



## TABLE OF CONTENTS

SECTION I - SPECIAL INFORMATION FOR BIDDERS .....	3
SECTION II – OFFER TO CONTRACT .....	5
SECTION III - CONTRACTOR'S BID FORMS .....	10
SECTION IV - CONTRACTOR'S CONTRACT FORMS .....	15
SECTION V - SPECIAL CONDITIONS .....	20
SECTION VI - SPECIAL PROVISIONS .....	21
SECTION VII – PREVAILING WAGES .....	40
ATTACHMENT A – BID ALT WINGED CURB CROSS SECTION .....	60
ATTACHMENT B – DPW CONSTRUCTION AREA .....	61

**CITY OF BATTLE CREEK, MICHIGAN  
NOTICE OF INVITATION FOR BIDS  
2018 REHABILITATION AND SIDEWALK PROGRAM  
IFB #2018-077B**

**IFB DUE DATE and TIME:** May 25, 2018 at 2:00 pm local time (office hours 8-12 and 1-5) **NOTE! City Hall now has Security on the 1<sup>st</sup> floor. Please allow extra time to get through Security when dropping off your bid.**

**BID SUBMITTAL:** Bids must be submitted in a sealed envelope with the IFB number, the due date/time and the bidder's name and address clearly indicated on the envelope. Bids must be in the actual possession of the Purchasing Department Room 214, City Hall, 10 N. Division Street, Battle Creek, Michigan 49014 on or prior to the exact time and date indicated above. The prevailing clock shall be [www.time.gov](http://www.time.gov). Late bids will not be considered. All bids will be publicly opened and read aloud at the aforementioned address. All interested parties are invited to attend.

**PROJECT DESCRIPTION:** The City of Battle Creek will accept sealed bids for the Rehabilitation and Sidewalk project. This project consists of work that will take place on various Local and BCU streets throughout the City of Battle Creek as well as the parking lot at The Department of Public Works. This will include resurfacing/reconstructing, using materials specified by the Engineer. Tree removal/replacement as well as spot curb and sidewalk repair will be done as well at the direction of the Engineer.

<b>PRE-BID CONFERENCE: NONE</b>	<b>FUNDING:</b> This project has NO federal or state funding. All project funding is provided by the City of Battle Creek. None of the CDBG requirements are applicable for this contract.
<b>TECHNICAL QUESTIONS OR SITE VISITATION:</b> Eric Campbell 269-966-3343	<b>PREVAILING WAGES:</b> Required for this project. See attached wage rates at the end of this document. Contractor shall abide by all the requirements set forth in Section 208.09, PREVAILING WAGES ON CITY PROJECTS, of the City's Administrative Code.
<b>COPIES OF IFB and PLANHOLDERS LIST:</b> Purchasing/Engineering Division 10 N. Division Rm 214 Battle Creek, MI 49014 269-966-3390	<b>FEE: NONE</b>
	<b>IFB ISSUE DATE: April 20, 2018</b>
<b>DOCUMENT EXAMINATION:</b>  City of Battle Creek, Purchasing Division Dodge Corporation in Kalamazoo, Michigan Builders Exchange in Grand Rapids, Kalamazoo & Lansing, Michigan	<b>ADDENDA:</b> Each addendum will be on file in the Office of the Purchasing Agent. To the extent possible, copies will be mailed to each person registered as having received a set of bid documents. It shall be the bidder's responsibility to make inquiry as to addenda issued. All such addenda shall become a binding part of the contract.
<b>BID BOND:</b> Each bid must be accompanied by a certified check, cashier's check, or standard form bid bond, made payable to the City of Battle Creek, in an amount of not less than five (5%) percent of the base bid submitted. Failure of any accepted bidder to enter into a contract for the work will cause forfeit of the bid security. After contracts for the work have been signed, all bid securities will be returned.	<b>PERFORMANCE/LABOR/MATERIALS BONDS:</b> The accepted bidder will be required to furnish a satisfactory performance bond and labor/materials payment bond, each in an amount equal to 100% of the contract and insurance certificate upon forms acceptable to the City.
<b>BID VALID:</b> Bids may be withdrawn up to the time and date of the bid opening. After the bid opening, bids may not be withdrawn for a period of ninety (90) days thereafter. The City of Battle Creek reserves the right to waive any irregularity or informality in bids, to reject any and/or all bids, in whole or in part, or to award any contract to other than the low bidder, should it be deemed in its best interest to do so.	

## SECTION I - SPECIAL INFORMATION FOR BIDDERS

### 1. General Contract Specification

The following sections of the General Contract Specifications BC-19-08, will be applicable for this contract General Instructions to Bidders and General Conditions of City Contracts.

### 2. Order Of Precedence

The plans and specifications shall be considered to be one complete document and what is called for in one shall be considered as being called for in all. In the event that there is a conflict between the parts, the following order of precedence shall govern:

Addenda to bidding documents

The Contract Drawings

The Contract Special Provisions

The Contract Special Instructions

The Contract Special Conditions

The City of Battle Creek General Contract 19-08

### 3. Special Conditions

The purpose of Special Conditions, Special Instructions, and Project Specifications are to change, delete, clarify or add to General Conditions, General Instructions or General Specifications found in GENERAL CONTRACT SPECIFICATIONS BC 19-08, issued 1998. Only those items addressed in Special Conditions, Special Instructions, or Project Provisions are affected. All other conditions in General Conditions, General Instructions and General Specifications still apply. Special Conditions, Special Instructions, Project Specifications, supersedes General Conditions, General Instructions and General Specifications, and in all cases shall take precedence.

### 4. Registration Requirements for Contractors

All bidders, including General Contractors and Specialty Contractors, shall hold or obtain such Contractors or Business Licenses as required State and Local statutes.

### 5. Currency

Prices calculated by the bidder shall be stated in U.S. dollars.

### 6. Unit Price

When the Bid for the work is to be submitted on a unit price basis, unit price Bids will be accepted on all items of work set forth in the Bid, except those designated to be paid for as a lump sum. The estimated of quantities of work to be done is tabulated in the Bid and although stated with as much accuracy as possible, are approximate only and is assumed solely for the basis of calculation upon which the award of Contract shall be made. Payment to the Contractor will be made on the measurement of the work actually performed by the Contractor as specified in the Contract Documents. Unit prices will prevail in event of discrepancy and in bid tabulations.

### 7. Liquidated Damages

Failure of the Contractor to complete the work within the time allowed will result in damages being sustained by the City. Such damages are, and will continue to be, impracticable and extremely difficult to determine. Unless otherwise provided in the Special Conditions, the Contractor will pay to the City for the liquidated damages and not as penalty one thousand three hundred dollars (\$1,300.00) for each calendar day of delay in finishing the work in excess of the time specified for completion, plus any Contractor will pay the City for the liquidated damages herein before mentioned are in lieu of the actual damages arising from such breaches of this contract; which said sums the City shall have the right to deduct from any monies in its hands, otherwise due, or to become due, to said Contractor or to sue for and recover compensation or damages for non performance of this Contract at the time stipulated herein and provided for. The attention of bidders is directed to the provisions and the General Conditions of contract requiring the Contractor to pay for all excess cost of field engineering and inspection as therein defined.

### 8. Listing of Subcontractors

Failure to list subcontractors and major suppliers, where feasible, may be cause for rejection of the Bidder's Bid as non-responsive.

### 9. Non-collusion:

By signing the Offer to Contract, the bidder, by its officers and authorized agents or representatives present at the time of filing this bid, being duly sworn on their oaths say, that neither they nor any of them have in any way, directly or indirectly entered into any arrangement or agreement with any other bidder or with any public officer of such City of Battle Creek, Michigan, whereby such affidavit or affiants or either of them has paid or is to pay to such other bidder or public officer any sum of money, or has given or is to give to such other bidder or public officer anything of value whatever, or such affidavit or affiants or either of them has not directly or indirectly, entered into any arrangement or agreement with any other bidder or bidders, which tends to or does lessen or destroy free competition in the letting of the contract sought for by the attached bids, that no inducement of any form or character other than that which appears on the face of the bid will be suggested, offered, paid or delivered to any person whomsoever to influence the acceptance of the bid or awarding of the contract, nor has this bidder any agreement or

understanding of any kind whatsoever, with any person whomsoever to pay, deliver to, or share with any other person in any way or manner, any of the proceeds of the contract sought by this bid.

10. Contractor's Insurance

- a. The Contractor shall at the time of execution of this contract, file with the City the Certificate of Insurance, which shall cover all of his insurance as required herein, including evidence of payment of premiums thereon, and the policy or policies or insurance covering said City and their officers, agents and employees. Each such policy and certificate shall be satisfactory to the City. Nothing contained in these insurance requirements is to be construed as limiting the extent of the Contractor's responsibility for payment of damages resulting from his operations under this Contract. The contractor shall maintain insurances in force at all times during the term of this agreement at the minimum amounts and types as indicated.

<u>Coverage Afforded</u>		<u>Limits of Liability</u>
Workers' Compensation:		\$ 100,000 or statutory limit
Commercial General Liability: (including XCU if appropriate)	Bodily Injury	\$1,000,000 each occurrence
	Property Damage	\$1,000,000 each occurrence
	or Combined Single Limit	\$2,000,000
Automobile Liability:	Bodily Injury	\$ 300,000 each person
	Liability	\$ 500,000 each occurrence
	Property Damage	\$ 500,000
	or Combined Single Limit	\$ 500,000

The City of Battle Creek shall be listed as an **additional insured on general liability coverage**, and shall be provided with a Certificate of Insurance that reflects this additional insured status. A 30-day notice of cancellation or material change shall be provided to the City and so noted on the Certificate of Insurance. All certificates and notices shall be sent to City of Battle Creek, 10 N. Division, Suite 214, Battle Creek, MI 49014.

11. Vendor Evaluation: Experience with the City shall be taken into consideration when evaluating responsibility of the vendor.

12. Permits: Contractor shall secure all necessary permits to complete the work as described in this IFB. These costs shall be included in the bid price.

13. Michigan Constitutional Requirement:

- a). Notwithstanding any provision in this Contract to the contrary, and in accordance with Article I, Section 26 of the Michigan Constitution as adopted by the electorate November 7, 2006, the City and its general contractors shall not discriminate against, or grant preferential treatment to, any individual or group on the basis of race, sex, color, ethnicity, or national origin in the operation of this Contract.
- b). This section shall not prohibit any action that must be taken to establish or maintain eligibility for any federal program if ineligibility would result in a loss of federal funds in connection with this Contract, nor shall this section be interpreted as prohibiting bona fide qualifications based on sex that are reasonable necessary to the execution of this Contract.
- c). In the event of conflict between any term of this Contract and this section, the language of this section shall control.
- d) "Any party bringing a legal action or proceeding against any other party arising out of or relating to this Agreement or the transactions it contemplates shall bring the legal action or proceeding: (i) in the United States District Court for the Western District of Michigan; or (ii) in any court of the State of Michigan sitting in Calhoun County, if there is no federal subject matter jurisdiction."

## SECTION II – OFFER TO CONTRACT

DATE: \_\_\_\_\_

NAME OF BIDDER: \_\_\_\_\_

BUSINESS ADDRESS: \_\_\_\_\_

\_\_\_\_\_

To: The City of Battle Creek, Michigan

The undersigned, as Bidder, declares that the only person or parties interested in this bid as principals are those named herein; that this bid is made without collusion with any person, firm or corporation; that he has carefully examined the location of the proposed work, the proposed forms of Agreement and Bonds, and the Contract Drawings and Specifications for the above designated work, all other documents referred to or mentioned in the Contract Documents, the Contract Drawings and Specifications, including Addenda issued thereto; and he proposes and agrees if this bid is accepted that he will contract with the City of Battle Creek, Michigan, in the form of the copy of the Agreement included in these Contract Documents, to provide all necessary machinery, tools, apparatus, and other means of construction, including utility and transportation services necessary to do all the work and furnish all materials and equipment specified or referred to in the Contract Documents, in the manner and time therein prescribed and according to the requirements of the City of Battle Creek, Michigan, as therein set forth and to furnish the Contractor's Bonds and Insurance, and to do all other things required of the Contractor by the Contract Documents, and that he will take in full payment therefore the sums set forth BELOW;

A bid must be made on each item with no qualifying statement(s). Bidder acknowledges that quantities are not guaranteed and final payment will be based on actual quantities determined as provided in the Contract Documents. All specific cash allowances are included in the prices set forth below and have been computed in accordance with the Contract Documents.

