MINOR CONSTRUCTION PROJECT BID PACKAGE

Issued by Authority of The Michigan Department of Natural Resources and Environment

This is an invitation for a sealed bid for furnishing labor, material, supplies and equipment to complete the project detailed on the Proposal and Contract Form and in the attached specifications. Bid security performance bond and labor and material bond **are not** required for this project.

The State reserves the right to award to that responsive and responsible bidder offering the best value to the State for the quality of the service to be supplied, conformity with specifications and suitability to the requirements of the State, or to reject any and all bids in whole or in part if the best interest of the State will be served.
It is the vendor's responsibility to read, understand and follow the Instructions To Bidders, General Conditions and General Requirements attached to this packet.

Questions regarding these terms should be directed to:	
The Issuing Officer: **PATRICK AVENDT**	Telephone No.: **(517) 373-9902**
Address: **OFFICE OF LAND AND FACILITIES** **MI DEPT OF NATURAL RESOURCES and ENVIRONMENT** **STEVENS T. MASON BUILDING – 8TH FLOOR** **530 WEST ALLEGAN STREET** **P.O. BOX 30033** **LANSING, MICHIGAN 48909** (This Zip Code for P.O. Box only.) (Street Address Zip Code is 48933.)	

Questions regarding the project should be directed to:		
Site Contact/Project Manager's Name: MS. TAMMY GIROUX	Telephone Number: (517) 641-4903, Ext. 243	
Division/Office Name: DNRE WILDLIFE DIVISION		
Managing Unit Name: ROSE LAKE WILDLIFE RESEARCH CENTER		
Street Address of Park Headquarters: 8562 EAST STOLL ROAD		
City: EAST LANSING	State: MI	ZIP: 48823

This Bid Package contains:
A. This instructional cover sheet
B. The "Proposal and Contract for DNR" (Form PR-1625).
C. Instructions to Bidders, General Conditions, General Requirements
D. Technical specification and other attachments, if any required.

THE ATTACHED CONTRACT DOCUMENTS ARE FOR: Bid Number**: 22-4454**

PROJECT LOCATION (location where the work is being done)	COUNTY:
MAPLE RIVER STATE GAME AREA – WETLAND UNIT	GRATIOT
NAME OF CONSTRUCTION PROJECT: CONSTRUCT POLE BARN, located on Crapo Road, just north of Taft Road	
MANDATORY PRE-BID OPEN HOUSE: NONE SCHEDULED – However, it is highly recommended that potential bidders visit the site prior to bidding.	

BID OPENING:	DATE: **FRIDAY, MARCH 19, 2010**	TIME (local time): **2:00 P.M.**

TO BID FOR THIS WORK, SUBMIT A PROPOSAL FOLLOWING THE INSTRUCTIONS BELOW.

1) Complete the "bidder's" portion on the "Proposal and Contract for DNR" (Form PR-1625).
   - **DO NOT** change the bid form or qualify the bid. Only bid on the contract as written. If the bidder wishes to alter the bid price, it may be done by sending in the amount of change (addition or reduction) to the original bid by the bid opening time. The original bid sum must not be revealed. Bid prices must be good for sixty days.
2) If an Addendum was issued, confirm receipt by returning two signed copies.
3) Seal two completed copies of the "Proposal and Contract for DNR" (Form PR-1625) in an envelope.
4) On the mailing envelope, ensure that the following information is completed on the label:
   a) Bid number b) Bid opening date and time c) That the actual bid is enclosed

- It is the responsibility of the bidder to ensure that correctly identified bids are delivered on time. The Michigan DNR can not be responsible for mail delivery services.
- On or before the due date and time specified on the "Proposal and Contract for DNR" (Form PR-1625), sealed bids must be received and time stamped at 530 WEST ALLEGAN STREET-8th FLOOR, LANSING MI 48933, to be considered as on time.
- The bids will be publicly opened and read aloud. Bid results will be available to the public after the opening.

MICHIGAN DEPARTMENT OF NATURAL RESOURCES and ENVIRONMENT – OFFICE OF LAND AND FACILITIES

PROPOSAL AND CONTRACT for DNR

Submittal of this information constitutes a valid proposal as required by Authority of Act 431, PA 1984, to provide the services as specified.

BID OPENING DATE and TIME:	CONTACT INFORMATION FOR EXAMINATION OF PREMISES AND WORKING CONDITIONS AT SITE		For DNR Issuing Officer
FRIDAY, MARCH 19, 2010 5:00 p.m. Local Time	Site Contact/Project Manager's Name: MS. TAMMY GIROUX	Telephone Number: (517) 641-4903, Ext. 243	CONTRACT NO.
	PROJECT NUMBER: **22-4454**		COMMODITY CODE:

DEPARTMENT(751):	DIVISION /OFFICE NAME	FIELD UNIT NAME
DNRE -	WILDLIFE DIVISION	MAPLE RIVER STATE GAME AREA-WETLAND UNIT

PROJECT LOCATION (WORK SITE)	PROJECT NAME
CRAPO ROAD, JUST NORTH OF TAFT ROAD,	CONSTRUCT POLE BARN

SCOPE OF WORK: The Work to be completed under this contract includes: Providing all labor, materials, and equipment to construction a 40 ft. X 60 ft. pole and related items as shown on the drawings and specified herein, located on Crapo Road, just north of Taft Road at the Wetland Unit, Maple River State Game Area, Gratiot County, Michigan. Contractor is responsible for all necessary permits.

Time of Completion: Upon acceptance of the Proposal and Contract by the State, the Contractor agrees to complete all work **JUNE 30, 2010.**

BIDDER's Section: (See attached Instructions To Bidders, General Conditions And General Requirements.)

- Do Not Alter or Qualify This Proposal and Contract. This Proposal May Be Rejected If This Form Is Altered or Qualified.

BIDDER 'S NAME AND COMPLETE ADDRESS	TELEPHONE NUMBER
STREET ADDRESS	FEDERAL I.D. NUMBER (if none, SOCIAL SECURITY NUMBER) (Protected information required for processing payments)
CITY STATE ZIP CODE	

Base Proposal Sum: $ _____ (This figure shall be valid for a period of sixty (60) days from the Bid Opening Date.)

NOTE: BID GUARANTEE & BONDS ARE NOT REQUIRED ON THIS PROJECT.

Bidder Acknowledges receipt of the following addenda: _____ Dated: _____

We propose to furnish all labor, materials, equipment, tools, and services required to complete the work in accordance with the specifications and conditions contained herein in consideration of the sum(s) stated above and agree that this document and attached General Terms and Requirements will constitute the contract if accepted by the State.

Signatures and Authorizations: *Bids may be rejected as being incomplete without this authorization*

- ***Corporations*** *shall include with the bid, a copy of the resolution giving the person signing the bid, power to bind the company in a legal contract.*
- ***Partnerships*** *may have all partners sign this "Proposal and Contract for DNR" (Form PR-1625) or may submit a Power of Attorney.*
- ***Sole proprietorships*** *need only to have their signatures witnessed.*

BIDDER'S SIGNATURE (s)	DATE
WITNESS' SIGNATURE	DATE

Submit 2 copies of this Proposal To:

OFFICE OF LAND AND FACILITIES
MI DEPT OF NATURAL RESOURCES AND ENVIRONMENT
STEVENS T. MASON BUILDING – 8TH FLOOR
530 WEST ALLEGAN STREET
P.O. BOX 30033
LANSING, MICHIGAN 48909 (This Zip Code for P.O. Box only.)

