



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:		Questions regarding the project should be directed to:	
The Issuing Officer: PATRICK AVENDT	Telephone No.: (517) 373-9902	Site Contact/Project Manager's Name: MR. DAN MULLEN	Telephone Number: (989) 724-5126
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.)		Division/Office Name: DNRE RECREATION DIVISION	
		Field Unit Name: HARRISVILLE STATE PARK	
		Street Address of Park Headquarters: 248 STATE PARK ROAD, P.O. BOX 326	
		City: HARRISVILLE	State: ZIP: MI 48740

- 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: 24-3226
PROJECT LOCATION (location where the work is being done) HARRISVILLE STATE PARK		COUNTY: ALCONA
NAME OF CONSTRUCTION PROJECT: BITUMINOUS SURFACING OF TRAIL		
MANDATORY PRE-BID MEETING: MONDAY, MAY 3, 2010 at 1:00 p.m. at the Park Headquarters, 248 State Park Rd., Harrisville, MI 48740		
BID OPENING:	DATE: FRIDAY, MAY 14, 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.



PROPOSAL AND CONTRACT for DNRE

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: FRIDAY, MAY 14, 2010 2:00 p.m. Local Time	CONTACT INFORMATION FOR EXAMINATION OF PREMISES AND WORKING CONDITIONS AT		For DNR Issuing Officer CONTRACT NO. COMMODITY CODE:
	Site Contact/Project Manager's Name: MR. DAN MULLEN	Telephone Number: (989) 724-5126	
DEPARTMENT (751): DNRE - DIVISION /OFFICE NAME RECREATION DIVISION		FIELD UNIT NAME HARRISVILLE STATE PARK	
PROJECT LOCATION (WORK SITE) 248 STATE PARK ROAD, HARRISVILLE, MI		PROJECT NAME BITUMINOUS SURFACING OF TRAIL	
PROJECT NUMBER: 24-3226			

SCOPE OF WORK: The Work to be completed under this contract includes: Providing all labor, materials, and equipment to place approximately 350 tons of 13A bituminous mixture on a trail that is approx. 2,800 linear feet by 10 ft. wide, and related items as shown on the drawings and specified herein, Harrisville State Park, Alcona County, Michigan. **Mandatory pre-bid meeting:** Monday, May 3, 2010 at 1:00 p.m. at the Park Headquarters, 248 State Park Rd., Harrisville, MI 48740

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

BIDDER'S Section: (See attached Instructions To Bidders, General Conditions And General Requirements.)	
<ul style="list-style-type: none"> 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 Contractor is responsible for all necessary permits for this project, unless otherwise indicated on the Bid Form, Technical Specifications, or Drawings.

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

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.

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.



2009 MICHIGAN PREVAILING WAGE RATE SCHEDULE
for Parking Lot, ROAD, HIGHWAY, BRIDGE & AIRPORT CONSTRUCTION

Issue Date: 04/13/2010

Contract must be awarded by: 07/12/2010

PW #578 Dept. of Natural Resources Bituminous Surfacing of Trail Harrisville State Park

Construction Mechanic Classification	Straight Time Rate	Time & One-Half Rate	Double Time Rate	Overtime Code
CARPENTERS				
Zone 1	\$47.05	\$67.05	\$87.04	HHHHHHDDY
Apprentices				
0- 6 months	\$24.65	\$33.45	\$42.24	HHHHHHDDY
7-12 months	\$29.05	\$40.05	\$51.04	HHHHHHDDY
Year 2	\$33.05	\$46.05	\$59.04	HHHHHHDDY
Year 3	\$37.06	\$52.06	\$67.06	HHHHHHDDY
Year 4	\$41.05	\$58.05	\$75.04	HHHHHHDDY
Zone 2	\$38.81	\$51.91	NONE	HHHHHHHHY
Apprentices				
1 st Year	\$28.33	\$36.19	NONE	HHHHHHHHY
2 nd Year	\$30.95	\$40.12	NONE	HHHHHHHHY
3 rd Year	\$33.57	\$44.05	NONE	HHHHHHHHY
4 th Year	\$34.88	\$46.01	NONE	HHHHHHHHY
CEMENT MASONS				
Zone 1	\$37.91	\$51.65	NONE	HHHHHHHHY
Apprentices				
Year 1	\$25.43	\$32.93	NONE	HHHHHHHHY
Year 2	\$29.56	\$39.13	NONE	HHHHHHHHY
Year 3	\$33.70	\$45.34	NONE	HHHHHHHHY
Zone 2	\$36.41	\$49.40	NONE	HHHHHHHHY
Apprentices				
Year 1	\$24.60	\$31.69	NONE	HHHHHHHHY
Year 2	\$28.55	\$37.61	NONE	HHHHHHHHY
Year 3	\$32.52	\$43.57	NONE	HHHHHHHHY