Acknowledgement of addenda: \_\_\_\_\_; \_\_\_\_\_; \_\_\_\_\_; \_\_\_\_\_; \_\_\_\_\_; \_\_\_\_\_

PRICE PAGE

**2018 REHABILITATION AND SIDEWALK PROGRAM 2018-077B**

Pay Item	DESCRIPTION	EST. QTY.	UNITS	UNIT PRICE	EXTENDED AMOUNT
1500001	Mobilization, Max 10%	1	LSUM		
2020002	Tree, Rem, 19 inch to 36 inch	3	Ea		
2020003	Tree, Rem, 37 inch to Larger	2	Ea		
2020004	Tree, Rem, 6 inch to 18 inch	2	Ea		
2040020	Curb and Gutter, Rem	90	Ft		
2040021	Curb, Rem	3,000	Ft		
2040055	Sidewalk, Rem	355.25	Syd		
2050041	Subgrade Undercutting, Type II DPW	16.25	Cyd		
2090001	Project Cleanup	1	LSUM		
3020002	Aggregate Base, LM	37.5	Cyd		
4030005	Dr Structure Cover, Adj. Case 1	12	Ea		
4030005	Dr Structure Cover, Adj. Case 1 DPW	5	Ea		
4030010	Dr Structure Cover, Type B	10	Ea		
4030040	Dr Structure Cover, Type G	1	Ea		
4030050	Dr Structure Cover, Type K	5	Ea		
4030065	Dr Structure Cover, Type Q	23	Ea		
4030200	Dr Structure, 24 inch dia	1	Ea		
4037050	_Dry Well, 24 inch dia	1	Ea		
5010001	Pavt, Cleaning	1	LSUM		
5010002	Cold Milling HMA Surface	144,580	Syd		

5010002	Cold Milling HMA Surface DPW	4,125	Syd		
5010025	Hand Patching	15	Ton		
5010031	HMA, 3C DPW	910	Ton		
5010033	HMA, 13A	3,280	Ton		
5010033	HMA, 13A DPW	455	Ton		
5010034	HMA, 36A	5,030	Ton		
5010051	HMA, 4E3 Echelon Paving, required	4,912	Ton		
6020015	__ Concrete Base Course	320	Syd		
8010005	Driveway, Nonreinf Conc, 6 inch	160	Syd		
8020038	Curb and Gutter, Conc, Det F4	90	Ft		
8030010	Detectable Warning Surface	45	Ft		
8030036	Sidewalk Ramp, Conc, 6 inch	105	Sft		
8030044	Sidewalk, Conc, 4 inch	2,005	Sft		
8030046	Sidewalk, Conc, 6 inch	200	Sft		
8070095	Post, Mailbox	20	Ea		
8110197	Pavt Mrkg, Thermopl, 6 inch Crosswalk	615	Ft		
8110214	Pavt Mrkg, Thermopl, 12 inch Crosswalk	136.6	Ft		
8110218	Pavt Mrkg, Thermopl, 24 inch, Stop Bar	300	Ft		
8110231	Pavt Mrkg, Waterborne, 4 inch, White	2,625	Ft		
8110232	Pavt Mrkg, Waterborne, 4 inch Yellow	19,595	Ft		
8117050	_Pavt Mrkg, Waterborne, Speedhump Marking	24	Ea		
8120245	Pavt Mrkg, Wet Relective, Type R, Tape, 4 inch, White, Temp	1,030	Ft		

8120246	Pavt Mrkg, Wet Reflective, Type R, Tape, 4 inch, Yellow, Temp	1,485	Ft		
8127050	_Vehicle Towing, Special	13	Ea		
8127051	_Traffic Maintenance and Control, Special	1	LSUM		
8150149	Acer rubrum, 2 inch	5	Ea		
8153012	Pyrus calleryana 'Bradford', 2 inch	5	Ea		
8167011	_Turf Establishment, Special	1,320	Syd		
8230431	Gate Box, Adj, Case 1	12	Ea		
8267050	_Mill and Chip around Drainage Structure	159	Ea		
8267050	_Mill and Chip around Drainage Structure, DPW	5	Ea		
8267050	_Mill and Chip around Monument box or Water Shutoff	32	Ea		
8507051	_Pavement Marking, Special, DPW	1	LSUM		
8507051	_Site Grading, DPW	1	LSUM		

TOTAL BASE BID \$ \_\_\_\_\_



**BID CONDITIONS**

It is expressly understood and agreed that the total base bid as reflected on the attached Bidding Schedule is the basis for establishing the amount of the bid security on this bid and that this total base bid is not to be construed a Lump Sum Bid. It is further understood that quantities in the Bidding Schedule for unit price items are approximate only, and that payment of a contract will be made only on the actual quantities or work completed in place, measured on the basis defined in the General Provisions, Contract Specifications or other Contract Documents.

The undersigned has carefully checked the attached Bidding Schedule against the Contract Drawings and Specifications and other Contract Documents before preparing this Bid and accepts the said quantities to be substantially correct, both as to classification and amount, and as correctly listing the complete work to be done in accordance with the Contract Drawings, Specifications and other Contract Documents.

**BID SECURITY**

Accompanying this bid is a \_\_\_\_\_ in the amount of five percent (5%) or \_\_\_\_\_ Dollars (\$\_\_\_\_\_). The total amount of bid security is based on the total base bid of this Bid.

**COMPLETION**

If awarded a contract under this Bid, the undersigned agrees to start work at the site **July 1, 2018**. The undersigned further agrees to complete the project by **October 31, 2018**.

**LIQUIDATED DAMAGES**

Liquidated damages of **\$1,300.00** per calendar day will be assessed for failure to meet any deadline, as noted in the Project Specifications.

**BIDDER'S SIGNATURE:** Complete the applicable paragraph below.

I certify, under penalty of perjury, that I have the legal authorization to bind the firm hereunder, and that our firm is not debarred from doing business under the Federal Excluded Parties List System (epls.gov).

I, the Contractor or Contractor's legally authorized signer, further certify compliance with the City of Battle Creek Ordinance Chapter 214, Discrimination Prohibited. I further acknowledge and agree that the Contractor's violation of Chapter 214 shall be a material breach of this contract. In addition, Contractor acknowledges and agrees that it shall be liable for any costs or expenses incurred by the City in obtaining from other sources, the work and services to be rendered or performed or the goods or properties to be furnished or delivered to the City under the contract as a result of a material breach in the Contract for violations of Chapter 214.

**(a) Corporation**

The bidder is a corporation organized and existing under the State of \_\_\_\_\_, which operates under the legal name of \_\_\_\_\_, and the full names of its officers are as follows:

President: \_\_\_\_\_

Secretary: \_\_\_\_\_

Treasurer: \_\_\_\_\_

Manager: \_\_\_\_\_

**(b) Co-Partnership**

The bidder is a co-partnership consisting of individual partners whose full names are as follows:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

**(c) Individual**

The bidder is an individual whose full name is \_\_\_\_\_ and, if operating under a trade name, said trade name is \_\_\_\_\_.

NAME: \_\_\_\_\_

ADDRESS: \_\_\_\_\_

CITY & STATE: \_\_\_\_\_

**THIS BID OFFERED BY:**

SIGNATURE: \_\_\_\_\_

NAME: \_\_\_\_\_

TITLE: \_\_\_\_\_

PHONE: \_\_\_\_\_

FAX: \_\_\_\_\_

EMAIL: \_\_\_\_\_

(SEAL)

Subscribed and sworn to before me this \_\_\_\_ day of \_\_\_\_\_, 2018.

\_\_\_\_\_  
Notary Public

County of \_\_\_\_\_

Commission Expires: \_\_\_\_\_

### **SECTION III - CONTRACTOR'S BID FORMS**

THESE FORMS MUST BE RETURNED WITH THE BID

#### **TABLE OF CONTENTS**

CONTRACTOR'S BID BOND

CORPORATION CERTIFICATE

SUBCONTRACTOR AND DBE FORM

STATEMENT OF EXPERIENCE OF BIDDERS

## CONTRACTOR'S BID BOND

KNOW ALL MEN BY THESE PRESENTS, That we, \_\_\_\_\_, (hereinafter called the "Principal"), and \_\_\_\_\_ (hereinafter called the "Principal"), and \_\_\_\_\_ hereinafter called the "Surety"), a corporation chartered and existing under the laws of the State of \_\_\_\_\_, with its principal offices in the City of \_\_\_\_\_ and authorized to do business in the State of Michigan, are held and firmly bound unto the City of Battle Creek (hereinafter called the "Owner"), in the full and just sum of \_\_\_\_\_ Dollars (\$ \_\_\_\_\_) good and lawful money of the United States of America, to be paid upon demand of the Owner, to which payment well and truly to be made, the Principal and Surety bind themselves, their heirs, executors, administrators, and assigns, jointly and severally and firmly by these presents.

WHEREAS, the Principal is about to submit, or has submitted to the Owner, a Bid for furnishing all labor, materials, equipment and incidentals necessary to complete this contract.

WHEREAS, the Principal desires to file this bond in accordance with law, in lieu of a certified bidder's check otherwise required to accompany this Bid.

NOW, THEREFORE: The conditions of this obligation are such that if the Bid be accepted, the Principal shall, within ten (10) days after the date of receipt of a written notice of award of contract, execute a contract in accordance with the Bid and upon the terms, conditions and price(s) set forth therein, of the form and manner required by the Owner, and execute a sufficient and satisfactory contract performance bond payable to the Owner, and in an amount of One Hundred Percent (100%) of the total contract price in the form and with security satisfactory to said Owner, then this obligation to be void; otherwise to be and remain in full force and virtue in law; and the Surety shall, upon failure of the Principal to comply with any or all of the foregoing requirements within the time specified above, immediately pay to the aforesaid Owner, upon demand, the amount hereof in good and lawful money of the United States of America, not as a penalty but as liquidated damages.

IN TESTIMONY THEREOF, the Principal and Surety have caused these presents to be duly signed and sealed this \_\_\_\_\_ day of \_\_\_\_\_, 2018.

\_\_\_\_\_  
Principal

By: \_\_\_\_\_  
(Seal)

\_\_\_\_\_  
Surety

By: \_\_\_\_\_  
(Seal)

Countersigned: \_\_\_\_\_

**CERTIFICATE TO BE EXECUTED**

**IF**

**CONTRACTOR IS A CORPORATION**

I, \_\_\_\_\_, certify that I am the \_\_\_\_\_ of the Corporation named as Contractor hereinabove; that \_\_\_\_\_ who signed the foregoing Agreement on behalf of the Contractor was then the \_\_\_\_\_ of said Corporation; that said Agreement was duly signed for and in behalf of said Corporation by authority of its governing body and is within the scope of its corporate powers.

\_\_\_\_\_  
(Corporate Seal)

## **SUBCONTRACTOR AND DBE FORM – submit with bid**

### **I. YOUR FIRM'S BACKGROUND:**

Is your firm an MBE (at least 51% minority ownership)? ☐ YES ☐ NO

Is your firm a WBE (at least 51% woman ownership)? ☐ YES ☐ NO

Are you subcontracting any part of this project? ☐ YES ☐ NO

### **II. SUBCONTRACTING INFORMATION:** If subcontracting any part of the project, the bidder/contractor expressly agrees that:

- (1) If awarded a contract as a result of this bid, the major subcontractors used in the prosecution of the work will be those listed below, and
- (2) The following list includes all subcontractors who will perform work representing approximately five percent (5%) or more of the Total Base Bid.
- (3) The Bidder represents that the subcontractors listed below are financially responsible and are qualified to do the work required.

SUBCONTRACTOR NAME	City/State	Trade or Commodity	MBE	WBE	Approximate dollar value
_____	_____	_____	Y / N	Y / N	\$ _____
_____	_____	_____	Y / N	Y / N	\$ _____
_____	_____	_____	Y / N	Y / N	\$ _____
_____	_____	_____	Y / N	Y / N	\$ _____
_____	_____	_____	Y / N	Y / N	\$ _____
_____	_____	_____	Y / N	Y / N	\$ _____
_____	_____	_____	Y / N	Y / N	\$ _____
_____	_____	_____	Y / N	Y / N	\$ _____

### **III. DBE RECRUITMENT ACTIVITY LOG:** List the MBE's and WBE's that were approached about being a subcontractor for this job, but who are NOT listed above as a subcontractor.

NAME OF FIRM APPROACHED, BUT NOT USED ON THIS PROJECT	City/State	Trade or Commodity	MBE	WBE	Reason not used on this project
_____	_____	_____	Y / N	Y / N	_____
_____	_____	_____	Y / N	Y / N	_____
_____	_____	_____	Y / N	Y / N	_____
_____	_____	_____	Y / N	Y / N	_____

**STATEMENT OF EXPERIENCE OF BIDDER**

The Bidder shall state below the work of similar magnitude or character that he has done, and shall give references that will enable the City of Battle Creek to judge his experience, skill and business standing and of his ability to conduct the work as completely and as rapidly as required under the terms of this contract.