ACCEPTANCE: THIS PROPOSAL IS ACCEPTED BY THE STATE OF MICHIGAN

DNR ISSUING OFFICER'S SIGNATURE	DATE
WITNESS' SIGNATURE	DATE

INSTRUCTIONS TO BIDDERS

1. **Preparation of Bid:** Execute bid fully and properly. Submit in duplicate on this form in a sealed envelope to this office.

2. **Signatures:** All bids, notifications, claims, and statements must be signed as follows:

   a. Corporations: Signature of official shall be accompanied by a certified copy of the resolution of the Board of Directors authorizing the individual signing to bind the corporation.

   b. Partnerships: Signature of one partner shall be accompanied by a **certified** copy of the power of attorney authorizing the individual signing to bind all partners. If bid is signed by **all** partners, no authorization is required.

   c. Individual: No authorization is needed. Each signature must be witnessed.

3. The bidder acknowledges the right of the owner to reject any or all bids and to waive any informality or irregularity in any bid received. In addition. the bidder recognizes the right of the owner to reject a bid:

   a. if the bid is in any way incomplete or irregular;

   b. if the bidder's performance as a contractor was unsatisfactory under a prior contract for the construction, repair, modification or demolition of a facility with the owner, or a contractor in privity of contract with the owner, which was funded, directly or indirectly, by the owner;

4. It is the intent of the owner to award a contract to the lowest responsible bidder, provided the bid has been submitted in accordance with the requirements of the bidding documents, and does not exceed the funds available.

5. Individuals needing special services to fully participate in the bidding process due to a physical challenge may contact the building superintendent or the facility manager.

6. **Electronic Funds Transfer Payment** Public Act 533 of 2004 requires all vendors doing business with the State of Michigan to receive payment by electronic funds transfer (EFT) for services and goods provided to the State. Please log on to the contractor and payment website at www.michigan.gov/cpexpress to register your company or you may contact the C&P Express Help Desk toll-free at 888-734-9749

7. **Interpretation of Contract Documents:** If any person contemplating submitting a bid for this project is in doubt as to the true meaning of any part of the drawings, specifications or other contract documents, he/she may submit a written request to the director for an interpretation not later than nine days prior to due date of bids. The person submitting the request will be responsible for its prompt delivery. An interpretation of the documents will be made by the requesting office and an addendum issued and mailed or delivered to each person who has received a set of drawings and specifications. All addenda issued shall be made a part of the contract requirements. The state will not be responsible for any other explanation or interpretation of the contract documents.

8. **Substitution of Materials:** Any bidder wishing to use manufacturers or materials other than those specified shall submit a written request to the director not later than nine days prior to due date for bids. Request shall be accompanied by product data to permit evaluation and comparison with specified products or materials. The person submitting the request will be responsible for its prompt delivery. An examination and evaluation of product data will be made by the state unit and, if found acceptable, an addendum will be issued and mailed or delivered to each person who has received a set of drawings and specifications. All addenda issued shall be made a part of the contract requirements.

9. **Time of Completion:** Upon acceptance by the state of the Proposal and Contract, the contractor agrees to complete all work required in the time frame required on the Proposal and Contract.

10. **Michigan Products and Recycled Products:** All contractors and suppliers are encouraged to provide Michigan-made products and/or recycled products whenever possible where price, quality, and performance are equal to, or superior to, non-Michigan products and the requirements of the contract documents.

11. **Rejection:** The state reserves the right to reject any bids and to waive any defects in bids.

12. **Contract:** Upon acceptance by the state, this document will constitute the contract and the executed duplicate will be returned to the contractor. The contract shall not be in force until the contractor has complied with all of the requirements of insurance.

GENERAL CONDITIONS

1. **Definitions: "State",** the State of Michigan; "**Director**", the director of the State Unit or his/her authorized representative; "**State Unit**", any state department, board, commission or institution; "**Contractor**", the bidder whose proposal is accepted by the state; "**Notification**", written notice delivered in person or by mail; "**Contract Documents**", this document and supplemental specifications and drawings.

2. **Unfair Labor Practice:** Public Act No. 278 of 1980 prohibits the state from awarding a contract or subcontract to an employer who has been found in contempt of court by a Federal Court of Appeals, on not less than three occasions involving different violations during the preceding seven years, for failure to correct an unfair labor practice as prohibited by Section 8 of Chapter 372 of the National Labor Relations Act, 29 U.S.C. 158. A contractor for the state may not, in relation to that contract subcontract with such an employer.

3. **Safety Regulations:** The contractor shall conform to the "General Safety Rules and Regulations" for the construction industry, as prescribed by the Construction Safety Commission, Department of Labor and Economic Growth, Bureau of Safety and Regulations, Lansing,

Michigan, and the Occupational Safety and Health Standards of the United States Department of Labor. This shall be made a condition of each subcontract entered into pursuant to the contract.

4. **Taxes:** The contractor shall include and be deemed to have included in the bid and contract price all Michigan sales and use taxes currently imposed by legislative enactment and as administered by the Michigan Department of Treasury's Revenue Division on the bid date.

5. **Nondiscrimination:** For all state contracts for goods or services in amount of *$5,000 or* more, or for contracts entered into with parties employing three or more employees; in connection with the performance of work under this contract, the contractor shall comply with all published rules, regulations, directives, and orders of the Michigan Civil Rights Commission relevant to Section 6, 1976 PA 453 as amended, which may be in effect at the time of bidding for any individual State project.

6. **Conflicts and Omissions:** The intent of the contract documents is to provide everything necessary for the proper execution of the work. In case of conflict, the work shall not proceed until a decision has been agreed upon by all parties concerned.

7. **Royalties, Patents, Notices, and Fees:** Contractor shall give all notices and pay all royalties, building permits, and fees. He/she shall defend all suits or claims for infringement of any patent rights and shall save the state harmless from loss on account thereof. He/she shall comply with all laws, ordinances, and codes applicable to any portion of the work.

8. **Examination of Premises:** Bidder shall familiarize himself/herself with local conditions affecting the job. He/she shall take his/her own measurements and be responsible for the correctness of same. Bidder shall be held to have made such examinations and no allowances will be made in his/her behalf by reason of error or omission on his/her part. If any part of the contractor's work depends for proper results upon existing work or the work of another contractor, the contractor shall notify the director before commencing work of any defects that will affect the results. Failure to so notify the director will constitute his/her acceptance of the conditions.

9. **Working Conditions:** All work shall be done in accordance with all regulations governing the state unit wherein the work is to be performed and with minimum possible interference with the proper functioning of the activities of that state unit. Materials, tools, equipment, etc., shall be confined so as not to unduly encumber the premises. Each bidder shall be held to have visited the site and checked with the authorities the working conditions and the methods of carrying out the work and to have included in his/her proposal all costs for meeting such working conditions.