2009 Michigan Prevailing Wage Rate Schedule for Parking Lot, Road, Highway, Bridge & Airport Construction

Issue Date: 04/13/2010

Contract must be awarded by: 07/12/2010

PW #578 Dept. of Natural Resources & Environment Harrisville State Park Bituminous Surfacing of Trail

OPERATING ENGINEERS				
Zone 1 CLASS I	\$45.87	\$59.83	NONE	HHHHHHHHY
CLASS II	\$39.14	\$49.73	NONE	HHHHHHHHY
CLASS II GREASE TRUCK	\$40.44	\$51.68	NONE	HHHHHHHHY
CLASS III	\$38.58	\$48.89	NONE	HHHHHHHHY
CLASS IV	\$38.41	\$48.64	NONE	HHHHHHHHY
Zone 2 CLASS I	\$45.87	\$59.83	NONE	HHHHHHHHY
CLASS II	\$38.99	\$49.51	NONE	HHHHHHHHY
CLASS II GREASE TRUCK	\$40.29	\$51.46	NONE	HHHHHHHHY
CLASS III	\$38.43	\$48.67	NONE	HHHHHHHHY
CLASS IV	\$38.11	\$48.19	NONE	HHHHHHHHY
Apprentices (Zones 1 & 2)				
1 st 6 Month Period	\$37.50	\$47.27	NONE	HHHHHHHHY
2 nd 6 Month Period	\$38.89	\$49.36	NONE	HHHHHHHHY
3 rd 6 Month Period	\$40.29	\$51.45	NONE	HHHHHHHHY
4 th 6 Month Period	\$41.68	\$53.55	NONE	HHHHHHHHY
5 th 6 Month Period	\$43.08	\$55.64	NONE	HHHHHHHHY
6 th 6 Month Period	\$44.47	\$57.73	NONE	HHHHHHHHY
IRONWORKERS: Fence, Sound Barrier & Guardrail Erection/Installation, and Exterior Signage Work				
Zone 1	\$30.80	\$42.63	\$54.45	XXHXXXHDY
60% Level Apprentice	\$21.10	\$28.20	\$35.29	XXHXXXHDY
65% Level Apprentice	\$22.31	\$30.00	\$37.69	XXHXXXHDY
70% Level Apprentice	\$23.53	\$31.80	\$40.08	XXHXXXHDY
75% Level Apprentice	\$24.74	\$33.61	\$42.48	XXHXXXHDY
80% Level Apprentice	\$25.95	\$35.41	\$44.87	XXHXXXHDY
Zone 2	\$26.80	\$36.63	\$46.45	XXHXXXHDY
60% Level Apprentice	\$18.70	\$24.60	\$30.49	XXHXXXHDY
65% Level Apprentice	\$19.71	\$26.10	\$32.49	XXHXXXHDY
70% Level Apprentice	\$20.73	\$27.60	\$34.48	XXHXXXHDY
75% Level Apprentice	\$21.74	\$29.11	\$36.48	XXHXXXHDY
80% Level Apprentice	\$22.75	\$30.61	\$38.47	XXHXXXHDY

2009 Michigan Prevailing Wage Rate Schedule for Parking Lot, Road, Highway, Bridge & Airport Construction

Issue Date: 04/13/2010

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PW #578 Dept. of Natural Resources & Environment Harrisville State Park Bituminous Surfacing of Trail