**PROJECT AND LOCATION**

**REFERENCES (include name and phone number)**

(1)	<hr/> <hr/>
(2)	<hr/> <hr/>
(3)	<hr/> <hr/>
(4)	<hr/> <hr/>
(5)	<hr/> <hr/>
(6)	<hr/> <hr/>
(7)	<hr/> <hr/>
(8)	<hr/> <hr/>
(9)	<hr/> <hr/>

## **SECTION IV - CONTRACTOR'S CONTRACT FORMS**

THESE FORMS WILL BE REQUIRED FOR AWARD

CONTRACT FORM

PERFORMANCE BOND

LABOR AND MATERIAL BOND

**CONTRACT FORM**  
**CONTRACT NO. 2018-077B**  
**2018 REHABILITATION AND SIDEWALK PROGRAM**

THIS AGREEMENT, made and entered into this \_\_\_\_\_ day of \_\_\_\_\_, 2018, by and between \_\_\_\_\_ hereinafter called the "Contractor" and the City of Battle Creek, hereinafter called the "Owner."

WITNESSETH: In consideration for the mutual covenants hereinafter stated, the parties agree for themselves, their personal representatives, successors, assigns as follows:

**I. The Contractor promises and agrees:**

A. To furnish all materials, construction water, equipment, tools, dewatering devices, skill and labor of every description necessary or reasonable incidental to carrying forth and completing in good, firm, substantial and workmanlike manner, the work specified, in strict conformity with the true intent of the NOTICE TO BIDDERS, SPECIAL INSTRUCTIONS, GENERAL INSTRUCTIONS, BID, SPECIAL CONDITIONS, GENERAL CONDITIONS, AGREEMENT, BONDS, GENERAL SPECIFICATIONS, and Project Specifications, and other contract documents and addenda thereto, which are hereby made a part hereof as fully and to the same effect as though they had been set forth at length herein.

B. To commence work under this contract on or before a date to be specified by the owner in a written Notice to Proceed and complete the project by the date specified in Bid.

C. Requirements for a specific trade or contract will generally be described in that portion of the specifications or drawings related to that trade or contract. Such requirements may, however, be described in other sections of the Contract Documents. The Contractor will be held responsible for having carefully examined all drawings and read all requirements of the specifications and all Contract Documents to avoid omissions or duplications and to insure a complete job.

D. The Contractor must be fully informed about conditions relating to the construction of the project and the employment of labor thereon. Failure to do so will not relieve a successful bidder of his obligation to furnish all material and labor necessary to carry out the provisions of his contract.

E. Any claim by the Contractor of an inability to meet any requirement set forth in the Contract Documents, or that any requirement of these documents is impractical or unreasonable, will not be recognized, unless the claim was made at the time his Bid was submitted, and specific provision is made for such claim in the Agreement between Owner and Contractor (Bid and Agreement).

F. Warranty: Contractor shall remove and replace at no additional cost to the City any defects in workmanship or materials that may be apparent or may develop within a period of one (1) year from the date of final acceptance.

G. NON-DISCRIMINATION CLAUSE: The bidder agrees not to discriminate against any employee or applicant for employment, to be employed in the performance of such contract with respect to hire tenure, terms, conditions or privileges, of employment, or any matter directly or indirectly related to employment because of his or her actual or perceived race, color, religion, national origin, sex, age, height, weight, marital status, physical or mental disability, family status, sexual orientation, or gender identity. Breach of this covenant may be regarded as a material breach of the contract as provided for in Act 220 and Act 453 of the Public Acts of 1976, as amended, entitled "Michigan Handicapper's Civil Rights Act" and/or the "Michigan Elliott Larson Civil Rights Act" and/or City of Battle Creek Chapter 214 "Discrimination Prohibited" Ordinance. The bidder further agrees to require similar provisions from any subcontractors, or suppliers. The bidder agrees to comply with the Executive Order 11246 of September 24, 1965, entitled "Equal Employment Opportunity," as amended by Executive Order 11375 of October 13, 1967, as supplemented in Department of Labor regulations (41 CFR, Chapter 60).

**II. The Owner promises and agrees:**

A. To pay the Contractor for said work when completed in accordance with the provisions of these contract documents, and for the contract sum of:



dollars (\$ \_\_\_\_\_).

Payment for work is subject to additions provided therein and for the authorized work complete in place and accepted by the Owner or its authorized representatives.

III. It is further understood and agreed between the parties hereto as follows:

A. The said work is to be done in accordance with the laws of the State of Michigan to the entire satisfaction and approval of the Owner or its duly authorized representatives.

B. The decision of said Owner's authorized representative upon any questions connected with the execution of this Agreement or any failure or delay in the prosecution of the work by said Contractor shall be final and conclusive.

C. If, at any time after the execution of the Agreement and the Bond for its faithful performance, the Owner shall deem the surety or sureties then upon said bond to be unsatisfactory or, if, for any reason said bond shall cease to be adequate security for the performance of the work, the Contractor shall, at his expense, within fifteen (15) calendar days after receipt of written notice from the Owner to do so, furnish an additional bond or bonds in such form and amount and with such surety or sureties as shall be satisfactory to the Owner. In such event, no further payment to the Contractor shall be deemed to be due under this Agreement until such new or additional security for the faithful performance of the work shall be furnished in a manner and form satisfactory to the Owner.

D. VENUE: Any party bringing a legal action or proceeding against any other party arising out of or relating to this Agreement or the transactions it contemplates shall bring the legal action or proceeding:

(i) in the United States District Court for the Western District of Michigan; or

(ii) in any court of the State of Michigan sitting in Calhoun County, if there is no federal subject matter jurisdiction.

E. GOVERNING LAW: This agreement shall be enforced under the laws of the State of Michigan. Contractor must comply with all applicable federal, state, county, and City laws, ordinances, and regulations. Contractor shall ensure payment of all taxes, licenses, permits, and other expenses of any nature associated with the provision of services herein. Contractor shall maintain in current status all Federal, State and Local licenses and permits required for the operation of the business conducted by the Contractor.

IN WITNESS WHEREOF, the said parties have hereunto set their hands and affixed their seals, the day and year first above written.

STATE OF MICHIGAN)

) ss

COUNTY OF CALHOUN)

SIGNED, SEALED, AND  
EXECUTED BY CONTRACTOR:

**I certify, under penalty of perjury, that I have the legal authorization to bind the firm hereunder, and that our firm is not debarred from doing business under the Federal Excluded Parties List System (epls.gov):**

By: \_\_\_\_\_

Title: \_\_\_\_\_

SIGNED, SEALED, & EXECUTED  
BY CITY OF BATTLE CREEK

In the Presence of:

\_\_\_\_\_

Notary Public

CONTRACT FORM APPROVED BY:

City Attorney

City Manager

## **PERFORMANCE BOND**

KNOW ALL MEN BY THESE PRESENTS, that \_\_\_\_\_, as Principal, and \_\_\_\_\_, as Surety, are held and firmly bound unto the City of Battle Creek in the full and just sum of \_\_\_\_\_ Dollars (\$\_\_\_\_\_) lawful money of the United States of America for the payment of which sum of money well and truly to be made, we bind ourselves, heirs, executors, administrators, successors and assigns, jointly and severally, firmly by these presents.

WHEREAS, the Principal has entered into a certain written contract dated the \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_ for the \_\_\_\_\_ complete, as described in the foregoing Bid and Agreement.

NOW THE CONDITIONS OF THIS OBLIGATION ARE SUCH, that if the said Principal shall in all respects well and truly keep and perform the said contract, and shall pay all sums of money due or to become due, for any labor, materials, apparatus, fixtures or equipment furnished for the purpose of constructing the work provided in said contract, and shall defend, indemnify and save harmless said City of Battle Creek against any liens, encumbrances, damages, claims, demands, expenses, costs and charges of every kind except as otherwise provided in said specifications and other Contract Documents arising out of or in relation to the performance of said work and the provisions of said contract, and shall remove and replace any defects in workmanship or materials which may be apparent or may develop within a period of one (1) year from the date of final acceptance, then this obligation shall be null and void; otherwise it shall remain in full force and effect.

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

IN WITNESS WHEREOF, we have hereunto set our hands and seals this \_\_\_\_\_ day of \_\_\_\_\_, 2018.

### **PRINCIPAL ATTEST:**

\_\_\_\_\_  
Principal Business Name

\_\_\_\_\_  
Principal Secretary Signature & Seal

\_\_\_\_\_  
Address

\_\_\_\_\_  
Principal Secretary Printed Name

\_\_\_\_\_  
City, State, Zip

\_\_\_\_\_  
Witness of Principal

### **SURETY ATTEST:**

\_\_\_\_\_  
Surety Business Name

BY: \_\_\_\_\_  
Attorney-in-Fact Signature & Seal

\_\_\_\_\_  
Address

\_\_\_\_\_  
Attorney-in-Fact Printed Name

\_\_\_\_\_  
City, State, Zip

## **LABOR AND MATERIALS BOND**

KNOW ALL MEN BY THESE PRESENT, that we, the undersigned, \_\_\_\_\_, hereinafter called the "Principal," and \_\_\_\_\_, a corporation organized and existing under the laws of the State of \_\_\_\_\_, having its principal office at \_\_\_\_\_, hereinafter called the "Surety," are held and firmly bound unto the City of Battle Creek, hereinafter called the "Owner," for use of any and every person, co-partnership, association or corporation interested in the full and just sum of \_\_\_\_\_ Dollars (\$ \_\_\_\_\_), lawful money of the United States of America, to be paid to the said obligees or its or their assigns, to which payment well and truly to be made we bind ourselves, our heirs, executors, administrators, successors and assigns, jointly and severally, firmly by these presents. Sealed with our respective seals and dated this \_\_\_\_ day of \_\_\_\_\_, 2018.

WHEREAS, the above bounded \_\_\_\_\_, Principal, has entered into a contract with the City of Battle Creek.

Dated the \_\_\_\_ day of \_\_\_\_\_, 2018, for the \_\_\_\_\_.

NOW, THEREFORE, THE CONDITION OF THIS CONDITION IS SUCH, that if the above bounded Principal shall and will promptly pay or cause to be paid all sums of money which may be due any person, co-partnership, association or corporation for all material furnished and labor supplied or performed in the prosecution of the work, whether or not the said material or labor enter into and become component parts of the work or improvement contemplated, then this obligation to be void; otherwise to remain in full force and effect.

The Principal and Surety further jointly and severally agree with the obligee herein that every person, co-partnership, association or corporation who, whether as subcontractor or otherwise, has furnished material or supplied or performed labor in the prosecution of the work as above provided and who has not been paid therefore may sue in assumption on this bond in the name of the Owner for his, their, or its use, prosecute the same to final judgment for such sum or sums as may be justly due him, them, or it, and have execution thereon, provided, however, that the Owner shall not be liable for payment of any costs or expenses of any such suit.

IT IS FURTHER AGREED, that any alterations which may be made in the terms of the contract or in the work to be done or materials to be furnished or labor to be supplied or performed under it or the giving by the Owner or any extension of time for the performance of the contract or any other forbearance on the part of either the Owner or the Principal to the other, shall not in any way release the Principal and Surety or Sureties or either or any of them their heirs, executors, administrators, successors or assigns, from their liability hereunder, notice to the Surety or Sureties of any such alteration, extension or forbearance being hereby waived.

IN WITNESS WHEREOF, the said Principal and Surety have duly executed this bond under the seal and day and year first above written.

ATTEST:

\_\_\_\_\_  
Principal

BY: \_\_\_\_\_

\_\_\_\_\_  
(Seal)

\_\_\_\_\_  
Surety

ATTEST

BY: \_\_\_\_\_  
Attorney-in-Fact

\_\_\_\_\_  
(SEAL)

## **SECTION V - SPECIAL CONDITIONS**

1. Supplementary Definitions: The following additional definitions supplement the definitions included in the General Contract Specifications BC 19-08, Paragraph I-1 of the General Conditions of Contract:

(a) "Owner" or "City of Battle Creek" or "City" shall mean the City of Battle Creek, MI, acting through the City Commission or any other board official, or officials to which or whom the power belonging to the Commission shall, by virtue of any act or acts thereafter passed are held to appertain.

(b) "Engineer" shall mean the City Engineer, or other persons designated by the City acting directly or through authorized agents.

(c) "Contract Drawings" The drawings applicable to the work to be performed under this contract and that are referred to in this documents as the plans or as the contract drawings.