10. **Materials:** Unless otherwise specified, all materials shall be new and of the best grade of the representative kinds for the purpose.

    a. Whenever material, an item of equipment, or a system is described by a performance specification, written as a proprietary product, or uses the name of a manufacturer or vendor, the term "or equal' if not inserted, shall be implied.

11. **Permits:** The Owner has acquired the necessary permit for this project.

    All work shall be executed in accordance with the State of Michigan's Construction Codes, except where work is specified or shown to be above such standard. The work shall be executed in conformity with the drawings and these specifications.

    If the contractor performs any work knowing it to be contrary to the State of Michigan's Construction Codes, the contractor shall assume full responsibility and shall bear all attributable costs.

12. **Employees and Superintendence:** Contractor shall enforce good order among his/her employees and shall not employ on the work any disorderly, intemperate, or unfit person or anyone not skilled in the work assigned to him/her. Contractor or a competent person having authority to act for him/her shall be at the work at all times. He/She shall have the plans and specifications available on the site at all times.

    a. Michigan Residency: Pursuant to 1988 PA 504, *50* percent of the persons working on this project and employed by the prime contractor or subcontractors shall have been residents of the State of Michigan for not less than one year before beginning work.

13. **Other Contracts:** The state may let other contracts in connection with the work and the contractor shall properly connect and coordinate his/her work with the work of such other contractors. The state shall not be liable for any damages or increased costs occasioned by the failure of other contractors to execute their work as may be anticipated by these documents.

14. **Protection:** The contractor shall be responsible for the protection of state property during the period of construction and shall exercise care to prevent damage to structures, utility services, storm and sanitary drainage systems, lawns, trees, plant material, fences, walks, drives, roadways, and other improvements in and adjacent to the area of work under the contract.

15. **Insurance:** No work connected with this contract shall be started until the contractor has submitted original signed certificates of insurance covering general liability and workers' compensation indicating (a) all workers are insured to protect him/her from claims for damages for personal injury or death which may arise from operations under this contract as required by Michigan statute and that (b) he/she has the following liability insurance coverage: Commercial General Liability limits shall be $2,000,000.00 each occurrence, $2,000,000.00 general aggregate, $2,000,000.00 products and completed operations aggregate, $1,000,000.00 personal and advertising injury. Commercial Automobile Liability limits shall be $2,000,000.00 combined single limit, $1,000,000 Each Occurrence Limit, $500,000 Fire Damage Limit (any one fire). All of the above insurance shall be maintained during the life of this contract. Partial payments shall not

relieve the contractor from full responsibility for any damage which may result from any cause including fire or other casualty until completion of the contract and final payment. Any casualties shall not relieve the contractor from performing the contract.

Insurance Companies must have a rating of “A—” or better as listed by A.M. Best Company. The State of Michigan must be named as an additional insured.

16. **Michigan Right-to-Know Law:** All contractors must conform to the provisions of the Michigan Right-to-Know Law, 1986 PA 80 which requires employers to:

    a. develop a communication program designed to safeguard the handling of hazardous chemicals through labeling of chemical containers and development and availability of Material Safety Data Sheets;

    b. provide training for employees who work with these chemicals.

    c. develop a written hazard communications program.

17. **Changes:** Contractor shall make changes in the contracted work only as ordered in writing by the director.

18. **Inspection:** Contractor shall at all times permit and facilitate inspection of the work by the director. The state unit will designate an inspector for this contract. It will be the responsibility of this contractor to notify the inspector of the date operations are to start and to contact the inspector periodically during the course of the work to insure that work is being performed in accordance with the conditions of this contract.

19. **Termination for Breach:** The state may terminate this contract when violations are not stopped immediately and corrected within a reasonable length of time after notification by the director or when the approved progress schedule is not met because of failure of the contractor to prosecute the work. In the event of such termination, the state may complete the contracted work and the contractor will be liable for any excess cost occasioned the state thereby and in such case the state may take possession of and utilize in completing the work such materials and equipment as may be on the site and necessary.

20. **Clean Up:** Contractor shall at all times keep the premises free from accumulations of waste material or rubbish caused by his/her employees or work and at the completion of the work. he/she shall remove all his/her waste, tools, equipment, staging and surplus materials from the structure and grounds and leave his/her work clean and ready for use.

21. **Guarantee:** Contractor shall furnish the state with a written guarantee to remedy any defects due to faulty materials or labor which appear in the work within one year from the date of final acceptance by the state.

22. **Payment:** Payment for the work will be made in one sum at the completion of the contract except that a single progress payment may be made at any time during the construction period for the value of the work completed, except in no case shall the amount of the payment exceed 50 percent of the value of the contract. If contractor expects to request partial payment, he/she shall submit a schedule of costs and quantities of the various parts of the work aggregating the total contract sum, such as the director may request. When requested, the contractor shall submit a statement based upon this schedule, itemized and supported as the director may require. Contract will not be considered complete until the work has been accepted as final by the state unit and the director and the attached "Guarantee and Statement” (DMB-437) has been completed and signed by the contractor. Payments will be made within 30 days after the Director has certified to the Owner that work is in place in the portion of the facility covered by the applicable request for payment in accordance with the Contract documents. Process of progress payments by the Owner may be deferred by the Owner until Work having a prior sequence, as provided in the Contract documents, is in place and is approved. Each Application of Payment shall certify that all monies owed by the Contractor to Subcontractors and Suppliers for which payment previously has been sought have been paid from the payments received.

23. **Prevailing Wage Rates:** The Prevailing Wage Law, Act 166 of the Public Acts of 1965 is applicable to this Contract. By law, prevailing wage rates are the rates contained in collectively bargained agreements covering the location of the state project. The purpose of establishing prevailing wage rates is to provide rates of pay for workers on construction projects for which the state or a school district is the contracting agent and which is financed or supported by the state. The Prevailing Wage Law requires that every contractor and subcontractor shall post a copy of all prevailing wage and fringe benefit rates prescribed in the contract at the construction site. An accurate record showing the name and occupation of and the wages and benefits paid to each construction mechanic must be kept by the employer and available for inspection by the department. Please pay special attention to the overtime requirements. A worker who believes he or she has not been paid the prevailing wage rate on a state project may file a complaint with the Wage Hour Administration, Bureau of Safety and Regulation, Department of Labor and Economic Development, 7150 Harris Drive, P.O. Box 30476, Lansing, Michigan 48909-7976, Phone: (517) 322-1825.

24. **Protection of Utility Services:** It is a requirement of this Contract, in accordance with Public Act 53 of 1974, as amended, that the Contractor give notice of construction intent to public utilities. "Miss Dig" (telephone number 1-800-482-7171, toll free) shall be notified a minimum of 72 hours (three working days) prior to construction activities. The Contractor shall provide for the protection of all public utility underground and above ground facilities that are to remain. Damage to any such utility services resulting from the Contractor's operations shall be repaired or replaced by the Contractor without additional cost to the State.

GENERAL REQUIREMENTS

1. The state unit will provide the following work:

   a. **State Salvage:** The state reserves the right to salvage certain items and equipment. Such items will be identified to the bidder at the time of his/her inspection of the proposed work. Salvaged items will be removed by state prior to commencement of work under the contract.

   b. **Moving Furnishings and Equipment:** The contractor shall give timely notice to state unit of all furnishings, window covering and movable equipment that will interfere with his/her work or which the contractor cannot protect with coverings of paper, plastic, drop cloths or clean tarpaulin. The contractor shall furnish, install. maintain and remove all coverings used to protect furnishings. window coverings and movable equipment.

