the Contractor and ceases to be in his employ.

13. EMPLOYEES

The Contractor shall employ only competent, efficient workmen and shall not use on the work any unfit person or one not skilled in the work assigned to him, and shall at all times maintain good order among his employees.

Whenever the Engineer shall inform the Contractor, in writing, that, in his opinion, any employee is unfit, unskilled, disobedient, or is disrupting the orderly progress of the work, such employee shall be removed from the work and shall not again be employed on it.

Neither party shall employ or hire any employee of the other party without the latter's consent.

14. WORKING AREA

The Contractor shall confine his equipment, storage of materials, and construction operations to the area shown on the Contract Drawings or stated in the Specifications, prescribed by ordinance, laws, or permits, or as may be directed by the Engineer, and shall not unreasonably encumber the site or public rights-of-way with his construction equipment, plant or materials.

Such area shall not be deemed for the exclusive use of the Contractor. Other contractors of the City may enter upon and use such portions of the area and for such times as determined necessary by the Engineer for all purposes required by their contracts. The Contractor shall give to such other contractors all reasonable facilities and assistance to the end that the work on this and the other contracts will not be unduly or unreasonably delayed. Any additional grounds desired by the Contractor for his use shall be provided by him at his own cost and expense.

15. OTHER CONTRACTORS

The City of Detroit may award other contracts for additional work on this project, or contiguous thereto, and the Contractor shall fully cooperate with such other contractors and shall coordinate and fit his work to be done hereunder to such additional work as may be directed by the Engineer. The Contractor shall not commit or permit any act that will interfere with the performance of work by any other contractor.

If the City Engineer shall determine that Contractor is failing to coordinate or fit his work with the work of other contractors or City forces as directed by him or his authorized representative:

- A. The City shall have the right to withhold payments due hereunder until such time as the Contractor complies; and
- B. The Contractor shall indemnify and hold the City harmless from any and all claims of judgment from damages and from costs and expenses which the City may suffer, incur, or be subjected to by the Contractor's failure to carry out the Engineer's directions; and

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- C. The City shall have the right to retain such monies as provided for in Article 33 herein as the City may decide necessary to protect itself with respect to claims which may be made for damages caused by the failure to carry out the Engineer's directions.

Upon receiving written notice from the Contractor that another contractor is failing to coordinate his work with the work under this Contract as directed by the Engineer, the City Engineer will promptly investigate the charge and take such necessary action as the situation may require. However, the City shall not be liable to the Contractor for damages suffered by this Contractor through failure of another contractor to carry out the directions of the Engineer, or by reasons of another contractor's default in performance, as the City makes no warranty as to the responsibility or continued ability of another contractor.

If the Contractor suffers damage by reason of any act or omission of such other contractor, the Contractor shall have no claim against the City, but shall have the right to recover such damages from the other contractor under the provision similar to the following provision which has or will be inserted in the contracts with such other contractors who are or who will be performing work upon the site of the work to be performed hereunder.

Should any other contractor having, or who shall hereafter have, a contract with the City of Detroit for the performance of work upon the site of the work to be performed hereunder, suffer any damage through the act or omission of the Contractor hereunder, or through any act or omission of any subcontractor of the Contractor, the Contractor agrees to reimburse such other contractor for all such damages and hold the City harmless from all such claims.

16. CITY'S RIGHTS TO SUSPEND WORK

The City shall have the right by written order to require the Contractor to suspend the whole or part of the work whenever, in the judgment of the City Officer, such suspension is required:

- A. In the interest of the City generally;
- B. Due to Government controls or orders which make performance of this Contract temporarily impossible or illegal;
- C. To coordinate the work of the various contractors engaged on this project;
- D. To expedite the completion of the entire project even though the completion of this particular Contract may be thereby delayed.

The written order of the City Officer to the Contractor shall state the reasons for suspending work and the anticipated periods for such suspension. Upon receipt of the City Officer's written order, the Contractor shall suspend the work covered by the order and shall take such means and precautions as may be necessary to properly protect the finished and partially finished work, the unused materials, and uninstalled equipment. Work shall not be again resumed on that part of the work ordered suspended until ordered by the City Officer in writing so to do.

No additional compensation shall be paid to the Contractor for such suspension other than:

- A) Extending the time for the completion of the work, as much as it may have been delayed by such suspension, as determined by the City Engineer;
- B) The actual and necessary costs of properly protecting the finished and partially finished work, unused materials, and uninstalled equipment during the period of the ordered suspension as determined by the City Engineer as being beyond the Contract requirements. Such costs, if any, shall be determined on the basis set forth in Article 20 herein.

If the City Engineer does not give the Contractor a written order to resume work within 60 days from the date fixed in the written order to suspend work, then the Contractor shall be entitled to receive any money retained by the City on all work done on the portions ordered delayed. Such money so released will be included in the next succeeding progress payment.

If the City Engineer does not issue the written order to resume work within 90 calendar days from the date fixed in the written order to suspend work, then the Contractor may at any time thereafter notify the City Officer, in writing, with a copy to the City Engineer, of his intention to terminate the Contract within a stipulated time from the date of such notification, which time shall not be less than 30 days, unless the written order to resume work is issued by the City Officer within such stipulated time. If, at the expiration of the time stipulated in the Contractor's written notification, the written order to resume work has not been issued by the City Officer, the Contract will be considered terminated. Final settlement with the Contractor for the work performed will be made in accordance with the provisions of Article 27 herein.

17. USE OF COMPLETED PORTIONS OF WORK

The City may, after written notice by the City Officer to the Contractor, take over and use any completed portion of work prior to the final completion of the entire work included in the Contract, and notwithstanding that the time allowed for final completion has not expired. The Contractor shall not object to, nor interfere in any way with, such occupancy or use after receipt of the City Officer's written notice.

Immediately prior to such occupancy and use, the Engineer will inspect such portion of the work to be taken over and will furnish the Contractor a written statement of the work, if any, still to be done on such part. The Contractor shall promptly thereafter complete such unfinished work to permit occupancy and use on the date specified in the City Officer's written order, unless the Engineer shall permit specific items of work to be finished after the occupancy and use by the City.

The Contractor shall not be responsible for any damage or maintenance costs due directly to the occupancy and use of such part by the City. The period of guarantee, if any, for such portion of the work shall begin on the date of occupancy and use by the City. If the occupancy and use of such portion directly causes a delay in completion of the balance of the work beyond the time allowed for final completion of the entire work, then the Contractor will be allowed an extension of time commensurate with such delay as determined by the City Officer in accordance with the provisions of Article 18 herein.

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When the Contract requires that the Contractor provides fire insurance in accordance with Article 8 herein, such insurance shall not be cancelled or reduced in amount by reason of the occupancy and use by the City of any completed portion of the work. The insurance in the full amount as required by the Contract shall be kept in force and at the Contractor's expense until final acceptance of the entire Contract.

18. DELAYS AND EXTENSION OF TIME

An extension of time for completion of the work under the Contract may be granted by the City Officer, subject to conditions of this Article, but only upon the written application of the Contractor.

In general, an extension of time will be granted by the City Officer only if the delay is unavoidable and substantial, not the fault of the Contractor, and could not be reasonably anticipated or adequately guarded against. The Contractor will not be liable for liquidated damages during the period for which time of completion is extended by the City.

A. Grounds for Extension: The Contractor shall be entitled to a reasonable extension of time for unavoidable delay in completion caused solely by:

- 1) Any acts or omissions of the City, its officers, or employees;
- 2) Any acts of other public authority;
- 3) Causes not reasonably foreseeable by the parties at the time of execution of this Contract and which are entirely beyond the control and without the fault or negligence of the Contractor, including, but not limited to, acts of God, or the public enemy, war or other national emergency making performance temporarily impossible or illegal, acts or omission of other contractors, strikes and labor disputes not brought on by any act or omission of the Contractor, fires, floods, epidemics, quarantine restrictions, freight embargoes, weather of unusual severity such as cyclones or tornadoes, or excessive abnormal weather.

B. Concurrent Causes of Delay: The Contractor shall not be entitled to receive a separate extension of time for each of several causes of delay operating concurrently, but, if at all, only for the actual period of delay in completion of the work as determined by the City Officer, irrespective of the number of the causes contributing to produce the delay. If one of the several causes of delay operating concurrently results from any act, fault, or omission of the Contractor or his subcontractors or materialmen, and would of itself, irrespective of the current causes, have delayed the work, no extension of time will be allowed for the period resulting from such act, fault, or omission.

C. Delays of Subcontractors or Materialmen: Delays caused by the Contractor's subcontractors or materialmen will, in themselves, not be causes for an extension of time by the City Officer. Such delays to warrant an extension of time must be occasioned by the same causes specified in "A" above, "Grounds for Extension".

D. Delays by Other Contractors: If several contracts are entered into by the City for performance of work on the site of this contract and the specified time of completion of the work under the several contracts is predicated on the work being carried on concurrently, the Contractor will not be entitled to any extensions of time because of necessary interruptions to or suspensions of his work, required to enable the other contractors to perform their work on the site, as such necessary interruptions to or suspension of his work where taken into consideration in fixing the Contract time for completion.

E. Contractor's Application: The Contractor shall submit his written application to the City Engineer within five days from the beginning of the claimed delay, unless the City Engineer should grant additional time if, in his judgment, circumstances so justify, but in any event prior to the Contract date for final completion. Should the delay claimed be for acts or omissions of the City which the City might have rectified or mitigated had the Contractor more promptly submitted his application, the Contractor shall not be entitled to an extension of time for such period of delay as determined by the City Officer resulted from failure of the Contractor to more promptly submit his application. The Contractor's application shall set forth in detail the nature of each alleged cause of delay, the date upon which each such cause of delay began and, if not still continuing, when ended, with the number of days delay attributable to each of such causes. The application shall also give the reason why, in the Contractor's opinion, the delay was unavoidable and beyond his control.

If the Contractor claims that a proposed change in or modification of the Contract will require an extension of time of final completion of the work under the Contract, the Contractor shall submit, as part of his proposal for the proposed change or modification, the extent of additional time required and reasons therefor. Such application will be considered in the same manner as other applications for an extension of time and the determination made by the City Officer will be incorporated in the City Officer's written order, if issued, for the change or modification.

F. City Engineer's Recommendation: The City Engineer will review the Contractor's application and shall ascertain the facts, and the cause and extent of delay and make a recommendation to the City Officer. The City Engineer shall have the authority to request the Contractor to furnish additional information to substantiate any statements or claims made in the application. Failure of the Contractor to promptly and fully furnish the additional information requested shall be deemed a waiver on the part of the Contractor for an extension of time requested. The City Engineer shall be under no obligation, however, to request additional information and may confine his review and base his decision solely on the statements made in the Contractor's original written application.

G. City Officer's Determination: The City Engineer will make a determination based, based on the ascertained facts and the terms of this Contract, if an extension of time is justified, and, if so, will extend the time for completing the work for a period commensurate with the period of excusable delay. The determination made by the City Officer shall be binding and conclusive on the Contractor.

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If the City Officer determines that the causes of delay justify an extension of time but the period of such extension can not be simultaneously determined due to the delay still continuing, the City Officer, will extend the time of completion for the delay attributable to such causes, with the proviso that the commensurate period of the extension of time will be later determined when the period of excusable delay can be definitely established. Such extension of time, without the actual period being initially determined, shall in no wise tend to modify or abrogate the Contract provision that time is of the essence, nor permit claim for additional time because of avoidable consequential delays.

H. Permitting Continuation of Work:

Permitting the Contractor to continue with the work after the time fixed in the Contract has expired, or after the time to which such completion may have been extended has expired, or the making of any payments to the Contractor after such time, shall in no wise operate as a waiver on the part of the City of any of its rights under this Contract and shall not in any way release the sureties hereunder.