## SECTION VI - SPECIAL PROVISIONS

ELECTRONIC DOCUMENTS .....	22
LEGAL RELATIONS AND RESPONSIBILITY TO THE PUBLIC .....	23
MDOT SPECIFICATION .....	24
STORM WATER REQUIEIMENTS .....	25
UTILITY COORDINATION .....	27
DEPARTMENT OF PUBLIC WORKS CONSTRUCTION .....	28
COORDINATION CLAUSE .....	29
PROGRESS CLAUSE.....	30
ECHELON PAVING .....	32
TRAFFIC MAINTENANCE AND CONTROL, SPECIAL .....	33
TURF ESTABLISHMENT, SPECIAL .....	34
MILL AROUND STRUCTURES .....	35
HMA APPLICATION RATES .....	36
DRYWELL .....	37
VEHICLE TOWING .....	38
RESURFACING STREETS LIST .....	39

## **ELECTRONIC DOCUMENTS**

cef/City of Battle Creek

March 2018

### **DESCRIPTION**

This project will utilize electronic distribution of plans and specifications. In order to distribute information about the project and any addendums, the bidder is required to contact the City of Battle Creek's Office of the Purchasing Agent to be added to the official bidder list at 269.966.3390.

## **LEGAL RELATIONS AND RESPONSIBILITY TO THE PUBLIC**

krt/City of Battle Creek

August, 2006

### **DESCRIPTION**

Before every construction operation that will substantially affect area residents and businesses adjacent to the project site, (such as driveway closures, mailbox relocation, etc.) the contractor will notify those residents and businesses affected.

Notification will be by door hanger notices. The City will provide preprinted door hanger material to carry the Contractor's message. The responsibility for filling out the door hangers and distributing them will be the Contractor's. Payment for this work will not be paid for separately, but payment will be considered as having been included in the contract unit prices bid for other contract items.

## MDOT SPECIFICATION

All work completed within The City of Battle Creek shall be done in accordance with the *2012 Standard Specifications for Construction* of the Michigan Department of Transportation and the following Special Provisions and Supplemental Specifications as included herein. The *2012 Standard Specifications for Construction* of the Michigan Department of Transportation shall govern all technical specifications of this contract.



## **STORM WATER REQUIREMENTS**

The City of Battle Creek has a storm sewer system that is separate from its sanitary system. Storm water from the city's system drains directly to local waterways without typically being cleaned. The City of Battle Creek is subject to the requirements of the Phase II Storm Water Regulations (the "Phase II Regulations"), 33 USC 1251, et seq., published by the United States Environmental Protection Agency ("EPA") in the Federal Register on December 8, 1999. One of the requirements is to ensure that contractors performing work for the city be trained in illicit discharges and pollution prevention and good housekeeping. The following are the items each employee performing work for the City of Battle Creek must be trained on by his/her employer prior to work commencing.

### **a. General Requirements**

- Block or add best management practices to storm drains in all construction or project areas prior to any work commencing.
- A Soil Erosion and Sedimentation Control (SESC) permit is required for all sites within 500 feet of a lake, stream, or county drain; or if a site disturbs more than one acre of land. Any sedimentation and erosion control practices shall be well defined and all expectations should be clarified in all projects.
- Clean or rinse all equipment in areas with a secure rinse pad or where wash water will not run off into storm drains or surface waters.
- Inspect equipment daily and repair any leaks. Use drip pans or absorbent materials to contain leaks until repairs are made.
- Implement spill control and clean-up practices for leaks and spills from fueling, oil, or use of hazardous materials. Never allow a spill to enter the storm drain system.
- Use the least hazardous material available for all projects. When the use of hazardous materials is necessary, ensure proper use, storage, and disposal of these materials.
- Protect and maintain as much natural vegetation as possible during the project by phasing the project.
- Properly dispose of all debris and excavated soil material – do not place near storm drains, rivers, streams, wetlands, or any environmentally sensitive areas.
- Minimize water use and control all storm water discharge where possible.
- Schedule activities for dry weather.

### **b. Illicit Discharges – all illicit discharges and illicit connections**

- Illicit discharges means any discharge to, or seepage into, a separate storm sewer that is not composed entirely of storm water or uncontaminated groundwater. Illicit discharges include non-storm water discharges through pipes or other physical connections; the dumping of motor vehicle fluids, household hazardous wastes, domestic animal wastes, or leaf litter; the collection and intentional dumping of grass clippings or leaf litter; or unauthorized discharges of sewage, industrial waste, restaurant wastes, or any other non-storm water waste directly into a separate storm sewer.
- Illicit connection means a physical connection to the MS4 that 1) primarily conveys illicit discharges into the MS4, or 2) is not authorized or permitted by the local authority.

**c. Bridge and Stream Crossing**

- Use suspended netting or tarps to capture paint, rust, paint-removing agents, or other materials to prevent discharge of materials to surface waters.
- Properly manage concrete slurry produced from diamond grinding, concrete sawing, or drilling activities using as little water as possible. Cover storm drains completely with filter fabric or plastic during the activity and contain the slurry using straw bales, sandbags, or gravel dams around the storm drains. Slurry management for diamond grinding can often be handled on site, such as reusing the solids from the grinding process while the water is infiltrated in the road right-of-way. For sawing and drilling activities, prevent wastewater from entering storm drains and surface by directing it to vegetated areas or vacuuming it for proper disposal.
- Do not use coal tar emulsions to seal asphalt surfaces

**d. Managing Vegetated Properties**

- Sweep grass clippings and leaves onto turf areas. Do not allow clippings or leaves to go into the City's municipal separate storm sewer system (MS4).
- The Manufactured Fertilizer Ordinance, Ordinance 13-07 – Chapter 650, must be adhered to should any project properties be fertilized.

## UTILITY COORDINATION

1 of 1

The contractor shall cooperate and coordinate construction activities with the owners of utilities as stated in Section 104.07 of the 2012 MDOT Standard Specifications for Construction. In addition, for the protection of underground utilities, the contractor shall follow the requirements in Section 107.12 of the 2012 MDOT Standard Specifications for Construction. Contractor delay claims, resulting from a utility, will be determined based upon Section 109.03 of the 2012 MDOT Standard Specifications for Construction.

### PUBLIC UTILITIES

The "Miss Dig" alert number is 800-482-7171. The following Public Utilities have facilities located within the Right-of-Way:

AMERITECH / SBC  
(telephone)  
2919 Millcork  
Kalamazoo, MI 49001  
269-384-4490  
JEFF SAYLOR

CONSUMER ENERGY CO.  
(electric)  
311 E. Michigan Ave.  
Battle Creek, MI 49017  
269-969-8595  
MATTHEW KOEPKE

SEMCO ENERGY  
(gas)  
15851 Helmer Road  
Battle Creek, MI 49015  
269-420-7458  
JULIE CONANT

COMCAST  
(cable TV)  
350 N. 22nd St.  
Battle Creek, MI 49015  
269-788-1150  
JOE SCHOPT

CITY OF BATTLE CREEK  
(Water Division)  
150 S. Kendall St.  
Battle Creek, MI 49015  
269-966-3496  
MATTHEW MILLER

CITY OF BATTLE CREEK  
(Sewer Division)  
2000 W. River Rd.  
Battle Creek, MI 49017  
269-966-3513  
BRYAN CRAWFORD

CITY OF BATTLE CREEK  
(Signs and Signals Division)  
150 S. Kendall St.  
Battle Creek, MI 49015  
269-966-3527  
JAMES TOBIAS

The owners of the existing service facilities that are within the grading or structure limits will move them, as shown on plans, to locations designated by the Engineer or will move them entirely from the Right-of-Way. Owners of Public Utilities will not be required by the City to move additional poles or structure in order to facilitate the operation of construction equipment unless it is determined by the Engineer that such poles or structures constitute a hazard to the public or are extraordinarily dangerous to the Contractor's operations.

Krt/1-22-18

## DEPARTMENT OF PUBLIC WORKS CONSTRUCTION

esc/City of Battle Creek

April 2018

### **DESCRIPTION**

All pay items on the bid tabulation sheet that mention "DPW" in the description shall be designated exclusively for work conducted at The Department of Public Works, unless directed otherwise by the engineer. All other items listed in the bid tabulation may be used for construction at The Department of Public Works as directed by the engineer.

## COORDINATION CLAUSE

The contractor shall cooperate and coordinate all construction activities with the owner's maintenance crews and other contractors working in the project area as per Section 104.08 of the 2012 MDOT Standard Specifications for Construction. Contractor delay claims, resulting from coordination with the owner's maintenance crews or other contractors, will be determined based upon Section 109.05 of the 2012 MDOT Standard Specifications for Construction.

The following projects are known at this time:

Project Description	Job Number	Start Date	Completion Date
1. MDOT Helmer Rd Resurfacing from Columbia to Gethings	130178	08-01-18	09-15-18

It is the responsibility of the contractor to coordinate with the owners' maintenance crews and other contractors even if not listed above.

## PROGRESS CLAUSE

**Contract ID 2018-077B**

**PROGRESS CLAUSE:** Submit a complete, detailed and signed Progress Schedule, to the Engineer within seven (7) calendar days of confirmation of low bid by the department. The engineer for this project is as follows:

Eric Campbell  
City of Battle Creek  
150 S. Kendall Street  
Battle Creek MI, 49037  
[escampbell@battlecreekmi.gov](mailto:escampbell@battlecreekmi.gov)

The progress schedule submittal must include, as a minimum, the controlling work items for the completion of the project and the planned dates that the work items will be the controlling operations. All contract dates including project start, project completion, interim completion and any other controlling dates in the contract must be included in the project schedule.

After receiving Notice of Award, start work on the date agreed upon with the Engineer, which date must be no earlier than **July 1, 2018**. In no case, may any work be commenced prior to receipt of formal notice of award by the department.

No work prior to the summer recess will be allowed on roads that contain a school. The Contractor shall notify all residences and businesses affected by the treatment within one day in advance by door hangers and other means as deemed necessary by the Engineer. Door hangers will be supplied by the City of Battle Creek with the Contractor to complete the date and time of treatment. The Contractor shall notify the Engineer when the first day of construction is planned no less than 72 hours prior to the start of the work. Following this correspondence, the Engineer will issue a press release providing general notification to all of the city's residents of the planned work. No work shall be performed prior to the issuance of this press release.

The entire project must be completed on or before the final project completion date of **October 31, 2018**.

Failure by the Contractor to meet interim, final and/or any other stage completion dates will result in the assessment of liquidated damages in accordance with subsection 108.10.C of the Standard Specifications of Construction. Liquidated damages will be assessed separately, simultaneously, and concurrently for failure to meet interim, final, and any stage completion dates. Liquidated damages will continue to be assessed for each calendar day that the work associated with the interim, final and/or any stage completion dates remains incomplete, even if these days extend beyond the normal seasonal shut down date specified in the Standard Specifications for Construction, unless approved otherwise by Engineer.

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

## **PROGRESS CLAUSE**

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

The Contractor may be required to meet with department representatives for a post-construction review meeting, as directed by the Engineer. The Engineer will schedule the meeting.

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

esc

04/02/2018

## ECHELON PAVING

MET:MAS

1 of 1

C&T:APPR:CJB:JWB:03-08-12

**a. Description.** This work consists of constructing a longitudinal construction joint by echelon paving where designated on the plans. All work must be done in accordance with the standard specifications, except as modified herein.

**b. Materials.** None specified.

**c. Construction.** The longitudinal construction joint must be formed by two pavers operating in echelon. The distance between the two pavers must be no more than 300 feet. The screed of the rear paver will be set to match the grade or thickness of the unrolled edge of the first mat placed. No raking will be allowed to match thicknesses. The rollers compacting the mix behind the lead paver is to stay 6 inches away from the free edge of the mat on the side toward the second paver. Once the mix from the second paver is placed against the uncompacted edge of the mix from the first paver, the rollers compacting the second lane will be employed to compact the mix on both sides of the joint. At the end of the day the paved mat from the two pavers must end at the same point.

**d. Measurement and Payment.** Separate payment will not be made for echelon paving. The cost of this work will be included in the prices bid for other items of work.



## TRAFFIC MAINTENANCE AND CONTROL, SPECIAL

1 of 1

ESC/City of BC  
January, 2017

### a. Description

Maintaining traffic shall be in accordance with Section 812 of the 2012 Michigan Department of Transportation Standard Specifications for Construction and these Special Provisions. All traffic control shall conform to the 2011 edition of the Michigan Manual of Uniform Traffic Control Devices (MMUTCD).

Payment for traffic control devices will be made based on a lump sum for the entire contract.. At a minimum, the Contractor will be required to provide barricades, plastic drums, and signage per the MMUTCD along with any necessary traffic regulators (equipped to communicate with each other) at the front, end, and at any intersecting street of the lane being treated. Damage from vehicular traffic to newly treated road shall be the Contractor's responsibility.