2. **Project Coordination:**

   a. Prior to beginning work the contractor shall **meet** with the state unit and arrange the schedule for the project. Once the project is started, it shall be carried to completion without delay.

   b. Any building utility service interruptions or outages required by the contractor in performing the work shall be prearranged with the staff of the state unit and shall occur only during those scheduled times.

3. **Cutting and Patching:**

   a. The contractor shall do all cutting, fitting or patching of the work that may be required to make its several parts fit together properly or make new work join with the existing structure. The contractor shall take proper precautions so as not to endanger any existing work. The contractor shall not cut or alter existing structural members or foundations.

   b. Holes or openings cut in exterior walls and roofs for installation of materials or equipment shall be waterproofed by appropriate, approved materials and methods.

   c. All adjacent finished surfaces that are damaged by the new work shall be patched with materials matching existing surfaces. Joints between patched and existing material shall be straight smooth and flush. All patching material shall be applied by workers skilled in its installation.

4. **Mechanical Alteration Procedures:**

   a. All work which will necessitate shutting down of existing mechanical equipment or systems shall be made at such time as will not interfere with the normal use of the existing building.

   b. Any cutting of floors, walls, roofs or ceilings required to run new work or remove old shall be performed by the contractor requiring same and all patching on his/her work shall be done by the contractor to full satisfaction of the state unit.

   c. All piping in existing building shall be run concealed as far as practical in pipe spaces, ceiling spaces, tunnels, crawl spaces or similar areas, except as approved or directed by the state unit.

5. **Project Meetings:**

   a. **Preconstruction Conferences:** The state unit may schedule a preconstruction conference to be attended by the, state unit staff, and the contractors. Once the project has been started, the contractor shall carry it to completion without delay.

   b. **Meetings:** The state unit may schedule meetings to be held on the job site whenever needed to supply information necessary to prevent job interruptions, to observe the work or to inspect completed work. The contractor shall be represented at each meeting by persons with full authority to act for the contractor in regard to all portions of the work.

6. **Shop Drawings and Project Data:**

   a. Before the delivery of any material or equipment to the job site, the contractor shall submit to the state unit a complete list of material suppliers, subcontractors, and brand names of all materials proposed to be used in the project.

   b. The contractor shall check and verify all field measurements and shall submit to the state unit a minimum of five copies of shop drawings, product data catalogs, material schedules, safety data sheets, etc. Following examination by the state unit, three copies will be retained for the state's use and the remaining copies will be returned to the contractor with indication of approval or with notations for correction.

7. **Temporary Utilities:**

   a. The contractor shall furnish and install all temporary facilities and controls required by the work, shall remove them from state property upon completion of the work, and the grounds and existing facilities shall be restored to their original condition.

   b. Water and electricity will be available in the area where work will be performed. The contractor will not be charged for reasonable use of these services for construction operation. The contractor shall pay costs for installation and removal of any temporary connections including necessary safety devices and controls. Use of services shall not disrupt or interfere with operations of the state unit.

   c. Temporary Sanitary Facilities: The state unit will designate a permanent toilet facility on the premises for use by a personnel employed in the work. The contractor shall repair any damage to the toilet facility caused by his/her employees.

   d. Heating units if required shall be of type approved by the state unit. Equipment and surroundings shall be kept clean and in safe condition All direct fired space heaters, if used, shall be vented directly to the outside. The contractor shall pay for all fuel and/or electricity used for temporary heat.

8. **Construction Aids:**

   a. The contractor shall furnish, install, and maintain as long as necessary and remove when no longer required, safe and adequate scaffolding, ladders, staging, platforms, chutes, railings, hoisting equipment, etc., as required for proper execution of the work. All construction aids shall conform to federal, state, and local codes or laws for protection of workers and the public.

   b. **Debris Chute:** The contractor shall use a chute to lower debris resulting from his/her work. The chute shall be the enclosed type with its discharge directly into the truck.

9. **Barriers and Enclosures:** The contractor shall furnish, install and maintain as long as necessary and remove when no longer required adequate barriers, warning signs or lights at all dangerous points throughout the work for protection of property, workers and the public. The contractor shall hold the State of Michigan harmless from damage or claims arising out of any injury or damage that may be sustained by any person or persons as a result of the work under the contract.

10. **Contract Close Out:**

    a. **Substantial Completion:** The contractor shall notify the state unit when the work will be substantially complete and ready for inspection and preparation of a list of minor replacement, correction and adjustment items. The contractor shall be represented on the job site at the time this inspection is made and thereafter shall complete all work by the date set for final acceptance by the owner.

    b. **Cleaning:**

       (1) **Regular Cleaning:** All scrap or removed material, debris or rubbish shall be regularly removed from the project at the end of each working day. No discarded material shall be deposited on the grounds of the state unit without the express permission of the physical plant engineer or administrative officer. No salvage or surplus material may be sold on the premises of the state unit.

       (2) **Final Cleaning:** Just prior to final acceptance by the state unit, the contractor shall clean all of the work and existing surfaces, building elements and contents that were soiled by his/her operations and make repairs for any damage or blemish that was caused by the work.

11. **Project Record Documents:** The contractor shall furnish to state unit with the request for final payment reproducible drawings or plans, and any sections or details necessary, clearly showing the actual path and location of material and equipment installed in this project.

12. **Warranties:** The contractor shall forward to the state unit Form PR-1628E covering statements concerning guarantee and indebtedness, and any other special warranties or requirements of the contract documents.

State of Michigan
Department of Energy, Labor and Economic Growth

Wage and Hour Division
7150 Harris Dr.
PO Box 30476
Lansing, MI 48909-7976
Telephone: 517-322-1825
Fax: 517-322-6352
www.michigan.gov/wagehour

Official Request #: 221
Requestor: DEPT. OF NATURAL RESOURCES
Project Description: CONSTRUCT POLE BARN
Project Number: MAPLE RIVER STATE GAME AREA - WETLAND UNIT