I. No Damages for Delay: The Contractor agrees to make no claim for damages for delay in the performance of this Contract occasioned by any act or omission of the City and agrees that any such claim shall be fully compensated for by an extension of time to complete performance of the work, as provided for herein.

19. CHANGE OR MODIFICATION OF CONTRACT

The City Officer may, from time to time, by written order to the Contractor, change or modify this Contract, provided the general character of the work as a whole is not materially affected thereby. Such changes or modifications shall not invalidate the Contract or the surety bonds, nor relieve or release the Contractor or Surety from any of their respective obligations or liabilities under the Contract or bonds. Drawings in themselves shall not be considered as a written order.

The written order shall be valid only when signed by the City Officer and, in addition, if the change or modification results in an increase of \$1,000 or more in Contract price, the approval of the Common Council has been obtained. The written order shall designate the amount of the adjustment, if any, in the Contract price and stipulate any extension in time for completion of the Contract.

When, in the judgment of the Engineer, circumstances necessitate, but time does not permit the prior determination of the adjustment in the Contract price or in the time of completion, if any, the Engineer shall have authority to issue, on behalf of the City Officer, the required written order, designated as an "emergency order." Such emergency order shall be later confirmed in writing by the City Officer when the adjustment in the Contract price or time of completion, if any, has been determined.

The Engineer shall also have authority to issue a written order on behalf of the City Officer for changes or modifications not involving adjustments in the Contract price or in the time of completion.

20. METHODS FOR DETERMINING ADJUSTMENTS IN CONTRACT PRICE

Adjustments, if any, in the Contract price, either additive or subtractive, by reason of a change or modification in the Contract ordered in writing by the City Officer, shall be limited to the amount stated in the written order. Adjustment in price shall be determined by one or more of the following methods, the City Engineer having the right to select the method or methods used:

A. Lump Sum Amount: By this method, the amount of the adjustment will be the amount of an acceptable lump sum proposal from the Contractor. To facilitate checking and acceptance, the City Engineer shall have the right to require the Contractor's lump sum proposal to be itemized with quantities and prices for the various items.

B. Unit Price: By this method, the amount of the adjustment will be computed by applying acceptable unit prices to the various items. The unit prices may be those for which there are applicable unit prices in the original Proposal, the approved Detailed Estimate, or may be those fixed by subsequent agreement between the City and Contractor.

C. Cost-Plus-Limited Amount: By this method, the amount of adjustment will be determined by (a) the actual, necessary, and reasonable costs directly incurred by the Contractor or subcontractor, plus (b) a fixed percent, and (c) with the total amount limited to the maximum amount stated in the City Officer's written order.

The total amount of the adjustment will be determined as follows:

"Actual Cost" will consist of:

- 1) **Labor:** Being the amount shown on the Contractor's payroll for direct labor used, with payroll taxes or contributions for Unemployment Insurance Compensation and Federal Social Security, etc., added, when same have been incurred. In no case, however, shall the wage rates charged for labor exceed the wage rates paid for the same class of labor employed on the original Contract work; plus
- 2) **Materials:** Being the net cost of materials, including the cost of transportation to the site, as shown by invoices; plus
- 3) **Equipment:** Being the actual cost of equipment rental, or rental value if contractor-owned, but not to exceed the prevailing rentals charged in the Detroit district for equipment of like size and condition, plus the actual incurred costs for necessary supplies and repairs for operating the equipment; plus
- 4) **Insurance:** Being the net additional cost of insurance premiums which are incurred and which are determined from the labor payrolls, limited, however to such types of insurance required by the Contract.

To the total sum of Items 1 through 4 shall be added the following percent:

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- 5) **For Work Done by Contractor's Forces:** Fifteen percent as compensation for all other items of expense, including superintendence, use of ordinary tools, general overhead, bonds, and profit.
- 6) **For Work Done by Subcontractor's Forces:** Ten percent of the subcontractor's "actual costs," computed in accordance with Items 1 through 4, as full compensation for all other items of expense and profit of the subcontractor, plus an additional five percent of the subcontractor's "actual costs" as full compensation for all the other items of expense and profit of the Contractor.
- 7) **When Both Extra and Omitted Work:** When the City Engineer's written order involves both extra work and omitted Contract work in a lump sum contract, or a part of a lump sum item in a unit price contract, the difference between the actual cost of the extra work, obtained pursuant to Items 1 through 4, and the estimated net cost, exclusive of overhead and profit, of the omitted Contract work shall be determined. The estimated net cost of the omitted Contract work shall be taken at 87 percent of the total cost shown in the Detailed Estimate or lump sum amount for the item in the Proposal, or, if such is not applicable, by estimate according to Items 1 through 4.

The total adjustment in the Contract price shall then be determined as follows:

- A) **Net Increase:** If the actual cost of the extra work exceeds the estimated net cost of the omitted Contract work, the Contract price shall be increased by the net difference, plus the applicable percent in Items 5 or 6.
 - B) **Net Decrease:** If the estimated net cost of the omitted work exceeds the actual cost of the extra work, the Contract price shall be reduced by the net difference, plus five percent of the estimated net cost of the omitted work. When the City's written order involves both extra work and omitted work covered by Contract unit prices, the cost of the extra work shall be determined in accordance with Items 1 through 6 and the cost of the omitted work shall be obtained by Contract unit prices. The adjustment in the Contract price shall be the difference, either additive or subtractive, between the cost of the extra work and the omitted work.
- 8) **Maximum Limit of Cost:** The total amount of the adjustment in the Contract price shall be limited to the maximum amount stated in the City Officer's written order to the Contractor to perform the work. The final amounts that are to be allowed will be as computed pursuant to Items 1 through 7 or the stated maximum amount, whichever is the lesser amount.
 - 9) **Records of Costs:** The Contractor and his subcontractors shall keep accurate, complete, daily records of the net actual cost incurred for the extra work performed, and shall present such information in the form and times as directed by the Engineer, as provided for in Article 22 herein.

21. DISPUTED WORK, DETERMINATION, OR ORDER

If the Contractor is of the opinion that (a) the work necessary or required to accomplish the result intended by this Contract, or (b) any work ordered to be done as Contract work by the Engineer, is extra work and no contract work, or (c) any determination or order of the Engineer or City Officer violates the terms and provisions of this Contract, the Contractor shall promptly, either before proceeding with such work or complying with such order or determination, or simultaneously therewith, notify the City Engineer in writing of his contentions with respect thereto and request a final determination thereof.

Such determination of the City Engineer shall be given in writing to the Contractor. If the City Engineer determines that the work in question is extra work and not Contract work, or the determination or order complained of requires performance by the Contractor beyond that required by the Contract or violates the terms and provisions of the Contract, thereupon the City Engineer shall cause either (a) the issuance of a written order by the City covering the extra work as provided for in Article 19 hereof, or (b) the determination or order complained of to be rescinded or so modified so as to not require performance beyond that required by or so as not to be in violation of the terms and provisions of the Contract.

If the City Engineer determines that the work in question is Contract work and not extra work, or that the determination or order complained of does not require performance by the Contractor beyond that required by the Contract or violates the terms and provisions of the Contract, he will direct the Contractor to proceed and the Contractor must promptly comply. However, in order to reserve his right to claim compensation for such work or damages resulting from such compliance, the Contractor must, within five days after receiving the City Engineer's determination and direction, notify the City Engineer in writing that the work is being performed, or that the determination and direction is being complied with, under protest.

If the Contractor fails to so appeal to the City Engineer for a determination or, having so appealed, should the Contractor thus fail to notify the City Engineer in writing of his protest, the Contractor shall be deemed so have waived any claim for extra compensation or damages therefor. No oral appeals or oral protests, no matter to whom made, shall be deemed even substantial compliance with the provisions of this Article.

If the Contractor shall claim to be sustaining damages by reason of any acts or omissions of the City, its officers, or employees, he shall within five days after such acts or omissions occur, notify the City Officer in writing, with a copy to the City Engineer, except that if the claim is of a continuing character and the notice of claim is not given within the five days of its commencement, the claim will be considered only for a period commencing five days prior to the receipt by the City Officer of the notice thereof. Within 30 days after the date of notification, or within such additional time as may be granted in writing by the City Engineer upon the Contractor's written request therefor, the Contractor shall submit to the City Engineer verified detailed statements of the damages sustained together with documentary evidence of such damages. On failure of the Contractor to fully comply with the foregoing provisions, such claims shall be deemed waived and no right to recover on such claims shall exist.

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In addition to the foregoing statements, the Contractor shall, upon notice from the City Officer, produce for examination at the Contractor's office, by the representatives of the City, all his books of record, showing all of his acts and transactions in connection with or relating to or arising by reason of this Contract. At such examination a duly authorized representative of the Contractor may be present.

Unless the aforesaid statements shall be made and filed within the time aforesaid and the aforesaid records submitted for examination, the City shall be released from all claims arising under, relating to, or by reason of this Contract, except for the sums certified by the City Officer to be due under the provisions of this Contract. It is further stipulated and agreed that no person has power to waive any of the foregoing provisions, and that in any action against the City to recover any sum in excess of the sums certified by the City Officer to be due under or by reason of this Contract, the Contractor must allege in his complaint and prove, at the trial, compliance with the provisions of this section.

In connection with the examination provided for herein, the City Engineer, upon demand therefor, will also produce for inspection by the Contractor such records as the City may have with respect to such disputed work or work performed under protest pursuant to order of the City Officer, except those records and reports which may have been prepared for the purpose of determining the accuracy and validity of the Contractor's claim.

22. PERFORMANCE OF EXTRA OR DISPUTED WORK

While the Contractor or his subcontractor is performing extra work in accordance with the City Officer's written order, the cost of which is to be determined by method "C" of Article 20 hereof, or is performing disputed work or complying with a determination or order under protest in accordance with Article 21 hereof, in each case the Contractor shall daily furnish the Engineer's representative at the site with three copies of verified statements showing:

- A. The name and number of each workman employed on such work or engaged in complying with such determination or order, the character of work each is doing and the wages paid to him, including the rate and amount of payroll taxes and contributions for Unemployment Insurance and Federal Social Security; and
- B. The nature and quantity of any materials, plant, or construction equipment furnished or used in connection with the performance of such work or in complying with such determination or order, and from whom purchased or rented.

A copy of such statements will be signed by the Engineer's representative, noting thereon any items in question, and will be returned to the Contractor within two working days after submission. This signature shall not be construed as the City's agreement and acceptance of items not questioned since all items are subject to subsequent review and audit by City representatives.

The Contractor, and his subcontractors, when required by the City Officer or the Engineer, must also produce for

inspection and audit by designated City representatives, any and all of his books, vouchers, records, daily job diaries and reports, cancelled checks, etc., showing the nature and quantity of labor, materials, and equipment actually used in the performance of the work, and the amounts expended therefor, and the costs incurred for insurance premiums and other items of expense directly chargeable to such work. The Contractor must permit the City's representatives to make extracts therefrom or copies thereof as may be desired.

Failure of the Contractor to comply strictly with these requirements shall constitute a waiver of all or part of any claim for extra compensation on account of the performance of such work.

23. THE ENGINEER

The work under this Contract shall be under the general supervision and control of the City Engineer and shall be subject to his determination, direction, and approval, except where the determination, direction, or approval of someone other than the City Engineer is expressly called for herein.