Contractor is responsible for maintaining traffic at all times while work is being performed. Access to residences and businesses affected by the treatment may be closed for no more than two hour (as explained in the notification) to allow treatment cure time to be completed. Access to emergency vehicles will be maintained at all times..

### b. Payment

All work for Traffic Maintenance and Control shall be paid as a lump sum price, regardless of the number and type of traffic control devices used, per the following contract items (pay items):

<u>Pay Item</u>	<u>Pay Unit</u>
Traffic Maintenance and Control, Special .....	LSUM

Items included in Traffic Maintenance and Control, Special may include but are not limited to the following:

- Lighted Arrow, Type C, Furn
- Lighted Arrow, Type C, Oper
- Minor Traf Devices
- Plastic Drum, High Intensity, Furn
- Plastic Drum, High Intensity, Oper
- Sign, Type B, Temp, Prismatic, Furn
- Sign, Type B, Temp, Prismatic, Oper
- Traf Regulator Control

## TURF ESTABLISHMENT, SPECIAL

ESC/City of BC

December, 2016

### **a. Description**

Turf Establishment, Special shall be per Section 816 of the 2012 Standard Specifications for Construction and will include placement of 3 inches topsoil, Chemical Fertilizer listed in section 917 in the 2012 *Michigan Department of Transportation Standard Specifications for Construction*, Seeding Mixture TUF, Mulch (straw), and Anchoring Mulch at the specified rates.

The contractor shall grade all disturbed areas around new sidewalk within 48 hours of placement of same. The salvaged topsoil material shall be free of rock and wood debris. Visible rocks, roots, branches, and other debris will be removed by the Contractor and considered included with this item. When salvaged topsoil is not suitable or there is not a sufficient amount for establishment, it is the contractor's responsibility to bring screened-topsoil as part of the pay-item.

Payment for watering turf will be not be paid separately, but considered included and necessary in this item to establish the turf once the seed has germinated.

A one-year period of establishment commencing at the completion of the initial planting season will be required for all grass. A growing season is defined as the months of June, July and August. All grass shall be in a healthy growing condition at the start of the establishment period. The Engineer will inspect the grass at the end of the first growing season to determine if grass is unacceptable. Unacceptable grass is defined as being dead, missing, unhealthy, or otherwise unsatisfactory at the time of inspection, or grass that was not planted in conformance with these specifications. At the contractor's cost, replacement grass shall be replanted after September 15 following the initial growing season or prior to May 10 of the following spring planting season. This replacement grass shall remain the responsibility of the general contractor of the original contract with no additional payment.

The Contractor will also be responsible for preparing the topsoil a second time prior to the re-establishment of grass following the initial growing season in any unacceptable areas. This will include complete removal of weeds, raking and leveling the prepared soil along with the removal of any rocks or roots.

### **b. Measurement and payment**

Turf establishment will be paid up to 2 Ft on either side of sidewalk unless agreed upon by the engineer. All work to prepare and place topsoil for the establishment of turf shall be paid at the appropriate contract unit prices for the following contract items (pay items):

#### **Pay Item**

#### **Pay Unit**

Turf Establishment, Special .....Syd

## MILL AROUND STRUCTURES

1 of 1

Krt/City of Battle Creek

November, 2011

- a. **Description** – This work will be used on streets where the depth of cold-milling equals the thickness of the HMA overlay and the structure matches the existing pavement grade. The work shall be in accordance with section 403 of the 2012 MDOT Standard Specifications for Construction.
- b. **Construction** – Drainage structure covers, monument boxes and water shutoffs will remain in place and the cold mill machine will mill around structures. The Contractor shall chip out the remaining asphalt surface around manhole covers and boxes instead of adjusting them. Jack hammering or other approved methods shall be used to chip out the remaining asphalt to the cold mill depth. The Contractor shall replace, at no cost to the owner, any damaged structure covers due to milling or chipping operations.
- c. **Measurement and payment** - The Contractor shall be paid at the contract unit price for each manhole cover, gate valve box, and monument box that is milled and chipped around. The price shall be paid in full for furnishing all necessary labor, equipment and materials.

**Pay Item**

**Pay Unit**

Mill /Chip Dr Structure / Water Box

Each

## HMA APPLICATION RATES

1 OF 1

esc/City of Battle Creek

March, 2018

### **DESCRIPTION**

This work shall be done in accordance with the requirements of Division 5 of the MDOT 2012 Standard Specifications for Construction except as herein specified.

### **MATERIALS**

Denso Rd and Stanley Dr shall receive a wearing course of **HMA, 4E3**, shall have a yield of 220 pounds per square yard, and placed in lifts with a maximum thickness of **2.0 inches**. The Performance Grade shall be **PG 58-28**. The air voids for HMA, 4E3 shall be **3.5%**.

All other streets to be resurfaced shall receive a wearing course of **HMA, 36A**, shall have a yield of 165 pounds per square yard, and placed in lifts with a maximum thickness of **1.5 inches**. The Performance Grade shall be **PG 58-28**. The air voids for HMA, 36A shall be **3.5%**.

Department of Public Works parking lot shall receive a base course of **HMA, 3C**, shall have a yield of 220 pounds per square yard, and placed in lifts with a maximum thickness of **2.0 inches**. The Performance grade shall be **PG 58-28**. Department of Public works parking lot shall receive a leveling course of **HMA, 3C**, shall have a yield of 220 pounds per square yard, and placed in lifts with a maximum thickness of **2.0 inches**. The Performance Grade shall be **PG-58-28**. The air voids for HMA, 3C shall be **3.5%**.

Department of Public Works parking lot shall receive a wearing course of HMA, 13A, shall have a yield of 220 pounds per square yard, and placed in lifts with a maximum thickness of **2.0 inches**. The Performance Grade shall be **PG-58-28**. The air voids for HMA, 13A shall be **3.5%**.

### **MEASUREMENT AND PAYMENT**

Measurement and Payment shall be at the contract unit price per ton.

## DRYWELL

1 of 1

krt/City of Battle Creek

Jan. 2002

### **DESCRIPTION**

This item shall consist of placing a precast drywell at a diameter specified in the pay item and on the plans. Drywells shall have at least four vertical feet of structure with 3-inch diameter holes placed at 12-inch intervals on center both vertically and horizontally. Drywells shall include two feet of stone with geotextile wrap around the sides of the structure. Drywells shall include a 10" concrete base with a two-foot diameter hole over a foot of stone. Structure heights and pipe openings shall be constructed per plan details.

Stone shall be washed stone meeting the requirements for MDOT 6A aggregate. Geotextile blankets shall meet MDOT 2012 Standard Specifications for Construction Section 910 requirements for trench linings.

Covers for drywells shall be MDOT Type G and will be paid separately.

Drywells over four feet deep as called out on plans will **not** be paid an additional depth.

### **MEASUREMENT AND PAYMENT**

The completed work as measured will be paid for at the contract unit price for the following contract items (pay items). The price shall be payment in full for furnishing all necessary labor, equipment and materials.

<b><u>Pay Item</u></b>	<b><u>Pay Unit</u></b>
Drywell, _ inch dia	Each

## VEHICLE TOWING

ESC/CEF

1 of 1

1/18/2018

**a. Description.** Provide towing of vehicles located within the project limits

**b. Construction.** Secure the services of towing company located in proximity of the project limits. The towing company must provide 24-hour service. Exclusive of traffic accidents (which are the responsibility of responding law enforcement agencies), the Contractor, local law enforcement agencies, and City of Battle Creek personnel are authorized to call the towing company to remove vehicles from the project limits once it is determined that the owner has been given proper notice and all available options have been exhausted to have the vehicle removed by the owner.

Provide all parties authorized to summon the towing company with the name, address, and telephone number of the towing company at the preconstruction meeting.

If called, the towing company will respond promptly to tow the vehicle from the point where it is parked to an approved location outside of the project limits. Approved locations may include but are not limited to: vehicle owners' driveway, side street, towing companies' storage lot if no suitable location is available near the project exit. The towing company shall produce a form and issue a copy to the owner of the vehicle, if known, the contractor, and City personnel on site.

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

Pay Item	Pay Unit
Vehicle Towing, Special .....	Each

## RESURFACING STREETS LIST

STREET NAME	LIMITS
BGLIN CT	VINEYARD AVE-E GOODALE AVE
BLENKEN CT	PARKWAY DR-HOWLAND ST
BROADWAY BLVD	KELLOGG ST-W MICHIGAN AVE
CARLYLE ST	W MICHIGAN AVE-W JACKSON ST
CASCADE DR	CAPITAL AVE SW-CASCADE CT
CEDAR AVE N	W SPAULDING AVE-W MICHIGAN AVE
DENSO RD	HILL BRADY RD-FRITZ KEIPER BLVD
DENSO RD	FRITZ KEIPER BLVD-M-96/W DICKMAN RD
HELEN M MONTGOMERY AVE	HUBBARD ST- WOOD ST
HELEN M MONTGOMERY AVE	WOOD ST-N KENDALL ST
HOWLAND ST	PARKWAY DR-W ROOSEVELT AVE
HUDSON AVE	HELEN M MONTGOMERY AVE-E NORTHSIDE DR
MASON AVE N	KELLOGG ST-W MICHIGAN AVE
SIGEL AVE	KELLOGG ST-W MICHIGAN AVE
SPAULDING AVE W	N BEDFORD RD-N MASON AVE
STANLEY DR	HILL BRADY RD-WEST END
VINEYARD AVE	N KENDALL ST-N WASHINGTON AVE
WOODLAWN AVE N	KELLOGG ST-W MICHIGAN AVE
BIRCH LN	BRUNSWICK DR-CHALMERS DR
BLACKHAWK DR	S 24TH ST-WEST END
BRUNSWICK DR	LOYD DR-NORTH END
BUICK DR	BLACK CHERRY LN-HUPP RD
CHALMERS DR	GETTINGS RD-BUICK DR
LINCOLNWOOD DR	CHALMERS DR-NORTH END
LOYD DR	S HELMER RD-SHERWOOD DR
MERRILL DR	S 24TH ST-LINCOLNWOOD DR
SHERWOOD DR	ENTIRE LENGTH

## SECTION VII – PREVAILING WAGES

General Decision Number: MI180001 03/16/2018 MI1

3 03/16/2018

Superseded General Decision Number: MI20170001

CARP0004-004 06/01/2016

State: Michigan

REMAINDER OF STATE

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

Rates Fringes

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

CARP0004-005 06/01/2016

Counties: Michigan Statewide.

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

Note: Under Executive Order (EO) 13658, an hourly minimum wage of \$10.35 for calendar year 2018 applies to all contracts subject to the Davis-Bacon Act for which the contract is

Rates Fringes

awarded (and any solicitation was issued) on or after January 1, 2015. If this contract is covered by the EO, the contractor

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

must pay all workers in any classification listed on this wage

ELEC0017-005 06/05/2017

determination at least \$10.35 per hour (or the applicable wage

STATEWIDE

rate listed on this wage determination, if it is higher) for

Rates Fringes

all hours spent performing on the contract in calendar year

Line Construction

2018. The EO minimum wage rate will be adjusted annually.

Groundman/Driver.....\$ 28.16 6.10+28.5%

Please note that this EO applies to the above-mentioned types

Journeyman Signal Tech,

Communications Tech, Tower

Tech & Fiber Optic Splicers.\$ 38.38

of contracts entered into by the federal government that are

6.10+28.5%

Journeyman Specialist.....\$ 44.14 6.10+28.5%

subject to the Davis-Bacon Act itself, but it does not apply to

Operator A.....\$ 32.45 6.10+28.5%

contracts subject only to the Davis-Bacon Related Acts,

Operator B.....\$ 30.30 6.10+28.5%

including those set forth at 29 CFR 5.1(a)(2)-(60). Additional

Classifications

information on contractor requirements and worker protections

Journeyman Specialist: Refers to a crew of only one person

under the EO is available at

working alone.

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

Excavator, Directional Bore and Boom/Digger truck.

Operator B: Shall be proficient in operating any 2 of the

Modification Number Publication Date

0 01/05/2018

1 02/09/2018

2 02/23/2018



ENGI0324-003 06/01/2017

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

Rates      Fringes

OPERATOR: Power Equipment  
(Steel Erection)

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

FOOTNOTE:

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

POWER                  EQUIPMENT                  OPERATOR  
CLASSIFICATIONS

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

GROUP 16: Forklift and 1 drum hoist

GROUP 17: Compressor or welder operator

GROUP 18: Oiler

-----  
ENGI0324-004 06/01/2017

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

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

Hoist, Straddle Wagon, Mechanic, Grader and Hydro  
Excavator.