Gratiot County

Official 2010 Prevailing Wage Rates for State Funded Projects

Issue Date: 2/23/2010
Contract must be awarded by: 5/24/2010

Classification Name	Description		Last Updated	Straight Hourly	Time and a Half	Double Time	Overtime Provision
Bricklayer							
Bricklayer, Stone, and Artificial Masonry		BR9-7-BL	10/30/2009	$39.98	$52.79	$65.59	H H H X X X X D Y
	Apprentice Rates:						
	0-749 hours			$29.74	$37.43	$45.11	
	750-1499 hours			$31.02	$39.35	$47.67	
	1500-2249 hours			$32.30	$41.27	$50.23	
	2250-2999 hours			$33.58	$43.19	$52.79	
	3000-3749 hours			$34.86	$45.11	$55.35	
	3750-4499 hours			$36.14	$47.03	$57.91	
	4500-5249 hours			$37.42	$48.95	$60.47	
Carpenter							
Carpenter, acoustical ceiling tile erector, piledriver		CA706Z4-CA	3/9/2009	$37.74	$50.28	$62.82	H H H H H H H D Y
	Apprentice Rates:						
	1st year			$25.20	$31.47	$37.74	
	2nd year			$30.22	$39.00	$47.78	
	3rd year			$31.47	$40.88	$50.28	
	4th year			$33.98	$44.64	$55.30	
Cement Finisher							
Cement Finisher		BR9-7-CF	10/30/2009	$36.77	$48.71	$60.65	H H D X X X D D Y
	Apprentice Rates:						
	0-749 hours			$28.41	$36.17	$43.93	
	750-1499 hours			$29.61	$37.97	$46.33	
	1500-2249 hours			$30.80	$39.75	$48.71	
	2250-2999 hours			$31.99	$41.54	$51.09	
	3000-3749 hours			$33.19	$43.34	$53.49	
	3750-4499 hours			$34.38	$45.13	$55.87	
Cement Mason							
Cement Mason		PL16-12	10/16/2009	$35.74	$48.20	$60.65	H H H H H H H D Y
Four 10s allowed Monday-Thursday with Friday or Saturday inclement weather make up days. Saturday hours for inclement weather make up shall be paid straight rate unless over 40 hours worked.							
	Apprentice Rates:						
	1st year			$27.02	$35.11	$43.21	
	2nd year			$29.51	$38.85	$48.19	
	3rd year			$32.00	$42.59	$53.17	

Official Rate Schedule
Every contractor and subcontractor shall keep posted on the construction site, in a conspicuous place, a copy of all prevailing wage and fringe benefit rates prescribed in a contract.

Drywall

Drywall Finisher	PT-1803-DF	10/9/2009	$34.54	$45.94	$57.33	H	H	H	H	H	H	H	D	Y

4 10 hour days allowed on consecutive days, Monday-Friday. Make up day allowed M-F for work missed due to holidays or inclement weather.

Apprentice Rates:

0 - 900 hours	$23.15	$28.85	$34.55
901- 1800 hours	$26.56	$33.97	$41.37
1801 - 2700 hours	$29.98	$39.09	$48.21
2701 - 3600 hours	$32.26	$42.51	$52.77

Electrician

Inside Wireman	EC-557-IW	9/8/2009	$46.57	$66.22	$85.86	H	H	H	H	H	H	H	D	N

Apprentice Rates:

1st Period	$21.61	$29.47	$37.32
2nd Period	$25.55	$35.38	$45.20
3rd Period	$29.48	$41.27	$53.06
4th Period	$31.44	$44.21	$56.98
5th Period	$35.38	$50.12	$64.86
6th Period	$40.28	$57.47	$74.66
6th Period, after 1st 6 months	$40.53	$58.07	$75.58

Subdivision of county Townships of Seville, Pine River, Bethany, Wheeler, Sumner, Arcada, Ithaca, Emerson, LaFayette, New Haven, Newark, North Star, Hamilton, Washington and Elba ONLY.

Voice-Data-Video Installer/Technician	EC-557-SC	3/6/2007	$33.50	$46.88	$60.27	X	X	H	X	X	X	H	D	Y

Apprentice Rates:

1st Period	$21.05	$29.02	$36.98
2nd Period	$23.71	$33.01	$42.30
3rd Period	$26.36	$36.98	$47.60
4th Period	$29.02	$40.97	$52.92

Subdivision of county Townships of Seville, Pine River, Bethany, Wheeler, Sumner, Arcada, Ithaca, Emerson, LaFayette, New Haven, Newark, North Star, Hamilton, Washington, & Elba

Inside Wireman	EC-665-IW	3/6/2007	$48.26	$64.72	$81.18	H	H	D	H	H	H	D	D	Y

Apprentice Rates:

0-1000 hours	$27.79	$35.18	$42.60
1000-2000 hours	$29.44	$37.68	$45.90
2000-3500 hours	$31.08	$40.13	$49.17
3500-5000 hours	$34.38	$45.09	$55.78
5000-6500 hours	$37.67	$50.01	$62.35
6500-8000 hours	$40.96	$54.96	$68.94

Subdivision of county North Shade & Fulton townships

Sound and Communication Journeyman	EC-665-SD	12/8/2008	$37.23	$49.49	$61.76	H	H	D	H	H	H	D	D	Y

Apprentice Rates:

1st period	$21.54	$27.68	$33.81
2nd period	$23.10	$29.85	$36.60
3rd period	$24.68	$32.04	$39.41
4th period	$26.25	$34.22	$42.20
5th period	$27.82	$36.41	$45.00
6th period	$29.38	$38.58	$47.78

Subdivision of county North Shade and Fulton townships

Lineman/Technician outside utility and commercial power and high voltage pipe type cable work and electrical underground.	EC-876	11/18/2009	$47.05	$68.11	$89.17	H	H	H	H	H	H	H	D	Y

Four 10s allowed Monday-Thursday with Friday makeup or Tuesday-Friday with Monday makeup.

	Apprentice Rates:													
	1st period			$30.20	$42.69	$55.26								
	2nd period			$32.32	$46.02	$59.70								
	3rd period			$34.42	$49.16	$63.90								
	4th period			$36.53	$52.33	$68.12								
	5th period			$38.63	$55.47	$72.32								
	6th period			$40.74	$58.64	$76.54								
	7th period			$42.84	$61.79	$80.74								
Glazier														
Glazier		GL-826	10/7/2009	$40.12	$53.94	$67.75	H	H	H	H	D	D	D	D	Y
	Apprentice Rates:													
	1st 6 months			$29.07	$37.36	$45.65								
	2nd 6 months			$30.45	$39.43	$48.41								
	3rd 6 months			$31.83	$41.50	$51.17								
	4th 6 months			$33.21	$43.57	$53.93								
	5th 6 months			$34.59	$45.64	$56.69								
	6th 6 months			$35.98	$47.73	$59.47								
	7th 6 months			$37.36	$49.79	$62.23								
	8th 6 months			$38.74	$51.87	$64.99								
Heat and Frost Insulator														
Spray Insulation		AS25S	3/5/2007	$20.14	$29.14		H	H	H	H	H	H	H	H	N
Heat and Frost Insulator and Asbestos Worker														
Heat and Frost Insulator and Asbestos Worker 4 ten hour work days shall be either Monday thru Thursday or Tuesday thru Friday		AS47	7/20/2009	$43.80	$58.01	$72.22	H	H	H	H	H	H	H	D	Y
	Apprentice Rates:													
	1st year			$25.48	$32.59	$39.69								
	2nd year			$29.14	$37.67	$46.19								
	3rd year			$32.80	$42.75	$52.69								
	4th year			$36.47	$47.84	$59.21								
	5th year			$40.14	$52.93	$65.72								
Rigging Work		IR-25-RIG	8/14/2009	$56.98	$85.28	$113.58	H	H	H	H	H	H	H	D	N
	Apprentice Rates:													
	Level 1& 2			$32.28	$48.17	$64.05								
	Level 3			$35.11	$52.41	$69.71								
	Level 4			$37.93	$56.64	$75.35								
	Level 5			$40.76	$60.89	$81.01								
	Level 6			$43.59	$65.13	$86.67								
Decking 4 tens may be worked Monday thru Thursday @ straight time. If bad weather, Friday may be a make up day. If holiday celebrated on a Monday, 4 10s may be worked Tuesday thru Friday. Work in excess of 12 hours per day must be paid @ double time.		IR-25-SD	8/14/2009	$48.94	$73.16	$97.37	H	H	H	H	H	H	D	D	Y
Structural, ornamental, conveyor, welder and pre-cast 4 tens may be worked Monday thru Thursday @ straight time. If bad weather, Friday may be a make up day. If holiday celebrated on a Monday, 4 10s may be worked Tuesday thru Friday. Work in excess of 12 hours per day must be paid @ double time.		IR-25-STR	8/14/2009	$57.11	$85.41	$113.71	H	H	H	H	H	H	D	D	Y