Without implying any limitation upon the power of the City Engineer, and in addition to those matters elsewhere delegated to the City Engineer and expressly made subject to his determination, direction, or approval, the City Engineer shall have the authority and power:

- A. To determine the amount, kind, quality and acceptability of the work to be paid for hereunder, and to reject such work which does not conform to Contract requirements;
- B. To determine all questions in relation to the work, to interpret the Contract Drawings, Specifications, and Bulletins, and to resolve all patent inconsistencies or ambiguities therein;
- C. To amplify the Contract Drawings and Specifications, add explanatory information and furnish Supplemental Drawings and Specifications consistent with the intent of these Contract Documents;
- D. To make changes in the work as he deems necessary provided that such changes do not result in a net change in the cost to the City or the Contractor of work to be done under the Contract or increase the time required for completion;
- E. To determine the adequacy of the Contractor's construction methods, plant, and facilities;
- F. To require the application of the Contractor's forces to any portion of the work, or the forces increased or diminished, or the work temporarily stopped when, in his judgment, such may be necessary to assure proper performance of the Contract;
- G. To determine how the work of this Contract shall be coordinated with the work of other contractors engaged simultaneously on the project of which this Contract is a part, including the power to temporarily stop the work.

The City Engineer, or any of his representatives have no power to change or modify any of the terms and provisions of this Contract in any respect.

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A. **City Engineer's Representatives:** Where the contract Documents expressly provide that certain determinations, directions, or approvals shall be made by the "City Engineer", this shall mean by the City Engineer of the City of Detroit acting personally or, in his absence, by the duly acting City Engineer.

When the Contract Documents provide that the determinations, directions, or approvals shall be made by the "Engineer", this shall mean by the City Engineer acting directly or through duly authorized representatives acting within the limit of authority delegated to them. Any determination, direction, or approval of such authorized representatives shall be subject to review by the City Engineer.

B. **Field Engineer:** The Field Engineer shall be the authorized representative of the City Engineer at the site of the work, and, subject to the review by the City Engineer, shall have the power, in the first instance, to inspect, supervise, and control the performance of the work. The Field Engineer shall not have the power to issue an extra work order, other than an "emergency order" in accordance with Article 19 herein, and performance of such work by the Contractor on order of the Field Engineer without thereafter obtaining written confirmation thereof from the City Officer in accordance with the provisions of Article 19 hereof, shall constitute a waiver of any right to extra compensation therefor. The Field Engineer has no power to change or modify the terms and provisions of this Contract in any respect.

C. **City Engineer's Final Determinations:** The City Engineer's determinations shall be final relative to the proper performance of the work and the materials used, and the Contractor is bound thereby.

It is hereby covenanted and agreed between the two parties of this Contract that the City Engineer shall review and determine all disputes, controversies, or claims of either party in relation to this Contract or its performance. Such determination shall be made in writing by the City Engineer within a reasonable time and shall be final and conclusive upon both the Contractor and the City. It is further covenanted and agreed between the two parties to this Contract that the determination by the City Engineer shall be a condition precedent to the right of any legal action at law or in equity that either party may have against the other.

24. INSPECTION AND TESTS

During the progress of the work and up to the date of final acceptance, all materials, equipment, and workmanship shall be subject to such inspections and tests by the Engineer, inspectors, or his agents as will give due assurance that all Contract requirements are being fulfilled in all respects. However, neither inspection, testing, approval nor acceptance of the work in whole or in part, by the Engineer, inspectors, or his agents shall relieve the Contractor of full responsibility for materials or equipment furnished, or work performed not in strict accordance with the Contract requirements.

The Contractor shall at all times afford the City's representatives every reasonable, safe, and proper facility, furnish promptly all materials reasonably necessary for testing, and give all necessary information and assistance for inspection and tests of the work done or being done at the site, and also at the places where materials and equipment for the work are being manufactured or prepared. Such inspections and tests by the City's representatives will be performed in such manner as not to delay the work unnecessarily.

A. **Required Inspections:** Where the Contract Specifications, laws, ordinances, permits, licenses, or the Engineer's instructions require certain work to be specifically inspected, tested, or approved, the Contractor shall give the Engineer timely notice of its readiness for such inspection, test, or approval. If the inspection, test or approval is by others than the Engineer or his inspectors, the Contractor shall give the Engineer sufficient advance notice so that the Engineer, in turn, may make the arrangements with others for the required inspection, tests, or approval. The inspections and tests will be promptly made after a reasonable advance notice.

B. **Inspection and Tests Away from Site:** Where the Contract Specifications expressly provide for inspection, test, or acceptance of specific materials or equipment, or where the quantities justify, at the place of production, manufacture, or shipment, the Contractor shall give the Engineer ample advance notice to permit such inspection, test, or acceptance. The Contractor shall furnish the Engineer with copies of the purchase orders, shop orders, and such other information as necessary to acquaint the Engineer with the location and intended use of the material or equipment. The Contractor shall make all necessary arrangements with the producers or manufacturers to enable the City's representatives to make the required test, inspection, or acceptance.

Inspections, tests, or acceptance at the place of production, manufacture, or shipment, unless otherwise stated in the Contract Specifications, shall be final, except as regards (a) latent defects, (b) departure from specific Contract requirements, (c) damage or loss in transit, or (d) fraud or such gross mistakes as amount to fraud. Subject to the requirement contained in the preceding sentence, the inspection and test of materials, equipment, and workmanship for final acceptance as a whole or in part will be made at the site.

C. **Rejection of Defective Materials and Workmanship:** The Engineer, inspectors, or his agents shall have the authority to reject defective materials, equipment, or workmanship or require correction. Unacceptable workmanship shall be satisfactorily corrected. Rejected materials or equipment shall be segregated and promptly removed from the site and replaced with proper materials or equipment.

If the Contractor fails to promptly proceed with the replacement of rejected material or equipment and/or the correction of defective workmanship, the City may, by contract or otherwise, replace such material or equipment and/or correct such workmanship and charge the cost thereof against the Contractor, or may terminate the Contractor's right to proceed as provided in Article 26 herein, the Contractor and Surety being liable for any damage to the same extent as provided in said Article 26 for termination thereunder.

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D. **Examination of Completed Work:** If at any time before final acceptance of the entire work, the Engineer should require an examination of work already completed, by removing or tearing it out, the Contractor shall furnish all necessary facilities, labor and materials. If the Engineer finds the work to be defective or nonconforming in any material respect, due to the fault of the Contractor or his subcontractors, the Contractor shall stand all the expense of such examination, the satisfactory reconstruction of the work, and for any resulting delay. However, if the work is found by the Engineer to meet the Contract requirements, the additional work imposed on the Contractor shall be considered an item of extra work to be paid for in accordance with Article 20, hereof, and if the completion of the work of the entire Contract has been delayed thereby, the Contractor shall be granted a suitable extension of time on account of the extra work involved.

However, if the Contractor is required to remove or tear out completed work for examination due to the Contractor's failure to give timely notice to the Engineer of the readiness for such examination, the Contractor shall stand all expenses even though the work is found to meet Contract requirements.

E. **Cost of test:** Inspections and tests made by the Engineer, inspectors, or his agents will ordinarily be made without cost to the Contractor unless otherwise expressly specified herein. The Contractor shall furnish without additional cost to the City such materials for testing as may be reasonably necessary.

Should, however, the preparation or manufacture of the materials or equipment be at fair distant or inaccessible points, or should it be separated into unreasonably small quantities, or widely distributed to an unreasonable extent, or should the percentage of rejected material or equipment be unreasonably large, the additional cost of such inspection and tests resulting therefrom shall be borne by the Contractor. The City Engineer shall judge what is extra inspection and shall determine the additional cost incurred thereby.

25. NO ESTOPPEL

The City of Detroit, or any officer, employee or agent thereof, shall not be estopped, bound, or precluded by any determination, return, decision, approval, order, letter, payment or certificate made or given by the Engineer or other officer, employee or agent of the City, at any time, either before or after final completion and acceptance of the work and payment therefor from:

A. Showing the true and correct amount, classification, quality, and character of the work done and materials furnished by the Contractor or any other person under this Contract, or from showing at any time that any determination, return, decision, approval, order, letter, payment, or certificate is untrue and incorrect, or improperly made in any particular, or that the work or the materials or any parts thereof, do not in fact conform to the Contract requirements; and

B. From demanding the recovery from the Contractor of any overpayment made to him, or such damages as the City of Detroit may sustain by reason of his failure to perform each and every part of this Contract in strict accordance with

its terms; or both.

26. CITY'S RIGHT TO DECLARE CONTRACTOR IN DEFAULT

A. **Conditions for Declaring Contractor in Default:** In addition to those instances referred to in other Articles herein, the City shall have the right to declare the Contractor in default of the whole or any part of the work if:

a) The Contractor fails to begin work in accordance with the written notice of the City Engineer, acting on behalf of the City.

b) The Contractor refuses, neglects, or fails to supply a sufficiency of properly skilled workmen or proper amount of materials of the specified quality.

c) The Contractor, without just cause, reduces his working force to a number which, if maintained, would be insufficient, in the judgment of the City Engineer, to complete the work in accordance with the approved Progress Schedule, and fails to sufficiently increase such working force when ordered to do so by the City Engineer.

d) The Contractor, in the judgment of the City Engineer, is unnecessarily or unreasonably or willfully delaying the performance and completion of the work, or the awarding of necessary subcontracts, or the placing of material or equipment orders.

e) The Contractor refuses to proceed with work when and as directed by City Engineer.

f) The Contractor abandons the work.

g) The City Engineer be of the opinion that the work can not be completed within the time herein provided or within such time as the completion may have been extended; provided, however, that the impossibility of timely completion is, in the City Engineer's judgment, attributable to conditions within the Contractor's control.

h) The work is not completed within the time herein provided or within the time to which the Contractor may be entitled to have such completion extended.

i) The Contractor shall sublet, assign, transfer, convey, or otherwise dispose of the Contract in whole or in part without prior approval of the City.

j) Contractor fails to make prompt payment for labor/materials or to subcontractors.

k) The Contractor makes an assignment for the benefit of creditors pursuant to the statutes of the State of Michigan.

l) A receiver or receivers are appointed to take charge of Contractor's property or affairs.

m) The Contractor becomes insolvent.

- n) Any City Officer or employee becomes directly or indirectly interested in the Contract.
- o) The Contractor willfully or in bad faith violates any of the provisions of this Contract, disregards applicable laws, ordinances, permits, licenses, instructions or orders of the Engineer or the City Officer, or is not executing same in good faith in accordance with the Contract provisions.
- p) The Contractor, or any of his subcontractors, fail in any of the agreements herein contained.

B. Notice of Intent to Declare Contractor in Default: Before the City shall exercise its right to declare the Contractor in default by reasons of conditions set forth in Sub-Article "A" hereof, the City Officer will give the Contractor and the Surety written notice of the City's intent and the ground or grounds thereof, and designate a time, which may be within two days, at which the Contractor will be given an opportunity to be heard.

C. Exercise of Right to Declare Contractor in Default: If the City Officer finds the Contractor in default for any of the grounds specified or referred to in Sub-Article "A" hereof, he will declare the Contract in default by a written notice to the Contractor and Surety, signed by the City Officer, setting forth the grounds for such default.

In lieu of the above, the City Officer may decide, but is under no obligation to do so, to allow the Contractor a specific number of calendar days, but usually not more than ten, to take such remedial measures to make arrangements satisfactory to the City Officer to remove or eliminate the ground or grounds for declaring default.

D. Quitting the Site: Upon receipt of such notice the Contractor shall immediately discontinue all further operations upon this Contract and shall immediately quit the site, leaving untouched and intact all plant, materials, equipment, tools, supplies, and other construction facilities then on the site.

E. Completion of the Work after Default: The City, after declaring the Contract in default, may then have the work completed by such means and in such manner, by contract with or without public letting, or otherwise, as the City may deem advisable, utilizing for such purpose such of the Contractor's plant, materials, equipment, tools, supplies, and other construction facilities remaining on the site, and also such subcontractors and materialmen as may be deemed advisable.