LABORERS				
CLASS 1 Zone 1	\$34.41	\$46.07	NONE	HHHHHHHHY
Apprentice 0-1,000 work hours	\$29.04	\$38.02	NONE	HHHHHHHHY
Apprentice 1,001-2,000 work hours	\$30.12	\$39.63	NONE	HHHHHHHHY
Apprentice 2,001-3,000 work hours	\$31.19	\$41.24	NONE	HHHHHHHHY
Apprentice 3,001-4,000 work hours	\$33.34	\$44.46	NONE	HHHHHHHHY
CLASS 1 Zone 2	\$32.51	\$43.22	NONE	HHHHHHHHY
Apprentice 0-1,000 work hours	\$27.71	\$36.01	NONE	HHHHHHHHY
Apprentice 1,001-2,000 work hours	\$28.67	\$37.45	NONE	HHHHHHHHY
Apprentice 2,001-3,000 work hours	\$29.63	\$38.90	NONE	HHHHHHHHY
Apprentice 3,001-4,000 work hours	\$31.55	\$41.78	NONE	HHHHHHHHY
CLASS 1 Zones 3 & 4	\$31.76	\$42.10	NONE	HHHHHHHHY
Apprentice 0-1,000 work hours	\$27.14	\$35.17	NONE	HHHHHHHHY
Apprentice 1,001-2,000 work hours	\$28.07	\$36.55	NONE	HHHHHHHHY
Apprentice 2,001-3,000 work hours	\$28.99	\$37.94	NONE	HHHHHHHHY
Apprentice 3,001-4,000 work hours	\$30.84	\$40.71	NONE	HHHHHHHHY
CLASS 2 Zone 1	\$34.54	\$46.27	NONE	HHHHHHHHY
Apprentice 0-1,000 work hours	\$29.14	\$38.17	NONE	HHHHHHHHY
Apprentice 1,001-2,000 work hours	\$30.22	\$39.79	NONE	HHHHHHHHY
Apprentice 2,001-3,000 work hours	\$31.30	\$41.41	NONE	HHHHHHHHY
Apprentice 3,001-4,000 work hours	\$33.46	\$44.65	NONE	HHHHHHHHY
CLASS 2 Zone 2	\$32.71	\$43.52	NONE	HHHHHHHHY
Apprentice 0-1,000 work hours	\$27.86	\$36.24	NONE	HHHHHHHHY
Apprentice 1,001-2,000 work hours	\$28.83	\$37.69	NONE	HHHHHHHHY
Apprentice 2,001-3,000 work hours	\$29.80	\$39.15	NONE	HHHHHHHHY
Apprentice 3,001-4,000 work hours	\$31.74	\$42.06	NONE	HHHHHHHHY
CLASS 2 Zones 3 & 4	\$31.97	\$42.41	NONE	HHHHHHHHY
Apprentice 0-1,000 work hours	\$27.30	\$35.41	NONE	HHHHHHHHY
Apprentice 1,001-2,000 work hours	\$28.23	\$36.81	NONE	HHHHHHHHY
Apprentice 2,001-3,000 work hours	\$29.17	\$38.21	NONE	HHHHHHHHY
Apprentice 3,001-4,000 work hours	\$31.04	\$41.01	NONE	HHHHHHHHY

2009 Michigan Prevailing Wage Rate Schedule for Parking Lot, Road, Highway, Bridge & Airport Construction

Issue Date: 04/13/2010

Contract must be awarded by: 07/12/2010

PW #578 Dept. of Natural Resources & Environment Harrisville State Park Bituminous Surfacing of Trail