	Apprentice Rates:												
	Levels 1 & 2			$32.28	$48.17	$64.05							
	Level 3			$35.11	$52.41	$69.71							
	Level 4			$37.93	$56.64	$75.35							
	Level 5			$40.76	$60.89	$81.01							
	Level 6			$43.58	$65.12	$86.65							
	Level 7			$46.41	$69.37	$92.31							
	Level 8			$49.24	$73.60	$97.97							
Industrial Door erection & construction		IR-25-STR-D	3/28/2008	$35.72	$47.34	$58.96	H	H	D	H	H	H	D	D	Y
Fence, Sound Barrier & Guardrail erection/installation and Exterior Signage work Four ten hour work days may be worked during Monday-Saturday.		IR-340-F2	8/13/2009	$26.80	$36.63	$46.45	X	X	H	X	X	X	H	D	N
	Apprentice Rates:												
	60% Level			$18.70	$24.59	$30.49							
	65% Level			$19.71	$26.10	$32.48							
	70% Level			$20.73	$27.61	$34.49							
	75% Level			$21.74	$29.11	$36.48							
	80% Level			$22.75	$30.61	$38.47							
Laborer													
Class A Laborer on building and heavy construction work, mortar mixers, mason tender, carpenter tender, fire watch, all 3" pumps and below, plaster mixers, plaster tenders, pipe or crock layers, signal men and top men on caisson work, mechanized buggy operators, cement finisher tender, air, electric and gas-driven tools, concrete vibrators & demolition work Cleaning and clearing of all debris, including wire brushing of windows, scraping of floors, removal of surplus material from all fixtures within confines of structure and cleaning all debris in building and construction area. The general cleanup, including sweeping, cleaning, washdown and wiping of construction facility, equipment and furnishings and removal and loading or burning of all debris including crates, boxes, packaging waste material. Washing and cleaning of walls, partitions, ceilings, windows, bathrooms, kitchens, laboratory, and all fixtures and facilities therein. Cleanup, mopping, washing, waxing and polishing or dusting of all floors or areas.		L1098-S-A	11/9/2009	$29.68	$39.04	$48.39	H	H	H	H	H	H	H	D	Y
	Apprentice Rates:												
	0-1,000 work hours			$25.00	$32.01	$39.03							
	1,001-2,000 work hours			$25.94	$33.43	$40.91							
	2,001-3,000 work hours			$26.87	$34.82	$42.77							
	3,001-4,000 work hours			$28.74	$37.63	$46.51							
Class B Laborer air or electric-driven pavement breakers and jackhammers over 50 lbs., tunnel miners and tunnel muckers, tunnel and shaft underpinning contributing to the structural support of buildings		L1098-S-B	7/16/2009	$30.18	$39.79	$49.39	H	H	H	H	H	H	H	D	Y
	Apprentice Rates:												
	0-1,000 work hours			$25.38	$32.59	$39.79							
	1,001-2,000 work hours			$26.34	$34.03	$41.71							
	2,001-3,000 work hours			$27.30	$35.47	$43.63							
	3,001-4,000 work hours			$29.22	$38.35	$47.47							

Class C Laborer-drillers, blasters, burners, welders, & refractory work	L1098-S-C	1/22/2010	$30.68	$40.54	$50.39	H	H	H	H	H	H	H	D	Y
Apprentice Rates:														
0-1,000 work hours			$25.75	$33.14	$40.53									
1,001-2,000 work hours			$26.74	$34.63	$42.51									
2,001-3,000 work hours			$27.72	$36.09	$44.47									
3,001-4,000 work hours			$29.69	$39.05	$48.41									
Landscape Laborer														
Landscape Specialist includes air, gas, and diesel equipment operator, lawn sprinkler installer on landscaping work where seeding, sodding, planting, cutting, trimming, backfilling, rough grading or maintenance of landscape projects occurs. Sundays paid at time & one half. Holidays paid at double	LLAN-Z2-A	7/9/2009	$24.65	$33.97	$43.28	X	X	H	X	X	X	H	D	Y
All work pertaining to landscaping where seeding, sodding, planting, cutting, trimming, backfilling, rough grading or maintaining of landscape projects occurs which may include small power tool operator, lawn sprinkler installer helper, material mover, truck driver. Sundays paid at time & one half. Holidays paid at double time.	LLAN-Z2-B	7/9/2009	$20.45	$27.67	$34.88	X	X	H	X	X	X	H	D	Y
Operating Engineer														
Class C- Regular equipment operator, crane, stiff leg derrick, scraper dozer, grader, front end loader, hoist, job mechanic, head grease man, concrete pump truck and hydro excavators Four 10 hour days may be scheduled Monday-Thursday or Tuesday-Friday. Work not performed due to weather,	EN-324-BH2C	9/28/2009	$44.95	$58.47	$71.99	H	H	H	H	H	H	H	D	Y
Apprentice Rates:														
1st 6 months			$36.34	$45.81	$55.27									
2nd 6 months			$37.69	$47.83	$57.97									
3rd 6 months			$39.04	$49.85	$60.67									
4th 6 months			$40.39	$51.88	$63.37									
5th 6 months			$41.75	$53.92	$66.09									
6th 6 months			$43.10	$55.95	$68.79									
Class D- Air tugger (single drum), material hoist, boiler operator, sweeping machine, winch truck, Bob Cat and similar equipment, elevators (when operated by an operating engineer), and fork truck over 20' lift Four 10 hour days may be scheduled Monday-Thursday or Tuesday-Friday. Work not performed due to weather, Monday-Thursday may be scheduled on Friday.	EN-324-BH2D	9/28/2009	$40.15	$51.27	$62.39	H	H	H	H	H	H	H	D	Y
Class E- Pump 6" or over, well points, freeze systems, boom truck (non-swinging), end dumps and laser/power screed, concrete wire saw 20 h.p. and over and brokk concrete breaker Four 10 hour days may be scheduled Monday-Thursday or Tuesday-Friday. Work not performed due to weather, Monday-Thursday may be scheduled on Friday.	EN-324-BH2E	9/28/2009	$39.55	$50.37	$61.19	H	H	H	H	H	H	H	D	Y
Class F- Air compressor, welder, generators, conveyors, pumps under 6", Grease man, and fork truck 20' or less lift Four 10 hour days may be scheduled Monday-Thursday	EN-324-BH2F	9/28/2009	$37.10	$46.70	$56.29	H	H	H	H	H	H	H	D	Y