F. Partial Default: If the City Officer finds the Contractor in default on only a part of the work, the City Engineer shall so declare the Contractor in default as to that part only, by sending a written notice to the Contractor and the Surety. Upon receipt of such notice the Contractor shall discontinue such part which is declared in default, and shall continue to perform the remainder of the work in strict conformity with the terms of the Contract, and shall in no wise hinder or interfere with any other contractors or persons whom the City may engage to complete the work as to which the Contractor was declared in default.

The provisions of this article herein relating to declaring the Contractor in default as to the entire work shall be equally applicable to a declaration of partial default, except that the City shall be entitled to utilize for completion of the part of the work as to which the Contractor was declared in default, only such plant, materials, equipment, tools, supplies, and other construction facilities as had been previously used or were intended to be used by the Contractor on such part.

G. Variance of Contract in Performance of Uncompleted Work: In completing the whole or any part of the work which the City Officer has declared in default, the City shall have the right to depart from or change or vary the terms and provisions of this Contract, provided, however, that such departure, change, or variation is made for the purpose of reducing the time or expense of such completion. Such departure, change, or variation, even to the extent of accepting a lesser or different performance, shall not affect the conclusiveness of the Engineer's final estimate of the cost of completion referred to in Article 8 of the Agreement, nor shall it constitute a defense for action to recover the amount by which such certificate exceeds the amount which would have been payable to the Contractor hereunder but for his default.

H. Contractor's Liability for Cost of Completing Work: The Contractor shall not be entitled to receive any further payments on the work declared in default until such work has been fully completed. After such completion, the City Engineer shall make a certified statement of the expense incurred by the City in such completion, which shall include the cost of re-letting the Contract, additional engineering and administrative services, and also the total amount of liquidated damages, if any, at the rate stipulated herein, from the date when the work should have been completed by the Contractor in accordance with the terms hereof to the date of actual completion of the work.

In event the amount of work required for completion has been reduced in accordance with the provisions of Sub-Article "G", herein, the estimated cost of the original work shall be estimated by the City Engineer and the Contract price adjusted accordingly.

Such certificate shall be binding and conclusive upon the Contractor, his surety, and any person claiming upon the Contract, as to the amount thereof. The expense of such completion, as certified to by the City Engineer, shall be charged against and deducted out of such monies as would have been payable to the Contractor if he had completed the work. The balance of such monies, if any, subject to other provisions of this Contract, will be paid to the Contractor without interest after such completion. Should the expense of such completion, so certified by the City Engineer, exceed the total sum which would have been payable under this Contract if the Contract had been completed by the Contractor, any such excess shall be paid by the Contractor to the City on demand.

Other Remedies: The previous provisions outlined herein shall be in addition to any and all other legal or equitable remedies, permissible in the premises.

27. TERMINATION OF CONTRACT DUE TO SPECIAL EMERGENCY

In entering into this Contract, it is clearly understood and recognized by both parties that conditions may subsequently

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arise, due to Governmental controls on construction or Court orders which are entirely beyond the control of either party and could not have been reasonably anticipated or guarded against by either party and could not have been reasonably anticipated or guarded against by either party at the time of entering into this Contract, that may hinder, delay, or render temporarily impossible the performance of this Contract in accordance with its terms and conditions.

It is therefore, mutually understood and agreed, anything elsewhere contained in the Contract notwithstanding that if the Contractor shall be specifically prevented by any Federal law, order, or regulation, or stopped by order or injunction issued by a Court of proper jurisdiction, from proceeding with the performance of this Contract, the following procedure shall govern:

The contractor shall notify, in writing, the City Officer and City Engineer, of his inability to continue to perform stating in full the cause therefor and the probable duration of such inability, and why, in his opinion, the cause is entirely beyond his control.

If it is determined, in the judgment of the City Engineer, that the cause of the Contractor's inability to continue to perform arose after the Contract was entered into, and is due solely because of Government controls on construction which specifically apply to the work to be done under this contract, or by a Court order or injunction, and is entirely beyond the control of the Contractor, the City shall have a period of 120 days, or longer by mutual consent of the parties, after receipt of the Contractor's notification to:

- A. If lawfully within its power, remove or have removed the cause which prevents performance.
- B. Make changes in the work or the conditions under which it must be done, pursuant to Article 19 herein, which will permit performance by the Contractor.

If and when the cause preventing performance has been removed, the time for completion shall be extended by the City Officer, in accordance with the provisions of Article 18 herein, commensurate with the time the Contractor was unable to perform the Contract.

If at the end of 120 days or the longer period mutually agreed to, the cause of inability to perform the Contract has not been removed, the Contract shall be considered terminated by written notice of either of the parties hereto to the other. The Contract may also be terminated prior to the 120 days by mutual consent of the parties.

If the Contract should be terminated, it is the City's intent that an equitable settlement be made with the Contractor. No claim, however, for damages or anticipated profits shall be made or allowed. All completed or partially completed work will be paid for at Contract unit prices, or at unit prices contained in the approved Detailed Estimate when, in the judgment of the City Engineer, such unit prices are deemed applicable. For any necessary work required by the Contract deemed by the City Engineer as not compensated for by applicable unit prices, the Contractor shall be paid the actual costs incurred by him, plus 15 percent to cover superintendence, use of ordinary tools, bonds, overhead expense and profit. "Actual costs" as herein used, shall be

determined in accordance with Article 20C herein. The payment shall be made under the terms and conditions governing final payment as provided for in "Acceptance and Final Payment" of the Agreement.

28. SUBCONTRACTS

The Contractor shall not make any subcontracts for performing any portion of the work included in the Contract without the written approval of the Engineer. This Contract having been made pursuant to the bid submitted by the Contractor and in reliance upon the Contractor's personal qualifications and responsibility, the City reserves the right to withhold approval of subcontracting such portions of the work which the City may deem would not be in the City's best interest.

The Contractor shall, as soon as practical after signing the Contract, submit a separate written request to Engineer for approval of each proposed subcontractor. Each request shall be on the forms provided by the Engineer and shall give the name and address of the proposed subcontractor, the portion and the approximate cost of the work to be sublet, and evidence of insurance coverage carried by the proposed subcontractor. Upon request of the Engineer, the Contractor shall promptly furnish such additional information tending to establish that the proposed subcontractor has the necessary facilities, skill, integrity, past experience, and financial resources to perform the work in accordance with the terms and conditions of this Contract.

If the Engineer determines that the proposed subcontractor is acceptable to the City, he will so indicate his approval by signing and returning one copy of the form to the Contractor. If the determination is to the contrary, however, the City Engineer will so notify the Contractor, who may thereupon submit another proposed subcontractor unless the Contractor decides to do the work himself.

Each subcontract entered into shall provide that the provisions of this Contract shall apply to such subcontractor and his officers and employees in all respects as if he and they were employees of the Contractor. The Engineer's approval of any subcontractor shall not relieve the Contractor of any of his responsibilities, duties, and liabilities hereunder. The Contractor shall be solely responsible to the City for the acts or defaults of his subcontractor and of such sub-contractor's officers, agents, and employees, each of whom shall, for this purpose, be deemed to be the agent or employee of the Contractor to the extent of his subcontract.

The Contractor agrees to bind each subcontractor, and each subcontractor agrees to be bound by the terms of the Contract Documents insofar as applicable to his work. The Contractor and each subcontractor jointly and severally agree that no approval by the City of any proposed subcontractor, nor any subcontract, nor anything in the Contract Documents shall create or be deemed to create any rights in favor of a subcontractor and against the City, nor shall be deemed or construed to impose upon the City any obligation, liability, or duty to a subcontractor, or to create any contractual relation whatsoever between a subcontractor and the City.

The provisions contained herein shall likewise apply to subletting of any portion of the work included in a previously approved subcontract.

29. ASSIGNMENTS

The Contractor shall not assign, transfer, convey, or otherwise dispose of this Contract, or his right to execute it, or his right, title or interest in it or any part thereof without the previous written consent of the Surety Company and the written approval of the City Officer, and then only with the prior approval of the City Council. The City Officer will ordinarily not favorably consider an assignment, transfer, or conveyance of the Contract unless an exigency occurs which was not known or could not have been foreseen by the Contractor at the time of bidding, or which is not judged to be in the best interest of the City.

The Contractor shall not assign, either legally or equitably, by power of attorney or otherwise, any of the monies due or to become due under this Contract or his claim thereto without the prior written consent of the Surety Company and the written approval of the City Officer and the Finance Department.

The approval by the City Officer of a particular assignment, transfer, or conveyance shall not dispense with such approval to any further or other assignments.

The approval of the City Officer of any assignment, transfer, or conveyance shall not operate to release the Contractor or Surety hereunder from any of the Contract obligations.

30. CLAIMS AGAINST CITY AND ACTION THEREON

No claim against the City for damages for breach of contract or compensation for extra work shall be made or asserted in any action or proceedings at law or in equity, unless the Contractor shall have strictly complied with all requirements relating to the giving of notice and information with respect to such claims all as hereinbefore provided.

31. NO CLAIMS AGAINST THE CITY ENGINEERS, EMPLOYEES, OR AGENTS:

No claim whatsoever shall be made by Contractor against any officer, employee, or agent of the City of Detroit for, or on account of, anything done or omitted to be done in connection with this Contract.

32. PATENTS:

The Contractor shall pay all royalties and license fees and shall hold and save the City and its officers, employees, and agents harmless from all liability of any nature or kind, including cost and expenses, for, or account of, any patented or unpatented invention, process, article, or appliance manufactured or used in the performance of the Contract, including its use by the City, unless otherwise specifically stipulated in Contract Documents. In this respect the Contractor shall defend all suits or claims for infringement of any patent or license right.

In the event that any claim, suit, or action at law or in equity of any kind, whatsoever, is brought against the City, or its officers, employees, or agents, involving any such patents or license rights, then the City shall have the right to, and may, retain from any money due or to become due to the Contractor, such sufficient sum as is considered necessary to

protect said City, or its officers, employees, or agents against loss, and such sum may be retained by the City until such claim or suit shall have been settled and satisfactory evidence to that effect shall have been furnished the City.

33. MONIES RETAINED AGAINST CLAIMS

If any claim shall be made by any person, firm, or corporation, including other contractors with the City on this project, against the City, or against the Contractor and the City for:

- a) Alleged loss, damage, or injury of the nature referred to in Article 5 hereof which, in the opinion of the Corporation Counsel, may not be covered by the public liability, property damage or contingent liability insurance policies, or, which, together with previously filed claims is in excess of the amount payable under such policies; or
- b) All infringement of patents or use of patented articles, tools, or other things, as referred to in Article 32 hereof; or
- c) Damage claimed to have been caused directly or indirectly by the failure of the Contractor to perform the work in strict accordance with this Contract;

the amount of such claim or so much thereof as the City Officer may deem necessary, may be withheld by the City, as security against such claim, from any money due hereunder, until such time as the commencement of an action thereon would be barred by law or until final adjudication of such action by a court of competent jurisdiction. The Corporation Counsel, in his discretion, may permit the Contractor to substitute other satisfactory security in lieu of the monies so withheld.

If no action is commenced upon such claim within a time limited therefor by law, the City, upon written demand of the Contractor and approval by the Corporation Counsel, shall return the amount so withheld without interest.

If any action on such claim is timely commenced and the liability of the City, or the Contractor, or both, shall have been established therein by final judgment of a court of competent jurisdiction, or if such claim shall be admitted by the Contractor to be valid, the City shall pay such judgment or admitted claim out of the monies retained by the City under the provisions of this Article, and return the balance, if any, without interest to the Contractor.