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

GROUP 5: Air Compressor, Welder, Generators,  
Conveyors

GROUP 6: Oiler and fire tender

-----  
ENGI0324-005 09/01/2017

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

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

Rates Fringes

OPERATOR: Power Equipment  
(Steel Erection)

AREA 1

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

AREA 2

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

FOOTNOTES:

Crane operator with main boom and jib 300' or  
longer: \$1.50

additional to the group 1 rate. Crane operator with  
main

boom and jib 400' or longer: \$3.00 additional to the  
group

1 rate.

PAID HOLIDAYS: New Year's Day, Memorial Day,  
Fourth of July,

Labor Day, Thanksgiving Day and Christmas Day.

POWER EQUIPMENT OPERATOR  
CLASSIFICATIONS:

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

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

GROUP 3: Regular Equipment Operator, Crane,  
Dozer, Loader,

Rates Fringes

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

AREA 1:

GROUP 1.....	\$ 32.03	23.35
GROUP 2.....	\$ 27.30	23.35
GROUP 3.....	\$ 26.57	23.35
GROUP 4.....	\$ 26.00	23.35

AREA 2:

GROUP 1.....	\$ 30.32	23.35
GROUP 2.....	\$ 25.43	23.35
GROUP 3.....	\$ 24.93	23.35

GROUP 4.....\$ 24.65 23.35

POWER EQUIPMENT OPERATOR  
CLASSIFICATIONS

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

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

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

GROUP 4: Boiler; Concrete saw (40 hp or over); Curing machine (self-propelled); Farm tractor (with attachment); Finishing

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

-----  
ENGI0324-006 06/01/2017

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

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

Rates Fringes

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

AREA 1  
GROUP 1.....\$ 32.16 23.35  
GROUP 2.....\$ 25.43 23.35  
GROUP 3.....\$ 26.73 23.35  
GROUP 4.....\$ 24.87 23.35  
GROUP 5.....\$ 24.70 23.35  
AREA 2

GROUP 1.....	\$ 32.16	23.35
GROUP 2.....	\$ 25.28	23.35
GROUP 3.....	\$ 26.58	23.35
GROUP 4.....	\$ 24.72	23.35
GROUP 5.....	\$ 24.40	23.35

POWER EQUIPMENT OPERATOR  
CLASSIFICATIONS

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

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

GROUP 3: Grease Truck

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

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

-----  
ENG10324-007 05/01/2017

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

Rates Fringes

OPERATOR: Power Equipment  
(Steel Erection)

Compressor, welder and forklift.....	\$ 25.71	23.05
Crane operator, main boom & jib 120' or longer.....	\$ 29.46	23.05
Crane operator, main boom & jib 140' or longer.....	\$ 29.71	23.05
Crane operator, main boom & jib 220' or longer.....	\$ 29.96	23.05
Mechanic with truck and tools.....	\$ 30.46	23.05
Oiler and fireman.....	\$ 24.41	23.05
Regular operator.....	\$ 28.96	23.05

-----

ENGI0324-008 10/01/2015

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

Rates Fringes

OPERATOR: Power Equipment  
(Sewer Relining)

GROUP 1.....	\$ 30.70	12.93
GROUP 2.....	\$ 29.17	12.93

SEWER RELINING CLASSIFICATIONS

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

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

-----  
ENGI0325-012 05/01/2017

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

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

Rates Fringes

Power equipment operators -  
gas distribution and duct  
installation work:

AREA 1

GROUP 1.....	\$ 29.73	23.30
GROUP 2.....	\$ 29.60	23.30
GROUP 3.....	\$ 28.48	23.30
GROUP 4.....	\$ 27.90	23.30

AREA 2

GROUP 1.....	\$ 28.82	23.30
GROUP 2-A.....	\$ 28.72	23.30
GROUP 2-B.....	\$ 28.50	23.30
GROUP 3.....	\$ 27.72	23.30
GROUP 4.....	\$ 27.22	23.30

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

AREA 1:

GROUP 1: Backhoe, crane, grader, mechanic, dozer (D-6

equivalent or larger), side boom (D-4 equivalent or larger), trencher(except service), endloader (2 yd. capacity or greater).

GROUP 2: Dozer (less than D-6 equivalent), endloader (under 2

yd. capacity), side boom (under D-4 capacity), backfiller,

pumps (1 or 2 of 6-inch discharge or greater), boom truck

(with powered boom), tractor (wheel type other than backhoe

or front endloader).

GROUP 3: Tamper (self-propelled), boom truck (with non-powered boom), concrete saw (20 hp or larger),

pumps (2 to 4 under 6-inch discharge), compressor (2 or more or when

one is used continuously into the second day) and trencher(service).

GROUP 4: Oiler, hydraulic pipe pushing machine, grease person

and hydrostatic testing operator.

AREA 2:

GROUP 1: Mechanic, crane (over 1/2 yd. capacity), backhoe

(over 1/2 yd. capacity), grader (Caterpillar 12 equivalent or larger)

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

capacity or less)

GROUP 2-B: Crane (1/2 yd. capacity or less), compressor (2 or

more), dozer (D-4 equivalent or larger), endloader (1 yd.

capacity or larger), pump (1 or 2 six-inch or larger), side

boom (D-4 equivalent or larger)

GROUP 3: Backfiller, boom truck (powered), concrete saw (20

hp or larger), dozer (less than D-4 equivalent), endloader

(under 1 yd. capacity), farm tractor (with attachments),

pump (2 - 4 under six-inch capacity), side boom

tractor(less than D-4 equivalent), tamper (self-propelled),

trencher service and grader maintenance

GROUP 4: Oiler, grease person and hydrostatic testing operator

IRON0008-007 06/01/2017

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

Rates Fringes

Ironworker - pre-engineered  
metal building erector.....\$ 23.70 6.95

IRONWORKER

General contracts  
\$10,000,000 or greater.....\$ 30.17 26.40

General contracts less  
than \$10,000,000.....\$ 30.17 26.40

Paid Holidays: New Year's Day, Memorial Day, July 4th, Labor

Day, Thanksgiving Day & Christmas Day.

IRON0025-002 06/01/2017

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

Rates Fringes

Ironworker - pre-engineered  
metal building erector

Alcona, Alpena, Arenac,  
Cheboygan, Clare, Clinton,  
Crawford, Gladwin,  
Gratiot, Huron, Ingham,  
Iosco, Isabella, Jackson,  
Lapeer, Livingston (west  
of Burkhardt Road),  
Montmorency, Ogemaw,  
Oscoda, Otsego, Presque  
Isle, Roscommon, Sanilac,  
Shiawassee, Tuscola &

Washtenaw (west of U.S. 23).\$ 22.17	20.13
Bay, Genesee, Lapeer, Livingston (east of Burkhardt Road), Macomb, Midland, Oakland, Saginaw, St. Clair, The University of Michigan, Washtenaw (east of U.S. 23) & Wayne...\$ 23.39	21.13
IRONWORKER	
Ornamental and Structural...\$ 29.99	33.43
Reinforcing.....\$ 26.57	26.90

IRON0055-005 07/01/2017

LENAWEE AND MONROE COUNTIES:

Rates	Fringes
IRONWORKER	
Pre-engineered metal buildings.....\$ 23.59	19.35
All other work.....\$ 29.77	21.30

IRON0292-003 06/01/2017

BERRIEN AND CASS COUNTIES:

Rates	Fringes
IRONWORKER (Including pre-engineered metal building erector).....\$ 29.30	20.96

IRON0340-001 06/19/2017

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

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

LABO0005-006 10/01/2017

Rates	Fringes
Laborers - hazardous waste abatement: (ALCONA, ALPENA,	

ANTRIM, BENZIE, CHARLEVOIX,  
CHEBOYGAN, CRAWFORD, EMMET,  
GRAND TRAVERSE, IOSCO,  
KALKASKA, LEELANAU,  
MISSAUKEE, MONTMORENCY,  
OSCODA, OTSEGO, PRESQUE ISLE  
AND WEXFORD COUNTIES - Zone  
10)

Levels A, B or C.....\$ 17.45	12.75
class b.....\$ 18.00	12.85
Work performed in conjunction with site preparation not requiring the use of personal protective equipment; Also, Level D.....\$ 16.45	12.75
class a.....\$ 17.00	12.85

Zone 10

Laborers - hazardous waste  
abatement: (ALGER, BARAGA,  
CHIPPEWA, DELTA, DICKINSON,  
GOGEbic, HOUGHTON, IRON,  
KEWEENAW, LUCE, MACKINAC,  
MARQUETTE, MENOMINEE,  
ONTONAGON AND SCHOOLCRAFT  
COUNTIES - Zone 11)

Levels A, B or C.....\$ 21.63	12.88
Work performed in conjunction with site preparation not requiring the use of personal protective equipment; Also, Level D.....\$ 20.63	12.88

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

Levels A, B or C.....\$ 20.95	12.85
Work performed in conjunction with site preparation not requiring the use of personal protective equipment; Also, Level D.....\$ 19.95	12.85

Laborers - hazardous waste  
abatement: (ARENAC, BAY,  
CLARE, GLADWIN, GRATIOT,  
HURON, ISABELLA, MIDLAND,  
OGEMAW, ROSCOMMON, SAGINAW  
AND TUSCOLA COUNTIES - Zone 8)

Levels A, B or C.....\$ 20.65	12.85
Work performed in	

conjunction with site  
preparation not requiring  
the use of personal  
protective equipment;  
Also, Level D.....\$ 19.65      12.85

Laborers - hazardous waste  
abatement: (CLINTON, EATON  
AND INGHAM COUNTIES; IONIA  
COUNTY (City of Portland);  
LIVINGSTON COUNTY (west of  
Oak Grove Rd., including the  
City of Howell) - Zone 6)  
Levels A, B or C.....\$ 24.65      12.85  
Work performed in  
conjunction with site  
preparation not requiring  
the use of personal  
protective equipment;  
Also, Level D.....\$ 23.65      12.85

Laborers - hazardous waste  
abatement: (GENESEE, LAPEER  
AND SHIAWASSEE COUNTIES -  
Zone 7)  
Levels A, B or C.....\$ 23.61      13.41  
Work performed in  
conjunction with site  
preparation not requiring  
the use of personal  
protective equipment;  
Also, Level D.....\$ 22.61      13.41

Laborers - hazardous waste  
abatement: (HILLSDALE,  
JACKSON AND LENAWEE COUNTIES  
- Zone 4)  
Levels A, B or C.....\$ 24.19      12.85  
Work performed in  
conjunction with site  
preparation not requiring  
the use of personal  
protective equipment;  
Also, Level D.....\$ 23.19      12.85

Laborers - hazardous waste  
abatement: (LIVINGSTON COUNTY  
(east of Oak Grove Rd. and  
south of M-59, excluding the  
city of Howell); AND  
WASHTENAW COUNTY - Zone 3)  
Levels A, B or C.....\$ 29.70      14.20  
Work performed in  
conjunction with site  
preparation not requiring  
the use of personal  
protective equipment;  
Also, Level D.....\$ 28.70      14.20

Laborers - hazardous waste  
abatement: (MACOMB AND WAYNE  
COUNTIES - Zone 1)  
Levels A, B or C.....\$ 28.35      16.75  
Work performed in

conjunction with site  
preparation not requiring  
the use of personal  
protective equipment;  
Also, Level D.....\$ 27.35      16.75

Laborers - hazardous waste  
abatement: (MONROE COUNTY -  
Zone 4)  
Levels A, B or C.....\$ 30.85      14.45  
Work performed in  
conjunction with site  
preparation not requiring  
the use of personal  
protective equipment;  
Also, Level D.....\$ 29.84      14.45

Laborers - hazardous waste  
abatement: (OAKLAND COUNTY  
and the Northeast portion of  
LIVINGSTON COUNTY bordered by  
Oak Grove Road on the West  
and M-59 on the South - Zone  
2)  
Level A, B, C.....\$ 28.85      16.75  
Work performed in  
conjunction with site  
preparation not requiring  
the use of personal  
protective equipment;  
Also, Level D.....\$ 27.85      16.75

Laborers - hazardous waste  
abatement: (SANILAC AND ST.  
CLAIR COUNTIES - Zone 5)  
Levels A, B or C.....\$ 25.19      15.86  
Work performed in  
conjunction with site  
preparation not requiring  
the use of personal  
protective equipment;  
Also, Level D.....\$ 24.19      15.86