or Tuesday-Friday. Work not performed due to weather,

Class G- Oiler, fireman and heater operator	EN-324-BH2G	9/28/2009	$35.40	$44.15	$52.89	H	H	H	H	H	H	H	D	Y
Four 10 hour days may be scheduled Monday-Thursday or Tuesday-Friday. Work not performed due to weather, Monday-Thursday may be scheduled on Friday.														
Class A- Crane w/ main Boom & Jib 220' or longer	EN-OSA	9/28/2009	$46.30	$60.50	$74.69	H	H	H	H	H	H	H	D	Y
Four 10 hour days may be scheduled Monday-Thursday or Tuesday-Friday. Work unabled to be performed due to weather, Monday-Thursday may be scheduled on														
Class A- Crane w/ main Boom & Jib 300' or longer	EN-OSA3	9/28/2009	$47.80	$62.75	$77.69	H	H	H	H	H	H	H	D	Y
Four 10 hour days may be scheduled Monday-Thursday or Tuesday-Friday. Work unabled to be performed due to weather, Monday-Thursday may be scheduled on														
Class A- Crane w/ main Boom & Jib 400' or longer	EN-OSA4	9/28/2009	$49.30	$65.00	$80.69	H	H	H	H	H	H	H	D	Y
Four 10 hour days may be scheduled Monday-Thursday or Tuesday-Friday. Work not performed due to weather, Monday-Thursday may be scheduled on Friday.														
Class B- Crane Operator with main boom and jib 140' or longer, tower cranes, gantry crane, whirley derrick	EN-OSB	9/28/2009	$46.05	$60.12	$74.19	H	H	H	H	H	H	H	D	Y
Four 10 hour days may be scheduled Monday-Thursday or Tuesday-Friday. Work unabled to be performed due to weather, Monday-Thursday may be scheduled on														
Painter														
Painter	PT-1803-P	10/9/2009	$32.68	$43.57	$54.46	H	H	H	H	H	H	H	D	Y
4 10 hour days allowed on consecutive days, Monday-Friday. Make up day allowed M-F for work missed due to holidays or inclement weather.														
	Apprentice Rates:													
	1st year		$20.90	$25.90	$30.90									
	2nd year		$25.06	$32.14	$39.22									
	3rd year		$28.32	$37.03	$45.74									
Plasterer														
Plasterer	BR9-7-PL	10/30/2009	$37.90	$49.92	$61.94	H	H	H	X	X	X	X	D	Y
	Apprentice Rates:													
	0-749 hours		$29.49	$37.30	$45.12									
	750-1499 hours		$30.69	$39.10	$47.52									
	1500-2249 hours		$31.89	$40.90	$49.92									
	2500-2999 hours		$33.09	$42.70	$52.32									
	3000-3749 hours		$34.29	$44.50	$54.72									
	3750-4499 hours		$35.50	$46.32	$57.14									
Plasterer	PL16-4	10/16/2009	$37.70	$50.89	$64.07	H	H	H	H	H	H	H	D	N
	Apprentice Rates:													
	1st year		$28.47	$37.04	$45.61									
	2nd year		$31.11	$41.00	$50.89									
	3rd year		$33.74	$44.95	$56.15									

Plumber, Pipefitter, Welder

Plumber, Pipefitter, Welder	PL-85-Z1	5/18/2009	$47.98	$63.17	$78.36	H	H	H	H	H	H	H	D	Y
Apprentice Rates:														
1st 6 months			$28.22	$35.81	$43.41									
2nd 6 months			$30.25	$38.60	$46.96									
3rd 6 months			$32.29	$41.40	$50.52									
4th 6 months			$34.33	$44.20	$54.08									
5th 6 months			$36.37	$47.00	$57.64									
6th 6 months			$38.40	$49.79	$61.18									
7th 6 months			$40.44	$52.59	$64.74									
8th 6 months			$42.48	$55.39	$68.30									
9th & 10th 6 months			$44.52	$58.19	$71.86									

Roofer

Commercial Roofer	RO-149-MMA	8/15/2008	$38.61	$50.72	$62.82	H	H	H	H	H	H	H	D	Y
Straight time is not to exceed ten (10) hours per day or forty (40) hours per week.														
Apprentice Rates:														
Apprentice 1			$23.23	$27.64	$32.06									
Apprentice 2			$25.14	$30.51	$35.88									
Apprentice 3			$27.09	$33.44	$39.78									
Apprentice 4			$29.00	$36.30	$43.60									
Apprentice 5			$30.92	$39.18	$47.44									
Apprentice 6			$32.83	$42.04	$51.26									

Sheet Metal Worker

Sheet Metal Worker	SHM-7-3	9/9/2009	$44.08	$57.31	$70.53	H	H	D	H	H	H	D	D	Y
4 10s allowed as consecutive days, M-Th or T-F														
Apprentice Rates:														
1st 6 months			$14.76	$19.89	$25.03									
2nd 6 months			$17.17	$22.95	$28.73									
3rd 6 months			$18.93	$25.35	$31.77									
4th 6 months			$21.30	$28.36	$35.42									
5th 6 months			$23.08	$30.79	$38.49									
6th 6 months			$25.47	$33.82	$42.16									
7th 6 months			$27.25	$36.24	$45.23									
8th 6 months			$29.62	$39.25	$48.88									

Truck Driver

of all trucks of 8 cubic yd capacity or over	TM-RB2	9/17/2009	$36.84	$36.44		H	H	H	H	H	H	H	H	Y
of all trucks of 8 cubic yard capacity or less	TM-RB2A	9/17/2009	$36.74	$36.29		H	H	H	H	H	H	H	H	Y
on euclid type equipment	TM-RB2B	9/17/2009	$36.99	$36.66		H	H	H	H	H	H	H	H	Y

STATE OF MICHIGAN

JENNIFER M. GRANHOLM
GOVERNOR

DEPARTMENT OF ENERGY, LABOR & ECONOMIC GROWTH
LANSING

STANLEY "SKIP" PRUSS
DIRECTOR

REQUIREMENTS OF THE PREVAILING WAGES ON STATE PROJECTS ACT, PUBLIC ACT 166 OF 1965

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

State of Michigan responsibilities under the law:

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

Contracting agent responsibilities under the law:

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

Contractor responsibilities under the law:

- Every contractor and subcontractor shall keep posted on the construction site, in a conspicuous place, a copy of all prevailing rates prescribed in a contract.
- Every contractor and subcontractor shall keep certified payrolls, as used in the industry, of each and every construction mechanic, and verification of such certified payroll in writing by either a representative or auditor/certified accountant at the end of such a

DELEG is an equal opportunity employer/program.
Auxiliary aids, services and other reasonable accommodations are available upon request to individuals with disabilities.

WAGE & HOUR DIVISION
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certified payroll. These records should include the occupation and indicate the hours worked on each project for each classification and the actual wages and benefits paid. This record shall be available for reasonable inspection by the contracting agent or the department.

- Each contractor or subcontractor is separately liable for the payment of the prevailing rate to its employees.
- The prime contractor is responsible for advising all subcontractors of the requirement to pay the prevailing rate prior to commencement of work.
- The prime contractor is secondarily liable for payment of prevailing rates that are not paid by a subcontractor.
- A construction mechanic shall only be paid the apprentice rate if registered with the United States Department of Labor, Bureau of Apprenticeship and Training and the rate is included in the contract.