34. PAYMENTS WITHHELD

In addition to express provisions elsewhere contained in the Contract, the City may withhold from any payment otherwise due the Contractor, such amount as determined necessary to protect the City's interest, or, if it so elects, may withhold or nullify the whole of any progress payment, on account of:

- a) Unsatisfactory progress of the work not caused by conditions beyond the Contractor's control
- b) Defective work not corrected.
- c) Contractor's failure to carry out instructions or order of the Engineer or the City Engineer.

GENERAL CONDITIONS

GC. 16

- d) Claims filed or reasonable evidence of probable filing of claims against the contractor.
- e) Damage to another contractor.
- f) A reasonable doubt that the Contract can be completed for the balance then unpaid.
- g) Failure of the Contractor to make proper payments to subcontractors or for materials or labor.

35. SERVICE OF NOTICES

The following addresses are hereby designated as places where all notices, directions, or other communication may be delivered, or to which they must be mailed:

Contractor: The business address designated in his proposal, or his office maintained at the site of the work.

City: The address of the City Officer stated in the Special Notice to Bidders as acting on behalf of the City of Detroit in this Contract.

City Engineer: The address stated in the Advertisement.

Surety or Sureties on Contract Bonds: The home office, or to the agent or agents who executed the bonds on behalf of the Surety or Sureties.

Actual delivery of any such notice, direction, or communication to the aforesaid places, or depositing it in a postpaid wrapper addressed thereto in any post office box regularly maintained by the United States Post Office Department shall be conclusively deemed to be sufficient service thereof upon the above persons as of the date of such delivery or deposit.

The above address may be changed at any time by an instrument in writing executed and acknowledged by the party changing the address and delivered to the other party or parties.

Nothing herein contained shall, however, be deemed to preclude or tender inoperative the service of any notice, direction, or communication upon the above parties personally, or, if the Contractor be a corporation, upon any officer or director thereof.

36. FAIR EMPLOYMENT PRACTICES

The contractor agrees that he will not discriminate against any employee or applicant for employment, to be employed in the performance of this Contract with respect to his hire, tenure, terms, conditions or privileges of employment or any matter directly or indirectly related to employment because of his age, except when based on a bona fide occupation qualification or because of his race, color, religion, national origin or ancestry. (Act No. 251 P.A. 1955, as amended).

The Contractor further agrees that he will take affirmative action to insure that applicants are employed and that employees are treated during employment without regard to age, sex, race, creed, color or national origin. Affirmative action shall mean: 1) The issuance of a statement of policy regarding equal employment opportunity and its

communication to all personnel involved in recruitment, hiring, training, assignment and promotion; 2) Notification of all employment sources of company policy and active efforts to review the qualifications of all applicants regardless of age, sex, race, creed, color or national origin; 3) Recruiting in the minority group community for employees; and 4) Establishing an internal system of reporting concerning equal employment, recruiting, hiring, upgrading and the like. (City of Detroit Ordinance No. 206-G)

The Contractor shall not discriminate against an employee or applicant for employment to be employed in the performance of this contract with respect to his hire; tenure, terms, conditions, or privileges of employment because of any physical limitation. This provision shall not apply if such physical limitation prevents the employee or applicant from performing the work involved, or would place the employer in violation of any law or regulation relating to the safety of employees or others or would require extraordinary action on the part of the employer. (City of Detroit Ordinance 206-G and 851-G)

Breach of these covenants may be regarded as a material breach of the contract.

The contractor further agrees that he will require a similar covenant on the part of any subcontractor employed in the performance of this contract.

37. DETROIT INCOME TAX

The Contractor and each subcontractor shall comply with the provisions of Detroit Income Tax Ordinance No. 694-F, as amended to date, by withholding from employees' earnings such amounts as required by the Ordinance.

As a condition precedent to final payment under the Contract, in addition to the requirements of Article 8B of the Agreement, the Contractor shall file with and on forms provided by the Engineer, an affidavit for himself and one for each subcontractor that the required amounts have been withheld from employees' earnings and that such amounts have or will be paid to the City of Detroit in accordance with the above Ordinance.

38. UNLAWFUL PROVISIONS DEEMED STRICKEN

If this Contract contains any unlawful provisions not an essential part of the Contract and which shall not appear to have been a controlling or material inducement to the making thereof, such unlawful provisions shall be of no effect. Upon the application of either party, the unlawful part shall be considered stricken from Contract without affecting remainder of Contract.

39. ALL LEGAL PROVISIONS INCLUDED

It is the intent and agreement of the parties to this Contract that all legal provisions of law required to be inserted herein, shall be and are inserted herein. However, if through mistake or otherwise, any such provision is not herein inserted, or is not inserted in proper form, then upon application of either party, the Contract shall be amended so as to strictly comply with the law and without prejudice to the rights of either party hereunder.

**PREVAILING WAGE
RATE SCHEDULE
FOR PW-6965**

**2014 Prevailing Wage Rate Schedule
for Parking Lot, Road, Highway, Bridge and Airport Construction**

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Construction Mechanic Classification		Straight Time Rate	Time and One Half Rate	Double Time Rate	Overtime Code
Bridge Painter					
Bridge Painter (under 30 feet)	BPT1011	WAGE \$24.00	\$36.00	\$48.00	H H H H H H H D N
	8/6/2013	FRINGE \$10.59	\$10.59	\$10.59	
Apprentice Rates:					
1st 1,000 hours		WAGE \$14.40	\$21.60	\$28.80	
		FRINGE \$10.59	\$10.59	\$10.59	
2nd 1,000 hours		WAGE \$15.60	\$23.40	\$31.20	
		FRINGE \$10.59	\$10.59	\$10.59	
3rd 1,000 hours		WAGE \$16.80	\$25.20	\$33.60	
		FRINGE \$10.59	\$10.59	\$10.59	
4th 1,000 hours		WAGE \$18.00	\$27.00	\$36.00	
		FRINGE \$10.59	\$10.59	\$10.59	
5th 1,000 hours		WAGE \$19.20	\$28.80	\$38.40	
		FRINGE \$10.59	\$10.59	\$10.59	
6th 1,000 hours		WAGE \$20.40	\$30.60	\$40.80	
		FRINGE \$10.59	\$10.59	\$10.59	
7th 1,000 hours		WAGE \$21.60	\$32.40	\$43.20	
		FRINGE \$10.59	\$10.59	\$10.59	
8th 1,000 hours		WAGE \$22.80	\$34.20	\$45.60	
		FRINGE \$10.59	\$10.59	\$10.59	

Entire Upper Peninsula
Entire Upper Peninsula

**2014 Prevailing Wage Rate Schedule
for Parking Lot, Road, Highway, Bridge and Airport Construction**

Construction Mechanic Classification			Straight Time Rate	Time and One Half Rate	Double Time Rate	Overtime Code
CARPENTERS						
CARPENTERS ZONE 1	RBCZ1	WAGE	\$28.09	\$42.14		X X H X X X H H Y
	6/5/2013	FRINGE	\$24.41	\$32.96		
Apprentice Rates:						
1ST 6 MONTHS		WAGE	\$12.36	\$18.53		
		FRINGE	\$14.84	\$18.81		
2ND 6 MONTHS		WAGE	\$15.45	\$23.30		
		FRINGE	\$18.72	\$21.43		
YEAR 2		WAGE	\$18.26	\$27.52		
		FRINGE	\$18.43	\$23.99		
YEAR 3		WAGE	\$21.07	\$31.76		
		FRINGE	\$20.14	\$26.56		
YEAR 4		WAGE	\$23.88	\$36.00		
		FRINGE	\$21.85	\$29.12		
CARPENTERS ZONE 1						
Wayne, Oakland, Macomb, Sanilac, St. Clair, Monroe and the following townships of Livingston County: Brighton, Deerfield, Genoa, Hartland, Osceola and Tyrone						
CARPENTERS ZONE 2	RBCZ2	WAGE	\$25.34	\$38.01		X X H X X X H H Y
	6/5/2013	FRINGE	\$17.47	\$17.47		
Apprentice Rates:						
1ST YEAR		WAGE	\$15.20	\$22.80		
		FRINGE	\$17.47	\$17.47		
2ND YEAR		WAGE	\$17.74	\$26.61		
		FRINGE	\$17.47	\$17.47		
3RD YEAR		WAGE	\$20.27	\$30.40		
		FRINGE	\$17.47	\$17.47		
4TH YEAR		WAGE	\$21.54	\$32.31		
		FRINGE	\$17.47	\$17.47		
CARPENTERS ZONE 2						
The entire state except those counties and townships listed in Zone 1						

2014 Prevailing Wage Rate Schedule for Parking Lot, Road, Highway, Bridge and Airport Construction

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Construction Mechanic Classification			Straight Time Rate	Time and One Half Rate	Double Time Rate	Overtime Code
CEMENT MASONS						
CEMENT MASONS ZONE 1	RBCMZ1	WAGE	\$29.34	\$44.01		X X H H H H H Y
	6/5/2013	FRINGE	\$12.39	\$12.39		
Apprentice Rates:						
1ST YEAR		WAGE	\$16.86	\$25.29		
		FRINGE	\$12.39	\$12.39		
2ND YEAR		WAGE	\$20.99	\$31.48		
		FRINGE	\$12.39	\$12.39		
3RD YEAR		WAGE	\$25.13	\$37.70		
		FRINGE	\$12.39	\$12.39		
CEMENT MASONS ZONE 1						
Genesee, Oakland, Macomb, Monroe, Washtenaw, Wayne, Livingston and Saginaw Counties.						
CEMENT MASONS ZONE 2	RBCMZ2	WAGE	\$27.84	\$41.76		X X H H H H H Y
	6/5/2013	FRINGE	\$12.39	\$12.39		
Apprentice Rates:						
1ST YEAR		WAGE	\$16.03	\$24.04		
		FRINGE	\$12.39	\$12.39		
2ND YEAR		WAGE	\$19.98	\$29.97		
		FRINGE	\$12.39	\$12.39		
3RD YEAR		WAGE	\$23.95	\$35.92		
		FRINGE	\$12.39	\$12.39		
CEMENT MASONS ZONE 2						
All counties not listed in Zone 1						

**2014 Prevailing Wage Rate Schedule
for Parking Lot, Road, Highway, Bridge and Airport Construction**

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Construction Mechanic Classification			Straight Time Rate	Time and One Half Rate	Double Time Rate	Overtime Code
Electrician						
Roadway Electrical Work	EC-17	WAGE	\$35.85	\$53.78	\$71.70	H H H H H H D Y
	8/6/2013	FRINGE	\$14.68	\$19.52	\$24.36	
Apprentice Rates:						
1st 6 months		WAGE	\$21.51	\$32.26	\$43.02	
		FRINGE	\$10.81	\$13.72	\$16.62	
2nd 6 months		WAGE	\$23.30	\$34.95	\$46.80	
		FRINGE	\$11.29	\$14.44	\$17.58	
3rd 6 months		WAGE	\$25.10	\$37.65	\$50.20	
		FRINGE	\$11.78	\$15.17	\$18.56	
4th 6 months		WAGE	\$26.89	\$40.34	\$53.78	
		FRINGE	\$12.26	\$15.89	\$19.52	
5th 6 months		WAGE	\$28.68	\$43.02	\$57.36	
		FRINGE	\$12.75	\$16.63	\$20.50	
6th 6 months		WAGE	\$32.26	\$48.39	\$64.52	
		FRINGE	\$13.71	\$18.07	\$22.42	

Statewide

IRONWORKER						
Metal Fence & Guard Rail	IR-56-MF	WAGE	\$19.40	\$29.10	\$38.80	H H D H H H D Y
	8/1/2013	FRINGE	\$18.52	\$27.78	\$37.04	
Apprentice Rates:						
1st year		WAGE	\$10.67	\$16.00	\$21.34	
		FRINGE	\$7.52	\$11.28	\$15.04	
2nd year		WAGE	\$13.58	\$20.37	\$27.16	
		FRINGE	\$18.52	\$27.78	\$37.04	
3rd year		WAGE	\$15.52	\$23.28	\$31.04	
		FRINGE	\$18.52	\$27.78	\$37.04	
4th year		WAGE	\$17.46	\$26.19	\$34.92	
		FRINGE	\$18.52	\$27.78	\$37.04	