---

LABO0259-001 09/01/2017

AREA 1: MACOMB, OAKLAND AND WAYNE  
COUNTIES  
AREA 2: ALCONA, ALGER, ALLEGAN, ALPENA,  
ANTRIM, ARENAC, BARAGA,  
BARRY, BAY, BENZIE, BERRIEN, BRANCH,  
CALHOUN, CASS, CHARLEVOIX,  
CHEBOYGAN, CHIPPEWA, CLARE, CLINTON,  
CRAWFORD, DELTA,  
DICKINSON, EATON, EMMET, GENESEE,  
GLADWIN, GOGEBIC, GRAND  
TRAVERSE, GRATIOT, HILLSDALE, HOUGHTON,  
HURON, INGHAM, IONIA,  
IOSCO, IRON, ISABELLA, JACKSON, KALAMAZOO,  
KALKASKA, KENT,  
KEWEENAW, LAKE, LAPEER, LEELANAU,  
LENAWEE, LIVINGSTON, LUCE,



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

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

Rates Fringes

Laborers - tunnel, shaft and  
caisson:

AREA 1

GROUP 1.....	\$ 22.22	16.75
GROUP 2.....	\$ 22.33	16.75
GROUP 3.....	\$ 22.39	16.75
GROUP 4.....	\$ 22.57	16.75
GROUP 5.....	\$ 22.82	16.75
GROUP 6.....	\$ 23.15	16.75
GROUP 7.....	\$ 16.43	16.75

AREA 2

GROUP 1.....	\$ 23.75	12.85
GROUP 2.....	\$ 23.84	12.85
GROUP 3.....	\$ 23.94	12.85
GROUP 4.....	\$ 24.10	12.85
GROUP 5.....	\$ 24.38	12.85
GROUP 6.....	\$ 24.67	12.85
GROUP 7.....	\$ 16.94	12.85

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

TUNNEL LABORER CLASSIFICATIONS

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

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

GROUP 3: Air tool operator (jackhammer, bush  
hammer and  
grinder), first bottom, second bottom, cage tender,  
car

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

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

GROUP 6: Dynamite and powder

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

LABO0334-001 09/01/2017

Rates Fringes

Laborers - open cut:

ZONE 1 - MACOMB, OAKLAND  
AND WAYNE COUNTIES:

GROUP 1.....	\$ 22.07	16.70
GROUP 2.....	\$ 22.18	16.75
GROUP 3.....	\$ 22.23	16.75
GROUP 4.....	\$ 22.31	16.75
GROUP 5.....	\$ 22.37	16.75
GROUP 6.....	\$ 19.82	16.75
GROUP 7.....	\$ 16.44	16.75

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

GROUP 1.....	\$ 23.40	12.85
GROUP 2.....	\$ 23.51	12.85
GROUP 3.....	\$ 23.63	12.85
GROUP 4.....	\$ 23.70	12.85
GROUP 5.....	\$ 23.85	12.85
GROUP 6.....	\$ 21.15	12.85

GROUP 7.....	\$ 17.79	12.85
ZONE 3 - CLINTON, EATON, GENESEE, HILLSDALE AND INGHAM COUNTIES; IONIA COUNTY (City of Portland); JACKSON, LAPEER AND LENAWEE COUNTIES; LIVINGSTON COUNTY (west of M-151 Oak Grove Rd.); SANILAC, ST. CLAIR AND SHIAWASSEE COUNTIES:		
GROUP 1.....	\$ 21.59	12.85
GROUP 2.....	\$ 21.73	12.85
GROUP 3.....	\$ 21.85	12.85
GROUP 4.....	\$ 21.90	12.85
GROUP 5.....	\$ 22.04	12.85
GROUP 6.....	\$ 19.34	12.85
GROUP 7.....	\$ 16.49	12.85
ZONE 4 - ALCONA, ALLEGAN, ALPENA, ANTRIM, ARENAC, BARRY, BAY, BENZIE, BERRIEN, BRANCH, CALHOUN, CASS, CHARLEVOIX, CHEBOYGAN, CLARE, CRAWFORD, EMMET, GLADWIN, GRAND TRAVERSE, GRATIOT AND HURON COUNTIES; IONIA COUNTY (EXCEPT THE CITY OF PORTLAND); IOSCO, ISABELLA, KALAMAZOO, KALKASKA, KENT, LAKE,LEELANAU, MANISTEE, MASON, MECOSTA, MIDLAND, MISSAUKEE, MONTCALM, MONTMORENCY, MUSKEGON, NEWAYGO, OCEANA, OGEMAW, OSCEOLA, OSCODA, OTSEGO, OTTAWA, PRESQUE ISLE, ROSCOMMON, SAGINAW, ST. JOSEPH, TUSCOLA, VAN BUREN AND WEXFORD COUNTIES:		
GROUP 1.....	\$ 20.60	12.85
GROUP 2.....	\$ 20.73	12.85
GROUP 3.....	\$ 20.84	12.85
GROUP 4.....	\$ 20.91	12.85
GROUP 5.....	\$ 21.03	12.85
GROUP 6.....	\$ 18.25	12.85
GROUP 7.....	\$ 16.59	12.85
ZONE 5 - ALGER, BARAGA, CHIPPEWA, DELTA, DICKINSON, GOGEBIC, HOUGHTON, IRON, KEWEENAW, LUCE, MACKINAC, MARQUETTE, MENOMINEE, ONTONAGON AND SCHOOLCRAFT COUNTIES:		
GROUP 1.....	\$ 20.81	12.85
GROUP 2.....	\$ 20.95	12.85

GROUP 3.....	\$ 21.08	12.85
GROUP 4.....	\$ 21.13	12.85
GROUP 5.....	\$ 21.18	12.85
GROUP 6.....	\$ 18.56	12.85
GROUP 7.....	\$ 16.67	12.85

#### SCOPE OF WORK:

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

#### OPEN CUT LABORER CLASSIFICATIONS

##### GROUP 1: Construction laborer

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

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

GROUP 4: Trench or excavating grade person

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

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

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

LABO0465-001 06/01/2017

LABORER: Highway, Bridge and Airport Construction

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

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

AREA 3: ALCONA, ALPENA, ANTRIM, ARENAC, BENZIE, CHARLEVOIX, CHEBOYGAN, CLARE, CRAWFORD, EMMET, GLADWIN, GRAND TRAVERSE,

IONIA, IOSCO, ISABELLA, KALKASKA, KENT, LAKE, LEELANAU, MANISTEE, MASON, MECOSTA, MISSAUKEE, MONTCALM, MONTMORENCY, NEWAYGO, OCEANA, OGEMAW, OSCEOLA, OSCODA, OTSEGO, OTTAWA, PRESQUE ISLE, ROSCOMMON AND WEXFORD COUNTIES

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

Rates Fringes

LABORER (AREA 1)

GROUP 1.....	\$ 25.74	12.85
GROUP 2.....	\$ 25.87	12.85
GROUP 3.....	\$ 26.05	12.85
GROUP 4.....	\$ 26.13	12.85
GROUP 5.....	\$ 26.34	12.85
GROUP 6.....	\$ 26.64	12.85

LABORER (AREA 2)

GROUP 1.....	\$ 23.67	12.85
GROUP 2.....	\$ 23.87	12.85
GROUP 3.....	\$ 24.11	12.85
GROUP 4.....	\$ 24.46	12.85
GROUP 5.....	\$ 24.33	12.85
GROUP 6.....	\$ 24.67	12.85

LABORER (AREA 3)

GROUP 1.....	\$ 22.92	12.85
GROUP 2.....	\$ 23.13	12.85
GROUP 3.....	\$ 23.42	12.85
GROUP 4.....	\$ 23.86	12.85
GROUP 5.....	\$ 23.48	12.85
GROUP 6.....	\$ 23.91	12.85

LABORER (AREA 4)

GROUP 1.....	\$ 22.94	12.85
GROUP 2.....	\$ 23.15	12.85
GROUP 3.....	\$ 23.44	12.85
GROUP 4.....	\$ 23.88	12.85
GROUP 5.....	\$ 23.50	12.85
GROUP 6.....	\$ 23.93	12.85

LABORER CLASSIFICATIONS

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

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

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

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

GROUP 4: Asphalt raker

GROUP 5: Pipe layers, oxy-gun

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

Rates Fringes

LABORER (DISTRIBUTION WORK)

Zone 1.....	\$ 19.99	12.85
Zone 2.....	\$ 18.35	12.85
Zone 3.....	\$ 16.56	12.85
Zone 4.....	\$ 15.92	12.85
Zone 5.....	\$ 15.92	12.85

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

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

Zone 1 - Macomb, Oakland and Wayne  
Zone 2 - Monroe and Washtenaw  
Zone 3 - Bay, Genesee, Lapeer, Midland, Saginaw,  
Sanilac,  
Shiawassee and St. Clair  
Zone 4 - Alger, Baraga, Chippewa, Delta, Dickinson,  
Gogebic,  
Houghton, Iron, Keweenaw, Luce, Mackinac,  
Marquette,  
Menominee, Ontonagon and Schoolcraft  
Zone 5 - Remaining Counties in Michigan

-----  
PAIN0022-002 07/01/2008

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

-----  
LABO1076-005 04/01/2017

Rates Fringes

MICHIGAN STATEWIDE

PAINTER.....\$ 25.06 14.75

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

-----  
PAIN0312-001 06/12/2014

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

Rates Fringes

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

-----  
PAIN0845-003 05/21/2014

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

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

-----  
PAIN0845-015 05/21/2014

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

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

-----  
PAIN0845-018 05/21/2014

ALLEGAN COUNTY (Townships of Dorr, Fillmore, Heath, Hopkins, Laketown, Leighton, Manlius, Monterey, Overisel, Salem, Saugatuck and Wayland); IONIA COUNTY (west of Hwy. M-66); KENT, MECOSTA AND MONTCALM COUNTIES; NEWAYGO COUNTY (Townships of Barton, Big Prairie, Brooks, Croton, Ensley, Everett, Goodwell,

CITY OF BATTLE CREEK PURCHASING  
INVITATION FOR BID NO.2018-077B

Page 54 of 61

Grant, Home, Monroe, Norwich and Wilcox);  
OSCEOLA COUNTY (south  
of Hwy. #10); OTTAWA COUNTY (Townships of  
Allendale, Blendone,  
Chester, Georgetown, Holland, Jamestown, Olive,  
Park, Polkton,  
Port Sheldon, Tallmadge, Wright and Zeeland):

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

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

-----  
PAIN1011-003 06/05/2014

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

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

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

-----  
PAIN1474-002 06/01/2010

HURON COUNTY; LAPEER COUNTY (east of Hwy.  
M-53); ST. CLAIR,  
SANILAC AND TUSCOLA COUNTIES:

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

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

Work with any hazardous material: \$1.00 per hour  
additional. Sandblasting, steam cleaning and acid  
cleaning:

\$1.00 per hour additional. Ladder work at or above  
40 ft.,

scaffold work at or above 40 ft., swing stage,  
boatswain

chair, window jacks and all work performed over a  
falling

height of 40 ft.: \$1.00 per hour additional. Spray gun

work, pick pullers and those handling needles,  
blowing off

by air pressure, and any person rigging (setting up  
and

moving off the ground): \$1.00 per hour additional.

Steeplejack, tanks, gas holders, stacks, flag poles,  
radio

towers and beacons, power line towers, bridges,  
etc.: \$1.00

per hour additional, paid from the ground up.

-----  
PAIN1803-003 06/01/2017

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

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

PAINTER

Work performed on water,  
bridges over water or  
moving traffic, radio and  
powerline towers, elevated  
tanks, steeples, smoke  
stacks over 40 ft. of  
falling heights, recovery  
of lead-based paints and  
any work associated with  
industrial plants, except  
maintenance of industrial

plants.....	\$ 25.10	13.85
-------------	----------	-------

All other work, including  
maintenance of industrial

plant.....	\$ 23.68	13.85
------------	----------	-------

FOOTNOTES: Spray painting, sandblasting,  
blowdown associated

with spraying and blasting, water blasting and work  
involving a swing stage, boatswain chair or spider:  
\$1.00

per hour additional. All work performed inside tanks,  
vessels, tank trailers, railroad cars, sewers, smoke  
stacks, boilers or other spaces having limited egress  
not

including buildings, opentop tanks, pits, etc.: \$1.25  
per

hour additional.