Enforcement:

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

A violation of Act 166 may result in the contractor's name being added to the Prevailing Wage Act Violators List published on the division's website, updated monthly. This list includes the names and addresses of contractors and subcontractors the division has found in violation of Act 166 based on complaints from individuals and third parties. The Prevailing Wage Act Violators List is intended to inform contracting agents of contractors that have violated Act 166 for use in determining who should receive state-funded projects.

Michigan Department Energy, Labor & Economic Growth
Wage & Hour Division
Overtime Provisions for MICHIGAN PREVAILING WAGE RATE
COMMERCIAL SCHEDULE

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

	Monday thru Friday	Saturday	Sunday & Holidays	Four 10s
First 8 Hours		**4**	**8**	**9**
9th Hour	**1**	**5**		
10th Hour	**2**	**6**		
Over 10 hours	**3**	**7**		

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

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

Overtime on Sundays & Holidays
The 8th character is for time worked on Sunday or on a holiday

Four Ten Hour Days
The 9th character indicates if an optional 4-day 10-hour per day workweek can be worked ***between Monday and Friday*** **without paying overtime after 8 hours worked, unless otherwise noted in the rate schedule. To** ***utilize a 4 ten workweek, notice is required from the employer to employee prior to the start of work on the project.***

2. Overtime Indicators Used in the Overtime Provision:
H - means TIME AND ONE-HALF due
X - means TIME AND ONE-HALF due after 40 HOURS worked
D - means DOUBLE PAY due
Y - means YES an optional 4-day 10-hour per day workweek can be worked without paying overtime after 8 hours worked
N - means NO an optional 4-day 10-hour per day workweek *can not* be worked without paying overtime after 8 hours worked

3. EXAMPLES:
HHHHHHHDN - This example shows that the 1½ rate must be used for time worked after 8 hours Monday thru Friday *(characters 1 - 3);* for all hours worked on Saturday, 1½ rate is due *(characters 4 - 7).* Work done on Sundays or holidays must be paid double time *(character 8).* The N *(character 9)* indicates that 4 ten-hour days is not an acceptable workweek at regular pay.

XXXHHHHDY - This example shows that the 1½ rate must be used for time worked after 40 hours are worked Monday thru Friday *(characters 1-3);* for hours worked on Saturday, 1½ rate is due *(characters 4 – 7).* Work done on Sundays or holidays must be paid double time *(character 8).* The Y *(character 9)* indicates that 4 ten-hour days is an acceptable alternative workweek.

(REV 09/29/09)

ENGINEERS - CLASSES OF EQUIPMENT LIST

UNDERGROUND ENGINEERS

CLASS I

Backfiller Tamper, Backhoe, Batch Plant Operator, Clam-Shell, Concrete Paver (2 drums or larger), Conveyor Loader (Euclid type), Crane (crawler, truck type or pile driving), Dozer, Dragline, Elevating Grader, End Loader, Gradall (and similar type machine), Grader, Power Shovel, Roller (asphalt), Scraper (self propelled or tractor drawn), Side Broom Tractor (type D-4 or larger), Slope Paver, Trencher (over 8' digging capacity), Well Drilling Rig, Mechanic, Slip Form Paver, Hydro Excavator.

CLASS II

Boom Truck (power swing type boom), Crusher, Hoist, Pump (1 or more 6" discharge or larger gas or diesel powered by generator of 300 amps 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' digging capacity and smaller), Vac Truck.

CLASS III

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, ½ yard or larger), Elevator (other than passenger), Maintenance Man, Mechanic Helper, Pump (2 or more 4" up to 6" discharge, gas or diesel powered, excluding submersible pump), Pumpcrete Machine (and similar equipment), Wagon Drill Machine, Welding Machine or Generator (2 or more 300 amp or larger, gas or diesel powered).

CLASS IV

Boiler, Concrete Saw (40HP or over), Curing Machine (self-propelled), Farm Tractor (w/attachment), Finishing Machine (concrete), Firemen, Hydraulic Pipe Pushing Machine, Mulching Equipment, Oiler (2 or more up to 4", exclude submersible), Pumps (2 or more up to 4" discharge if used 3 hrs or more a day-gas or diesel powered, excluding submersible pumps), Roller (other than asphalt), Stump Remover, Vibrating Compaction Equipment (6' wide or over), Trencher (service) Sweeper (Wayne type and similar equipment), Water Wagon, Extend-a-Boom Forklift.

HAZARDOUS WASTE ABATEMENT ENGINEERS

CLASS I

Backhoe, Batch Plant Operator, Clamshell, Concrete Breaker when attached to hoe, Concrete Cleaning Decontamination Machine Operator, Concrete Pump, Concrete Paver, Crusher, Dozer, Elevating Grader, Endloader, Farm Tractor (90 h.p. and higher), Gradall, Grader, Heavy Equipment Robotics Operator, Hydro Excavator, Loader, Pug Mill, Pumpcrete Machines, Pump Trucks, Roller, Scraper (self-propelled or tractor drawn), Side Boom Tractor, Slip Form Paver, Slope Paver, Trencher, Ultra High Pressure Waterjet Cutting Tool System Operator, Vactors, Vacuum Blasting Machine Operator, Vertical Lifting Hoist, Vibrating Compaction Equipment (self-propelled), and Well Drilling Rig.

CLASS II

Air Compressor, Concrete Breaker when not attached to hoe, Elevator, End Dumps, Equipment Decontamination Operator, Farm Tractor (less than 90 h.p.), Forklift, Generator, Heater, Mulcher, Pigs (Portable Reagent Storage Tanks), Power Screens, Pumps (water), Stationary Compressed Air Plant, Sweeper, Water Wagon and Welding Machine.

Revised: 05/23/08

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Informational Sheet: Prevailing Wages on State Projects
General Information Regarding Fringe Benefits

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

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

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

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

Vacation	40 hours X $14.00 per hour = $560/2080 =	$.27
Dental insurance	$31.07 monthly premium X 12 mos. = $372.84 /2080 =	$.18
Vision insurance	$5.38 monthly premium X 12 mos. = $64.56/2080 =	$.03
Health insurance	$230.00 monthly premium X 12 mos. = $2,760.00/2080 =	$1.33
Life insurance	$27.04 monthly premium X 12 mos. = $324.48/2080 =	$.16
Tuition	$500.00 annual cost/2080 =	$.24
Bonus	4 quarterly bonus/year x $250 = $1000.00/2080 =	$.48
401k Employer Contribution	$2000.00 total annual contribution/2080 =	$.96
Total Hourly Credit		$3.65

Other examples of the types of fringe benefits allowed:

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

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

- Legally required payments, such as:
  - Unemployment Insurance payments
  - Workers' Compensation Insurance payments
  - FICA (Social Security contributions, Medicare contributions)
- Reimbursable expenses, such as:
  - Clothing allowance or reimbursement
  - Uniform allowance or reimbursement
  - Gas allowance or reimbursement
  - Travel time or payment
  - Meals or lodging allowance or reimbursement
  - Per diem allowance or payment
- Other payments to or on behalf of a construction mechanic that are not wages or fringe benefits, such as:
  - Industry advancement funds
  - Financial or material loans