Lenawee

Monroe

2014 Prevailing Wage Rate Schedule for Parking Lot, Road, Highway, Bridge and Airport Construction

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Construction Mechanic Classification		Straight Time Rate	Time and One Half Rate	Double Time Rate	Overtime Code	
IRONWORKERS						
IRONWOKERS ZONE 1: Fence, sound barrier and guardrail erection/installation work, and exterior signage work.	RBIRZ1	WAGE	\$24.00	\$36.00	\$48.00	X X H X X X H D Y
	4/2/2013	FRINGE	\$9.15	\$9.15	\$9.15	
Apprentice Rates:						
60%		WAGE	\$14.40	\$21.60	\$28.80	
		FRINGE	\$8.35	\$8.35	\$8.35	
65%		WAGE	\$15.60	\$23.40	\$31.20	
		FRINGE	\$8.45	\$8.45	\$8.45	
70%		WAGE	\$16.80	\$25.20	\$33.60	
		FRINGE	\$8.56	\$8.56	\$8.56	
75%		WAGE	\$18.00	\$27.00	\$36.00	
		FRINGE	\$8.65	\$8.65	\$8.65	
80%		WAGE	\$19.20	\$28.80	\$38.40	
		FRINGE	\$8.75	\$8.75	\$8.75	
85%		WAGE	\$20.40	\$30.60	\$40.80	
		FRINGE	\$8.85	\$8.85	\$8.85	
IRONWORKERS ZONE 1						
Genesee, Oakland, Macomb, Washtenaw and Wayne Counties						
IRONWORKERS ZONE 2: Fence, sound barrier and guardrail erection/installation work, and exterior signage work.	RBIRZ2	WAGE	\$20.00	\$30.00	\$40.00	X X H X X X H D Y
	4/2/2013	FRINGE	\$9.15	\$9.15	\$9.15	
Apprentice Rates:						
60%		WAGE	\$12.00	\$18.00	\$24.00	
		FRINGE	\$8.35	\$8.35	\$8.35	
65%		WAGE	\$13.00	\$19.50	\$26.00	
		FRINGE	\$8.45	\$8.45	\$8.45	
70%		WAGE	\$14.00	\$21.00	\$28.00	
		FRINGE	\$8.56	\$8.56	\$8.56	
75%		WAGE	\$15.00	\$22.50	\$30.00	
		FRINGE	\$8.65	\$8.65	\$8.65	
80%		WAGE	\$16.00	\$24.00	\$32.00	
		FRINGE	\$8.75	\$8.75	\$8.75	
85%		WAGE	\$17.00	\$25.50	\$34.00	
		FRINGE	\$8.85	\$8.85	\$8.85	

IRONWORKERS ZONE 2

The entire state except those counties listed in Zone 1: Genesee, Oakland, Macomb, Monroe, Washtenaw and Wayne and Lenawee

2014 Prevailing Wage Rate Schedule for Parking Lot, Road, Highway, Bridge and Airport Construction

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Construction Mechanic Classification		Straight Time Rate	Time and One Half Rate	Double Time Rate	Overtime Code
LABORERS					

LABORERS CLASS 1 ZONE 1	RBLABC1Z1	WAGE	\$21.80	\$32.70	X X X X X X X H Y
	6/13/2013	FRINGE	\$15.46	\$16.86	

Apprentice Rates:

0-1000 WORK HOURS	WAGE	\$16.35	\$24.52	
	FRINGE	\$15.46	\$16.86	
1001-2000 WORK HOURS	WAGE	\$17.44	\$26.18	
	FRINGE	\$15.46	\$16.86	
2001-3000 WORK HOURS	WAGE	\$18.53	\$27.80	
	FRINGE	\$15.46	\$16.86	
3001-4000 WORK HOURS	WAGE	\$20.71	\$31.06	
	FRINGE	\$15.46	\$16.86	

LABORERS ZONE 1

Genesee, Macomb, Monroe, Oakland, Washtenaw and Wayne

LABORERS CLASS 1 ZONE 2	RBLABC1Z2	WAGE	\$19.95	\$29.93	X X X X X X X H Y
	6/13/2013	FRINGE	\$15.26	\$16.59	

Apprentice Rates:

0-1000 WORK HOURS	WAGE	\$14.96	\$22.44	
	FRINGE	\$15.26	\$16.59	
1001-2000 WORK HOURS	WAGE	\$15.96	\$23.94	
	FRINGE	\$15.26	\$16.59	
2001-3000 WORK HOURS	WAGE	\$16.96	\$25.44	
	FRINGE	\$15.26	\$16.59	
3001-4000 WORK HOURS	WAGE	\$18.95	\$28.42	
	FRINGE	\$15.26	\$16.59	

LABORERS ZONE 2

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

**2014 Prevailing Wage Rate Schedule
for Parking Lot, Road, Highway, Bridge and Airport Construction**

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Construction Mechanic Classification		Straight Time Rate	Time and One Half Rate	Double Time Rate	Overtime Code
LABORERS CLASS 1 ZONE 3 & 4	RBLABC1Z3	WAGE	\$19.20	\$28.80	X X X X X X X H Y
	6/13/2013	FRINGE	\$15.26	\$16.59	
Apprentice Rates:					
0-1000 WORK HOURS		WAGE	\$14.40	\$21.60	
		FRINGE	\$15.26	\$16.59	
1001-2000 WORK HOURS		WAGE	\$15.35	\$23.04	
		FRINGE	\$15.26	\$16.59	
2001-3000 WORK HOURS		WAGE	\$16.32	\$24.48	
		FRINGE	\$15.26	\$16.59	
3001-4000 WORK HOURS		WAGE	\$18.24	\$27.36	
		FRINGE	\$15.26	\$16.59	

LABORERS ZONE 3

Alcona, Alpena, Antrim, Arenac, Benzie, Charlevoix, Cheboygan, Clare, Crawford, Emmet, Gladwin, Grand Traverse, Ionia, Iosco, Isabella, Kalkaska, Kent, Lake, Leelanau, Manistee, Mason, Mecosta, Missaukee, Montcalm, Montmorency, Newaygo, Oceana, Ogemaw, Osceola, Oscoda, Otsego, Ottawa, Presque Isle, Roscommon and Wexford

LABORERS ZONE 4

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

LABORERS CLASS 2 ZONE 1	RBLABC2Z1	WAGE	\$21.93	\$32.90	X X X X X X X H Y
	6/13/2013	FRINGE	\$15.46	\$16.86	
Apprentice Rates:					
0-1000 WORK HOURS		WAGE	\$18.45	\$24.68	
		FRINGE	\$15.46	\$16.86	
1001-2000 WORK HOURS		WAGE	\$17.54	\$26.31	
		FRINGE	\$15.46	\$16.86	
2001-3000 WORK HOURS		WAGE	\$18.64	\$27.96	
		FRINGE	\$15.46	\$16.86	
3001-4000 WORK HOURS		WAGE	\$20.83	\$31.24	
		FRINGE	\$15.46	\$16.86	

LABORERS ZONE 1

Genesee, Macomb, Monroe, Oakland, Washtenaw and Wayne

2014 Prevailing Wage Rate Schedule for Parking Lot, Road, Highway, Bridge and Airport Construction

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Construction Mechanic Classification		Straight Time Rate	Time and One Half Rate	Double Time Rate	Overtime Code
LABORERS CLASS 2 ZONE 2	RBLABC222	WAGE	\$20.15	\$30.23	X X X X X X X H Y
	6/13/2013	FRINGE	\$15.26	\$16.59	
Apprentice Rates:					
0-1000 WORK HOURS		WAGE	\$15.11	\$22.66	
		FRINGE	\$15.26	\$16.59	
1001-2000 WORK HOURS		WAGE	\$16.12	\$24.18	
		FRINGE	\$15.26	\$16.59	
2001-3000 WORK HOURS		WAGE	\$17.13	\$25.70	
		FRINGE	\$15.26	\$16.59	
3001-4000 WORK HOURS		WAGE	\$19.14	\$28.71	
		FRINGE	\$15.26	\$16.59	

LABORERS ZONE 2

Alegan, Barry, Bay, Berrien, Branch, Calhoun, Cass, Clinton, Eaton, Gratiot, Hillsdale, Huron, Ingham, Jackson, Kalamazoo, Lapeer, Lenawee, Livingston, Midland, Muskegon, Saginaw, Sanilac, Shiawassee, St. Clair, St. Joseph, Tuscola, and Van Buren

LABORERS CLASS 2 ZONES 3 & 4	RBLABC224	WAGE	\$19.41	\$29.12	X X X X X X X H Y
	6/13/2013	FRINGE	\$15.26	\$16.59	

Apprentice Rates:

0-1000 WORK HOURS	WAGE	\$14.56	\$21.84
	FRINGE	\$15.26	\$16.59
1001-2000 WORK HOURS	WAGE	\$15.53	\$23.30
	FRINGE	\$15.26	\$16.59
2001-3000 WORK HOURS	WAGE	\$16.50	\$24.75
	FRINGE	\$15.26	\$16.59
3001-4000 WORK HOURS	WAGE	\$18.44	\$27.66
	FRINGE	\$15.26	\$16.59

LABORERS ZONE 3

Alcona, Alpena, Antrim, Arenac, Benzie, Charlevoix, Cheboygan, Clare, Crawford, Emmet, Gladwin, Grand Traverse, Ionia, Iosco, Isabella, Kalamazoo, Kent, Lake, Leelanau, Manistee, Mason, Mecosta, Missaukee, Montcalm, Montmorency, Newaygo, Oceana, Ogemaw, Osceola, Oscoda, Otsego, Ottawa, Presque Isle, Roscommon and Westford

LABORERS ZONE 4

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

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Construction Mechanic Classification		Straight Time Rate	Time and One Half Rate	Double Time Rate	Overtime Code
LABORERS CLASS 3 ZONE 1	RBLABC321	WAGE	\$22.11	\$33.17	X X X X X X X H Y
	6/13/2013	FRINGE	\$15.46	\$16.86	
Apprentice Rates:					
0-1000 WORK HOURS		WAGE	\$16.58	\$24.87	
		FRINGE	\$15.46	\$16.86	
1001-2000 WORK HOURS		WAGE	\$17.69	\$26.54	
		FRINGE	\$15.46	\$16.86	
2001-3000 WORK HOURS		WAGE	\$18.79	\$28.18	
		FRINGE	\$15.46	\$16.86	
3001-4000 WORK HOURS		WAGE	\$21.00	\$31.50	
		FRINGE	\$15.46	\$16.86	
LABORERS ZONE 1 Genesee, Macomb, Monroe, Oakland, Washtenaw and Wayne					
LABORERS CLASS 3 ZONE 2	RBLABC322	WAGE	\$20.39	\$30.59	X X X X X X X H Y
	5/13/2013	FRINGE	\$15.26	\$16.59	
Apprentice Rates:					
0-1000 WORK HOURS		WAGE	\$15.29	\$22.94	
		FRINGE	\$15.26	\$16.59	
1001-2000 WORK HOURS		WAGE	\$16.31	\$24.46	
		FRINGE	\$15.26	\$16.59	
2001-3000 WORK HOURS		WAGE	\$17.33	\$26.00	
		FRINGE	\$15.26	\$16.59	
3001-4000 WORK HOURS		WAGE	\$19.37	\$29.06	
		FRINGE	\$15.26	\$16.59	