PLAS0514-001 06/01/2017

ZONE 1: GENESEE, LIVINGSTON, MACOMB,  
MONROE, OAKLAND, SAGINAW,  
WASHTENAW AND WAYNE COUNTIES

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

Rates Fringes

CEMENT MASON/CONCRETE FINISHER

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

PLUM0190-003 05/01/2015

ALCONA, ALGER, ALLEGAN, ALPENA, ANTRIM,  
ARENAC, BARAGA, BARRY,  
BAY, BENZIE, BERRIEN, BRANCH, CALHOUN,  
CASS, CHARLEVOIX,  
CHEBOYGAN, CHIPPEWA, CLARE, CLINTON,  
CRAWFORD, DELTA,  
DICKINSON, EATON, EMMET, GENESEE,  
GLADWIN, GOGEbic, GRAND  
TRAVERSE, GRATIOT, HILLSDALE, HOUGHTON,  
HURON, INGHAM, IONIA,  
IOSCO, IRON, ISABELLA, JACKSON, KALAMAZOO,  
KALKASKA, KENT,  
KEWEENAW, LAKE, LAPEER, LEELANAU,  
LENAWEE, LIVINGSTON, LUCE,  
MACKINAC, MACOMB, MANISTEE, MARQUETTE,  
MASON, MECOSTA,

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

Rates Fringes

Plumber/Pipefitter - gas  
distribution pipeline:

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

TEAM0007-004 06/01/2017

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

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

Rates Fringes

TRUCK DRIVER

AREA 1

Euclids, double bottoms and lowboys.....	\$ 25.05	.50 + a+b
---	----------	-----------

Trucks under 8 cu. yds.....\$ 24.80 .50 + a+b  
Trucks, 8 cu. yds. and  
over.....\$ 24.90 .50 + a+b

AREA 2

Euclids, double bottomms  
and lowboys.....\$ 24.895 .50 + a+b  
Euclids, double bottoms  
and lowboys.....\$ 25.15 .50 + a+b  
Trucks under 8 cu. yds.....\$ 24.90 .50 + a+b  
Trucks, 8 cu. yds. and  
over.....\$ 25.00 .50 + a+b

Footnote:

- a. \$455.00 per week  
b. \$64.40 daily

TEAM0247-004 04/01/2013

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

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

Rates Fringes

Sign Installer

AREA 1

GROUP 1.....\$ 21.78 11.83  
GROUP 2.....\$ 25.27 11.8375

AREA 2

GROUP 1.....\$ 22.03 11.83  
GROUP 2.....\$ 25.02 11.8375

FOOTNOTE:

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

SIGN INSTALLER CLASSIFICATIONS:

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

GROUP 2: performs all miscellaneous labor, uses all  
hand and  
power tools, and operates all other equipment,  
mobile or  
otherwise, required for the installation of highway  
and  
street signs

TEAM0247-010 04/01/2017

AREA 1: LAPEER AND SHIAWASSEE COUNTIES

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

Rates Fringes

TRUCK DRIVER (Underground  
construction)

AREA 1

GROUP 1.....\$ 23.57 19.04  
GROUP 2.....\$ 23.66 19.04  
GROUP 3.....\$ 23.87 19.04

AREA 2

GROUP 1.....\$ 23.87 19.04  
GROUP 2.....\$ 24.01 19.04  
GROUP 3.....\$ 24.20 19.04

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

SCOPE OF WORK: Excavation, site preparation,  
land balancing,  
grading, sewers, utilities and improvements; also  
including  
but not limited to, tunnels, underground piping,  
retention,  
oxidation, flocculation facilities, conduits, general  
excavation and steel sheeting for underground  
construction.

Underground construction work shall not include any  
structural modifications, alterations, additions and  
repairs to buildings or highway work, including roads,



streets, bridge construction and parking lots or steel erection.

#### TRUCK DRIVER CLASSIFICATIONS

GROUP 1: Truck driver on all trucks (EXCEPT dump trucks of 8

cubic yards capacity or over, pole trailers, semis, low boys, Euclid, double bottom and fuel trucks)

GROUP 2: Truck driver on dump trucks of 8 cubic yards

capacity or over, pole trailers, semis and fuel trucks

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

\* SUMI2002-001 05/01/2002

	Rates	Fringes
Flag Person.....	\$ 10.10	0.00
LINE PROTECTOR (ZONE 1: GENESEE, MACOMB, MONROE, OAKLAND, WASHTENAW AND WAYNE)....	\$ 18.98	12.85
LINE PROTECTOR (ZONE 2: STATEWIDE (EXCLUDING GENESEE, MACOMB, MONROE, OAKLAND, WASHTENAW AND WAYNE).....	\$ 17.14	12.85
Pavement Marking Machine (ZONE 1: GENESEE, MACOMB, MONROE, OAKLAND, WASHTENAW AND WAYNE COUNTIES) Group 1.....	\$ 25.74	12.85
Pavement Marking Machine (ZONE 1: GENESEE, MACOMB, MONROE, OAKLAND, WASHTENAW AND WAYNE) Group 2.....	\$ 23.17	12.85
Pavement Marking Machine (ZONE 2: STATEWIDE (EXCLUDING GENESEE, MACOMB, MONROE, OAKLAND, WASHTENAW AND WAYNE COUNTIES) Group 1.....	\$ 23.67	12.85
Pavement Marking Machine (ZONE 2: STATEWIDE (EXCLUDING GENESEE, MACOMB, MONROE, OAKLAND, WASHTENAW AND WAYNE) Group 2.....	\$ 21.30	12.85

#### WORK CLASSIFICATIONS:

PAVEMENT MARKER GROUP 1: Drives or operates a truck mounted  
striper, grinder, blaster, groover, or thermoplastic melter

for the placement or removal of temporary or permanent  
pavement markings or markers.

PAVEMENT MARKER GROUP 2: Performs all functions involved for  
the placement or removal of temporary or permanent  
pavement

markings or markers not covered by the classification of

Pavement Marker Group 1 or Line Protector.

LINE PROTECTOR: Performs all operations for the protection or

removal of temporary or permanent pavement markings or

markers in a moving convoy operation not performed by the

classification of Pavement Marker Group 1. A moving convoy

operation is comprised of only Pavement Markers Group 1 and

Line Protectors.

WELDERS - Receive rate prescribed for craft performing

operation to which welding is incidental.

Note: Executive Order (EO) 13706, Establishing Paid Sick Leave

for Federal Contractors applies to all contracts subject to the

Davis-Bacon Act for which the contract is awarded (and any

solicitation was issued) on or after January 1, 2017. If this

contract is covered by the EO, the contractor must provide

employees with 1 hour of paid sick leave for every 30 hours

they work, up to 56 hours of paid sick leave each year.

Employees must be permitted to use paid sick leave for their

own illness, injury or other health-related needs, including

preventive care; to assist a family member (or person who is like family to the employee) who is ill, injured, or has other health-related needs, including preventive care; or for reasons resulting from, or to assist a family member (or person who is like family to the employee) who is a victim of, domestic violence, sexual assault, or stalking. Additional information on contractor requirements and worker protections under the EO is available at [www.dol.gov/whd/govcontracts](http://www.dol.gov/whd/govcontracts).

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

-----

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

#### Union Rate Identifiers

A four letter classification abbreviation identifier enclosed in dotted lines beginning with characters other than "SU" or "UAVG" denotes that the union classification and rate were prevailing for that classification in the survey. Example: PLUM0198-005 07/01/2014. PLUM is an abbreviation identifier of the union which prevailed in the survey for this classification, which in this example would be Plumbers. 0198

indicates the local union number or district council number where applicable, i.e., Plumbers Local 0198. The next number, 005 in the example, is an internal number used in processing the wage determination. 07/01/2014 is the effective date of the most current negotiated rate, which in this example is July 1, 2014.

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

#### Survey Rate Identifiers

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

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

#### Union Average Rate Identifiers

Classification(s) listed under the UAVG identifier indicate that no single majority rate prevailed for those

classifications; however, 100% of the data reported for the classifications was union data. EXAMPLE: UAVG-OH-0010

08/29/2014. UAVG indicates that the rate is a weighted union average rate. OH indicates the state. The next number, 0010 in the example, is an internal number used in producing the wage determination. 08/29/2014 indicates the survey completion date for the classifications and rates under that identifier.

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

-----  
WAGE DETERMINATION APPEALS  
PROCESS

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

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

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

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

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

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

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

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

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

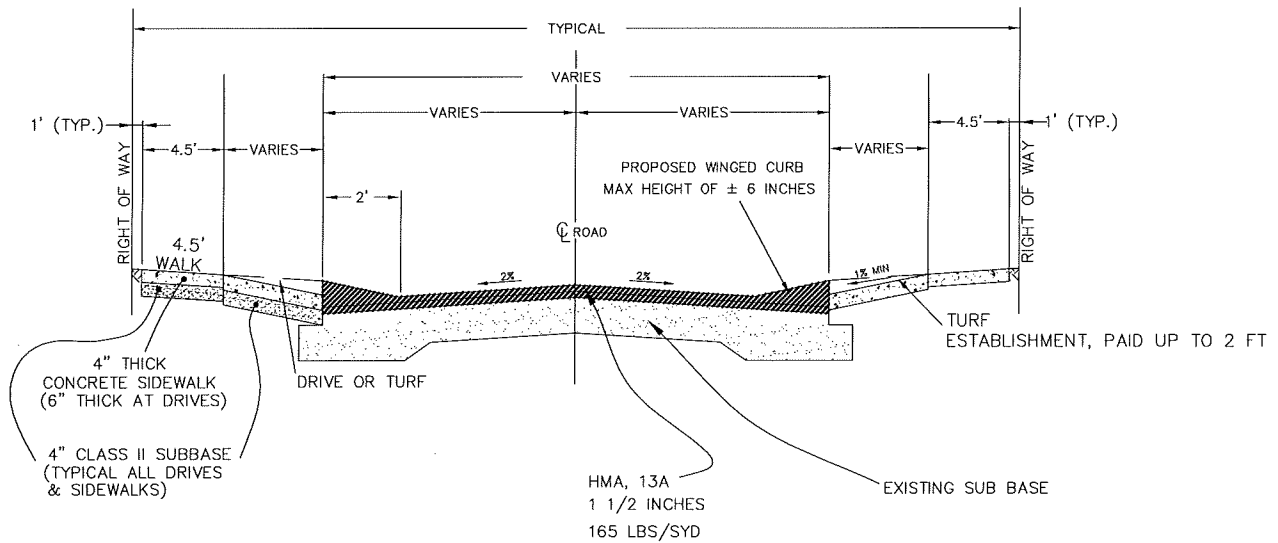
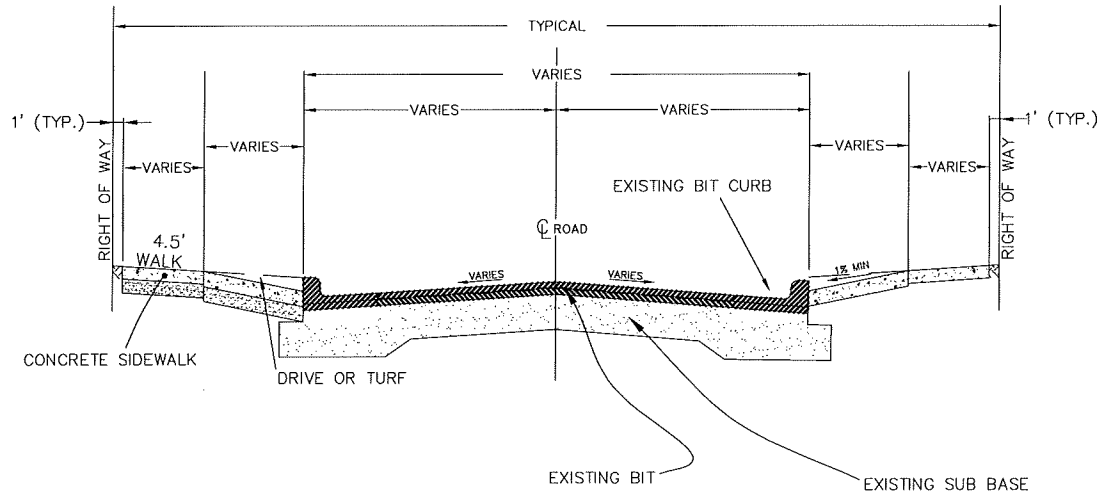
Administrative Review Board  
U.S. Department of Labor  
200 Constitution Avenue, N.W.  
Washington, DC 20210

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

=====  
=====

END OF GENERAL DECISION

## **ATTACHMENT A – BID ALT WINGED CURB CROSS SECTION**



**ENGINEERING DEPARTMENT  
CITY OF BATTLE CREEK, MICHIGAN**



TITLE <b>BIT CURB CROSS SECTION</b>		
DRAWN BY: <b>ESC</b>	APPROVED:	DATE: <b>03/27/18</b>
SCALE: <b>NONE</b>	SHEET <b>1</b> OF <b>1</b> SHEETS	DWG. NO. <b>00001</b>

**ATTACHMENT B – DPW CONSTRUCTION AREA**



PROPOSED CONSTRUCTION AREA FOR DPW PARKING LOT