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

2014 Prevailing Wage Rate Schedule for Parking Lot, Road, Highway, Bridge and Airport Construction

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Construction Mechanic Classification		Straight Time Rate	Time and One Half Rate	Double Time Rate	Overtime Code
LABORERS CLASS 3 ZONES 3 & 4	RBLABC3Z3	WAGE \$19.70	\$29.55		X X X X X X X H Y
	6/13/2013	FRINGE \$15.26	\$16.59		
Apprentice Rates:					
0-1000 WORK HOURS		WAGE \$14.77	\$22.16		
		FRINGE \$15.26	\$16.59		
1001-2000 WORK HOURS		WAGE \$15.76	\$23.64		
		FRINGE \$15.26	\$16.59		
2001-3000 WORK HOURS		WAGE \$16.74	\$25.11		
		FRINGE \$15.26	\$16.59		
3001-4000 WORK HOURS		WAGE \$18.72	\$28.08		
		FRINGE \$15.26	\$16.59		

LABORERS ZONE 3

Alcona, Alpena, Antrim, Arenac, Benzie, Charlevoix, Cheboygan, Clare, Crawford, Emmet, Gladwin, Grand Traverse, Ionia, Iosco, Isabella, Kalkaska, Kent, Lake, Leelanau, Manistee, Mason, Mecosta, Missaukee, Montcalm, Montmorency, Newaygo, Oceana, Ogemaw, Osceola, Oscoda, Otsego, Ottawa, Presque Isle, Roscommon and Wexford

LABORERS ZONE 4

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

LABORERS CLASS 4 ZONE 1	RBLABC4Z1	WAGE \$22.19	\$33.29		X X X X X X X H Y
	8/13/2013	FRINGE \$15.46	\$16.86		

Apprentice Rates:

0-1000 WORK HOURS		WAGE \$16.64	\$24.96		
		FRINGE \$15.46	\$16.86		
1001-2000 WORK HOURS		WAGE \$17.75	\$26.82		
		FRINGE \$15.46	\$16.86		
2001-3000 WORK HOURS		WAGE \$18.86	\$28.29		
		FRINGE \$15.46	\$16.86		
3001-4000 WORK HOURS		WAGE \$21.08	\$31.62		
		FRINGE \$15.46	\$16.86		

LABORERS ZONE 1

Genesee, Macomb, Monroe, Oakland, Washtenaw and Wayne

2014 Prevailing Wage Rate Schedule for Parking Lot, Road, Highway, Bridge and Airport Construction

Construction Mechanic Classification		Straight Time Rate	Time and One Half Rate	Double Time Rate	Overtime Code
LABORERS CLASS 4 ZONE 2	RBLABC4Z2	WAGE \$20.74	\$31.11		X X X X X X X H Y
	6/13/2013	FRINGE \$15.26	\$16.59		
Apprentice Rates:					
0-1000 WORK HOURS		WAGE \$15.56	\$23.34		
		FRINGE \$15.26	\$16.59		
1001-2000 WORK HOURS		WAGE \$16.59	\$24.88		
		FRINGE \$15.26	\$16.59		
2001-3000 WORK HOURS		WAGE \$17.63	\$26.44		
		FRINGE \$15.26	\$16.59		
3001-4000 WORK HOURS		WAGE \$19.70	\$29.55		
		FRINGE \$15.26	\$16.59		

LABORERS ZONE 2

Alegan, Barry, Bay, Berrien, Branch, Calhoun, Cass, Clinton, Eaton, Gratiot, Hillsdale, Huron, Ingham, Jackson, Kalamazoo, Lapeer, Lenawee, Livingston, Midland, Muskegon, Saginaw, Sanilac, Shiawassee, St. Clair, St. Joseph, Tuscola, and Van Buren

LABORERS CLASS 4 ZONES 3 & 4	RBLABC4Z3	WAGE \$20.14	\$30.21		X X X X X X X H Y
	6/13/2013	FRINGE \$15.26	\$16.59		
Apprentice Rates:					
0-1000 WORK HOURS		WAGE \$15.10	\$22.85		
		FRINGE \$15.26	\$16.59		
1001-2000 WORK HOURS		WAGE \$16.11	\$24.16		
		FRINGE \$15.26	\$16.59		
2001-3000 WORK HOURS		WAGE \$17.12	\$25.88		
		FRINGE \$15.26	\$16.59		
3001-4000 WORK HOURS		WAGE \$19.13	\$28.70		
		FRINGE \$15.26	\$16.59		

LABORERS ZONE 3

Alcona, Alpena, Antrim, Arenac, Benzie, Charlevoix, Cheboygan, Clare, Crawford, Emmet, Gladwin, Grand Traverse, Ionia, Iosco, Isabella, Kalkaska, Kent, Lake, Leelanau, Manistee, Mason, Mecosta, Missaukee, Montcalm, Montmorency, Newaygo, Oceana, Ogemaw, Osceola, Oscoda, Otsego, Ottawa, Presque Isle, Roscommon and Wexford

LABORERS ZONE 4

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

**2014 Prevailing Wage Rate Schedule
for Parking Lot, Road, Highway, Bridge and Airport Construction**

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Construction Mechanic Classification			Straight Time Rate	Time and One Half Rate	Double Time Rate	Overtime Code
LABORERS CLASS 5 ZONE 1	RBLABC5Z1	WAGE	\$22.40	\$33.60		X X X X X X X H Y
	6/13/2013	FRINGE	\$15.46	\$16.86		
Apprentice Rates:						
0-1000 WORK HOURS		WAGE	\$16.80	\$25.20		
		FRINGE	\$15.46	\$16.86		
1001-2000 WORK HOURS		WAGE	\$17.92	\$26.88		
		FRINGE	\$15.46	\$16.86		
2001-3000 WORK HOURS		WAGE	\$19.04	\$28.56		
		FRINGE	\$15.46	\$16.86		
3001-4000 WORK HOURS		WAGE	\$21.28	\$31.92		
		FRINGE	\$15.46	\$16.86		

LABORERS ZONE 1

Genesee, Macomb, Monroe, Oakland, Washtenaw and Wayne

LABORERS CLASS 6 ZONE 2	RBLABC5Z2	WAGE	\$20.61	\$30.92		X X X X X X X H Y
	6/13/2013	FRINGE	\$15.26	\$16.59		
Apprentice Rates:						
0-1000 WORK HOURS		WAGE	\$15.46	\$23.19		
		FRINGE	\$15.26	\$16.59		
1001-2000 WORK HOURS		WAGE	\$16.49	\$24.74		
		FRINGE	\$15.26	\$16.59		
2001-3000 WORK HOURS		WAGE	\$17.52	\$26.28		
		FRINGE	\$15.26	\$16.59		
3001-4000 WORK HOURS		WAGE	\$19.58	\$29.37		
		FRINGE	\$15.26	\$16.59		

LABORERS ZONE 2

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

**2014 Prevailing Wage Rate Schedule
for Parking Lot, Road, Highway, Bridge and Airport Construction**

Construction Mechanic Classification		Straight Time Rate	Time and One Half Rate	Double Time Rate	Overtime Code
LABORERS CLASS 5 ZONES 3 & 4	RBLABC5Z3	WAGE	\$19.76	\$29.64	X X X X X X X H Y
	6/13/2013	FRINGE	\$15.26	\$16.59	
Apprentice Rates:					
0-1000 WORK HOURS		WAGE	\$14.82	\$22.23	
		FRINGE	\$15.26	\$16.59	
1001-2000 WORK HOURS		WAGE	\$15.81	\$23.72	
		FRINGE	\$15.26	\$16.59	
2001-3000 WORK HOURS		WAGE	\$16.80	\$25.20	
		FRINGE	\$15.26	\$16.59	
3001-4000 WORK HOURS		WAGE	\$18.77	\$28.16	
		FRINGE	\$15.26	\$16.59	

LABORERS ZONE 3

Alcona, Alpena, Antrim, Arenac, Benzie, Charlevoix, Cheboygan, Clare, Crawford, Emmet, Gladwin, Grand Traverse, Ionia, Iosco, Isabella, Kalkaska, Kent, Lake, Leelanau, Manistee, Mason, Mecosta, Missaukee, Montcalm, Montmorency, Newaygo, Oceana, Ogemaw, Osceola, Oscoda, Otsego, Ottawa, Presque Isle, Roscommon and Wexford

LABORERS ZONE 4

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

LABORERS CLASS 6 ZONE 1	RBLABC6Z1	WAGE	\$22.70	\$34.05	X X X X X X X H Y
	6/13/2013	FRINGE	\$15.46	\$16.86	
Apprentice Rates:					
0-1000 WORK HOURS		WAGE	\$17.02	\$25.53	
		FRINGE	\$15.46	\$16.86	
1001-2000 WORK HOURS		WAGE	\$18.16	\$27.24	
		FRINGE	\$15.46	\$16.86	
2001-3000 WORK HOURS		WAGE	\$19.29	\$28.94	
		FRINGE	\$15.46	\$16.86	
3001-4000 WORK HOURS		WAGE	\$21.58	\$32.34	
		FRINGE	\$15.46	\$16.86	

LABORERS ZONE 1

Genesee, Macomb, Monroe, Oakland, Washtenaw and Wayne

2014 Prevailing Wage Rate Schedule for Parking Lot, Road, Highway, Bridge and Airport Construction

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Construction Mechanic Classification		Straight Time Rate	Time and One Half Rate	Double Time Rate	Overtime Code
LABORERS CLASS 6 ZONE 2	RBLABC6Z2	WAGE	\$20.95	\$31.43	X X X X X X X H Y
	6/13/2013	FRINGE	\$15.26	\$16.59	
Apprentice Rates:					
0-1000 WORK HOURS		WAGE	\$15.71	\$23.56	
		FRINGE	\$15.26	\$16.59	
1001-2000 WORK HOURS		WAGE	\$16.76	\$25.14	
		FRINGE	\$15.26	\$16.59	
2001-3000 WORK HOURS		WAGE	\$17.81	\$26.72	
		FRINGE	\$15.26	\$16.59	
3001-4000 WORK HOURS		WAGE	\$19.90	\$29.85	
		FRINGE	\$15.26	\$16.59	

LABORERS ZONE 2

Allegan, Barry, Bay, Berrien, Branch, Calhoun, Cass, Clinton, Eaton, Gratiot, Hillsdale, Huron, Ingham, Jackson, Kalamazoo, Leapeer, Lanawee, Livingston, Midland, Muskegon, Saginaw, Sanilac, Shiawassee, St. Clair, St. Joseph, Tuscola, and Van Buren

LABORERS CLASS 6 ZONES 3 & 4	RBLABC8Z3	WAGE	\$20.19	\$30.29	X X X X X X X H Y
	6/13/2013	FRINGE	\$15.26	\$16.59	
Apprentice Rates:					
0-1000 WORK HOURS		WAGE	\$15.14	\$22.71	
		FRINGE	\$15.26	\$16.59	
1001-2000 WORK HOURS		WAGE	\$16.15	\$24.22	
		FRINGE	\$15.26	\$16.59	
2001-3000 WORK HOURS		WAGE	\$17.16	\$25.74	
		FRINGE	\$15.26	\$16.59	
3001-4000 WORK HOURS		WAGE	\$19.18	\$28.77	
		FRINGE	\$15.26	\$16.59	

LABORERS ZONE 3

Alcona, Alpena, Antrim, Arenac, Benzie, Charlevoix, Cheboygan, Clara, Crawford, Emmet, Gladwin, Grand Traverse, Ionia, Iosco, Isabella, Kalkaska, Kent, Lake, Leelanau, Manistee, Mason, Mecosta, Missaukee, Montcalm, Montmorency, Newaygo, Oceana, Ogemaw, Osceola, Oscoda, Otsego, Ottawa, Presque Isle, Roscommon and Wexford

LABORERS ZONE 4

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

2014 Prevailing Wage Rate Schedule for Parking Lot, Road, Highway, Bridge and Airport Construction

Construction Mechanic Classification		Straight Time Rate	Time and One Half Rate	Double Time Rate	Overtime Code
LABORERS CLASS 7 ZONES 2, 3, 4	RBLABC72	WAGE	\$23.52	\$35.28	X X X X X X X H Y
	5/13/2013	FRINGE	\$15.26	\$16.59	
Apprentice Rates:					
0-1000 WORK HOURS		WAGE	\$17.64	\$26.46	
		FRINGE	\$15.26	\$16.59	
1001-2000 WORK HOURS		WAGE	\$18.82	\$28.23	
		FRINGE	\$15.26	\$16.59	
2001-3000 WORK HOURS		WAGE	\$19.99	\$29.98	
		FRINGE	\$15.26	\$16.59	
3001-4000 WORK HOURS		WAGE	\$22.34	\$33.51	
		FRINGE	\$15.26	\$16.59	

LABORERS ZONE 2

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

LABORERS ZONE 3

Alcona, Alpena, Antrim, Arenac, Benzie, Charlevoix, Cheboygan, Clara, Crawford, Emmet, Gladwin, Grand Traverse, Ionia, Iosco, Isabella, Kalkaska, Kent, Lake, Leelanau, Manistee, Mason, Mecosta, Missaukee, Montcalm, Montmorency, Newaygo, Oceana, Ogemaw, Osceola, Oscoda, Otsego, Ottawa, Presque Isle, Roscommon and Wexford

LABORERS ZONE 4

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

LABORERS CLASS 7 ZONE 1	RBLABC7Z1	WAGE	\$23.77	\$35.66	X X X X X X X H Y
	6/13/2013	FRINGE	\$15.46	\$16.86	
Apprentice Rates:					
0-1000 WORK HOURS		WAGE	\$17.83	\$26.74	
		FRINGE	\$15.46	\$16.86	
1001-2000 WORK HOURS		WAGE	\$19.02	\$28.53	
		FRINGE	\$15.46	\$16.86	
2001-3000 WORK HOURS		WAGE	\$20.20	\$30.30	
		FRINGE	\$15.46	\$16.86	
3001-4000 WORK HOURS		WAGE	\$22.58	\$33.87	
		FRINGE	\$15.46	\$16.86	

LABORERS ZONE 1

Genesee, Macomb, Monroe, Oakland, Washtenaw and Wayne

2014 Prevailing Wage Rate Schedule for Parking Lot, Road, Highway, Bridge and Airport Construction

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Construction Mechanic Classification		Straight Time Rate	Time and One Half Rate	Double Time Rate	Overtime Code
OPERATING ENGINEERS					
OPERATING ENGINEERS CLASS I ZONE 1 & 2	RBOEC1Z1 6/5/2013	WAGE \$25.66	FRINGE \$25.21	\$38.49 \$27.14	H H H H H H H H Y
Apprentice Rates:					
1ST 6 MONTHS		WAGE	FRINGE	\$17.96 \$23.20	\$28.94 \$24.55
2ND 6 MONTHS		WAGE	FRINGE	\$19.24 \$23.40	\$28.86 \$24.85
3RD 6 MONTHS		WAGE	FRINGE	\$20.53 \$23.59	\$30.80 \$25.13
4TH 6 MONTHS		WAGE	FRINGE	\$21.81 \$23.78	\$32.72 \$25.42
5TH 6 MONTHS		WAGE	FRINGE	\$23.09 \$23.97	\$34.64 \$25.70
6TH 6 MONTHS		WAGE	FRINGE	\$24.38 \$24.17	\$36.57 \$26.00
OPERATING ENGINEERS ZONE 1 Genesee, Oakland, Macomb, Monroe, Washtenaw and Wayne counties		OPERATING ENGINEERS ZONE 2 The entire state except those counties listed in Zone 1: Genesee, Oakland, Macomb, Monroe, Washtenaw and Wayne			
OPERATING ENGINEERS CLASS II ZONE 1	RBOEC2Z1 6/11/2013	WAGE \$19.81	FRINGE \$24.33	\$29.72 \$25.82	H H H H H H H H Y
OPERATING ENGINEERS ZONE 1 Genesee, Oakland, Macomb, Monroe, Washtenaw and Wayne counties					
OPERATING ENGINEERS GREASE TRUCK CLASS II ZONE 1	R9OEC2Z1GT 6/12/2013	WAGE \$20.94	FRINGE \$24.50	\$31.41 \$26.07	H H H H H H H H Y
OPERATING ENGINEERS ZONE 1 Genesee, Oakland, Macomb, Monroe, Washtenaw and Wayne counties					

2014 Prevailing Wage Rate Schedule for Parking Lot, Road, Highway, Bridge and Airport Construction

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Construction Mechanic Classification		Straight Time Rate	Time and One Half Rate	Double Time Rate	Overtime Code
OPERATING ENGINEERS CLASS 2 ZONE 2	RBOEC222 6/12/2013	WAGE \$19.68 FRINGE \$24.31	\$29.52 \$25.79		H H H H H H H H Y

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

OPERATING ENGINEERS GREASE TRUCK CLASS 2 ZONE 2	RBOEC222GT 6/12/2013	WAGE \$20.81 FRINGE \$24.48	\$31.22 \$26.04		H H H H H H H H Y
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OPERATING ENGINEERS ZONE 2
The entire state except those counties listed in Zone 1: Genesee, Oakland, Macomb, Monroe, Washtenaw and Wayne

OPERATING ENGINEERS CLASS III ZONE 1	RBOEC3Z1 6/12/2013	WAGE \$19.32 FRINGE \$24.26	\$28.98 \$25.71		H H H H H H H H Y
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OPERATING ENGINEERS ZONE 1
Genesee, Oakland, Macomb, Monroe, Washtenaw and Wayne counties

OPERATING ENGINEERS CLASS III ZONE 2	RBOEC3Z2 6/12/2013	WAGE \$19.19 FRINGE \$24.24	\$28.79 \$25.68		H H H H H H H H Y
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OPERATING ENGINEERS ZONE 2
The entire state except those counties listed in Zone 1: Genesee, Oakland, Macomb, Monroe, Washtenaw and Wayne

OPERATING ENGINEERS CLASS IV ZONE 1	RBOEC4Z1 6/12/2013	WAGE \$19.17 FRINGE \$24.24	\$28.76 \$25.68		H H H H H H H H Y
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OPERATING ENGINEERS ZONE 1
Genesee, Oakland, Macomb, Monroe, Washtenaw and Wayne counties

**2014 Prevailing Wage Rate Schedule
for Parking Lot, Road, Highway, Bridge and Airport Construction**

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Construction Mechanic Classification			Straight Time Rate	Time and One Half Rate	Double Time Rate	Overtime Code
OPERATING ENGINEERS CLASS IV ZONE 2	RBOEC4ZZ 6/12/2013	WAGE	\$18.91	\$28.37		H H H H H H H H Y
		FRINGE	\$24.20	\$25.62		

OPERATING ENGINEERS ZONE 2

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

Pipe and Manhole Rehab

General Laborer for rehab work or normal cleaning and cctv work-top man, scaffold man, CCTV assistant, jetter-vac assistant	TM247 10/15/2012	WAGE	\$18.99	\$28.49		H H H H H H H H N
		FRINGE	\$8.21	\$8.21		

Statewide

Tap cutter/CCTV Tech/Grout Equipment Operator: unit driver and operator of CCTV; grouting equipment and tap cutting equipment	TM247-2 10/15/2012	WAGE	\$23.49	\$35.24		H H H H H H H H N
		FRINGE	\$8.21	\$8.21		

Statewide

CCTV Technician/Combo Unit Operator: unit driver and operator of cctv unit or combo unit in connection with normal cleaning and televising work	TM247-3 10/15/2012	WAGE	\$22.24	\$33.36		H H H H H H H H N
		FRINGE	\$8.21	\$8.21		

Statewide

**2014 Prevailing Wage Rate Schedule
for Parking Lot, Road, Highway, Bridge and Airport Construction**

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Construction Mechanic Classification			Straight Time Rate	Time and One Half Rate	Double Time Rate	Overtime Code
Boller Operator: unit driver and operator of steam/water heater units and all ancillary equipment associated	TM247-4	WAGE	\$23.99	\$35.99		H H H H H H H H N
	10/15/2012	FRINGE	\$8.21	\$8.21		

Statewide

Combo Unit driver & Jetter-Vac Operator	TM247-5	WAGE	\$23.99	\$35.99		H H H H H H H H N
	10/15/2012	FRINGE	\$8.21	\$8.21		

Statewide

Pipe Bursting & Sllp-lining Equipment Operator	TM247-6	WAGE	\$24.99	\$37.49		H H H H H H H H N
	10/15/2012	FRINGE	\$8.21	\$8.21		

Statewide

TRUCK DRIVERS

TRUCK DRIVERS ZONE 1 EUCLID TYPE EQUIPMENT	TD1	WAGE	\$25.15	\$37.73		H H H H H H H H Y
	8/8/2013	FRINGE	\$16.30	\$0.50		

TRUCK DRIVERS ZONE 1

Genesee, Oakland, Macomb, Monroe, Livingston, Washtenaw and Wayne

**2014 Prevailing Wage Rate Schedule
for Parking Lot, Road, Highway, Bridge and Airport Construction**

Construction Mechanic Classification		Straight Time Rate	Time and One Half Rate	Double Time Rate	Overtime Code
TRUCK DRIVERS ZONE 2 EUCLID TYPE EQUIPMENT	TD2 8/8/2013	WAGE \$25.05 FRINGE \$16.30	\$37.58 \$0.50		H H H H H H H H Y

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

TRUCK DRIVERS ZONE 1 8 YARD CAPACITY OR GREATER	TD81 8/8/2013	WAGE \$25.00 FRINGE \$16.30	\$37.50 \$0.50		H H H H H H H H Y
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TRUCK DRIVERS ZONE 1
Genesee, Oakland, Macomb, Monroe, Livingston,
Washtenaw and Wayne

TRUCK DRIVERS ZONE 2 8 YARD CAPACITY OR GREATER	TD82 8/8/2013	WAGE \$24.90 FRINGE \$17.02	\$37.35 \$0.50		H H H H H H H H Y
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TRUCK DRIVERS ZONE 2
The entire state except those counties listed in Zone 1:
Genesee, Oakland, Macomb, Monroe, Livingston,
Washtenaw and Wayne

TRUCK DRIVERS ZONE 1 ALL TRUCKS OF 8 CUBIC YARD CAPACITY OR LESS (except dump trucks of 8 cubic yard capacity or over, tandem axle trucks, transit mix and semis, euclid type equipment, double bottoms and low boys)	TD81 8/8/2013	WAGE \$24.90 FRINGE \$17.02	\$37.35 \$0.50		H H H H H H H H Y
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TRUCK DRIVERS ZONE 1
Genesee, Oakland, Macomb, Monroe, Livingston,
Washtenaw and Wayne

2014 Prevailing Wage Rate Schedule
for Parking Lot, Road, Highway, Bridge and Airport Construction

Construction Mechanic Classification		Straight Time Rate	Time and One Half Rate	Double Time Rate	Overtime Code
TRUCK DRIVERS ZONE 2 8 CUBIC YARD CAPACITY OR LESS (except dump trucks of 8 cubic yard capacity or over, tandem axle trucks, transit mix and semis, euclid type equipment, double bottoms and low boys)	TD92 8/8/2013	WAGE \$24.80 FRINGE \$17.02	\$37.20 \$0.50		H H H H H H H H Y

TRUCK DRIVERS ZONE 2

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