LABORERS continued				
CLASS 3 Zone 1	\$34.72	\$46.54	NONE	HHHHHHHHY
Apprentice 0-1,000 work hours	\$29.28	\$38.37	NONE	HHHHHHHHY
Apprentice 1,001-2,000 work hours	\$30.36	\$40.00	NONE	HHHHHHHHY
Apprentice 2,001-3,000 work hours	\$31.45	\$41.63	NONE	HHHHHHHHY
Apprentice 3,001-4,000 work hours	\$33.63	\$44.90	NONE	HHHHHHHHY
CLASS 3 Zone 2	\$32.95	\$43.88	NONE	HHHHHHHHY
Apprentice 0-1,000 work hours	\$28.04	\$36.51	NONE	HHHHHHHHY
Apprentice 1,001-2,000 work hours	\$29.02	\$37.98	NONE	HHHHHHHHY
Apprentice 2,001-3,000 work hours	\$30.00	\$39.46	NONE	HHHHHHHHY
Apprentice 3,001 – 4,000 work hours	\$31.97	\$42.41	NONE	HHHHHHHHY
CLASS 3 Zones 3 & 4	\$32.26	\$42.85	NONE	HHHHHHHHY
Apprentice 0-1,000 work hours	\$27.52	\$35.73	NONE	HHHHHHHHY
Apprentice 1,001-2,000 work hours	\$28.47	\$37.15	NONE	HHHHHHHHY
Apprentice 2,001-3,000 work hours	\$29.41	\$38.58	NONE	HHHHHHHHY
Apprentice 3,001-4,000 work hours	\$31.31	\$41.42	NONE	HHHHHHHHY
CLASS 4 Zone 1	\$34.80	\$46.66	NONE	HHHHHHHHY
Apprentice 0-1,000 work hours	\$29.34	\$38.46	NONE	HHHHHHHHY
Apprentice 1,001-2,000 work hours	\$30.43	\$40.10	NONE	HHHHHHHHY
Apprentice 2,001-3,000 work hours	\$31.52	\$41.74	NONE	HHHHHHHHY
Apprentice 3,001-4,000 work hours	\$33.71	\$45.02	NONE	HHHHHHHHY
CLASS 4 Zone 2	\$33.30	\$44.41	NONE	HHHHHHHHY
Apprentice 0-1,000 work hours	\$28.30	\$36.90	NONE	HHHHHHHHY
Apprentice 1,001-2,000 work hours	\$29.30	\$38.40	NONE	HHHHHHHHY
Apprentice 2,001-3,000 work hours	\$30.30	\$39.90	NONE	HHHHHHHHY
Apprentice 3,001-4,000 work hours	\$32.30	\$42.90	NONE	HHHHHHHHY
CLASS 4 Zones 3 & 4	\$32.70	\$43.51	NONE	HHHHHHHHY
Apprentice 0-1,000 work hours	\$27.85	\$36.23	NONE	HHHHHHHHY
Apprentice 1,001-2,000 work hours	\$28.82	\$37.68	NONE	HHHHHHHHY
Apprentice 2,001-3,000 work hours	\$29.79	\$39.14	NONE	HHHHHHHHY
Apprentice 3,001-4,000 work hours	\$31.73	\$42.05	NONE	HHHHHHHHY

2009 Michigan Prevailing Wage Rate Schedule for Parking Lot, Road, Highway, Bridge & Airport Construction

Issue Date: 04/13/2010

Contract must be awarded by: 07/12/2010

PW #578 Dept. of Natural Resources & Environment Harrisville State Park Bituminous Surfacing of Trail

LABORERS continued				
CLASS 5 Zone 1	\$35.01	\$46.97	NONE	HHHHHHHHY
Apprentice 0-1,000 work hours	\$29.49	\$38.69	NONE	HHHHHHHHY
Apprentice 1,001-2,000 work hours	\$30.60	\$40.35	NONE	HHHHHHHHY
Apprentice 2,001-3,000 work hours	\$31.70	\$42.00	NONE	HHHHHHHHY
Apprentice 3,001-4,000 work hours	\$33.91	\$45.31	NONE	HHHHHHHHY
CLASS 5 Zone 2	\$33.17	\$44.21	NONE	HHHHHHHHY
Apprentice 0-1,000 work hours	\$28.20	\$36.76	NONE	HHHHHHHHY
Apprentice 1,001-2,000 work hours	\$29.19	\$38.25	NONE	HHHHHHHHY
Apprentice 2,001-3,000 work hours	\$30.19	\$39.74	NONE	HHHHHHHHY
Apprentice 3,001-4,000 work hours	\$32.18	\$42.72	NONE	HHHHHHHHY
CLASS 5 Zones 3 & 4	\$32.32	\$42.94	NONE	HHHHHHHHY
Apprentice 0-1,000 work hours	\$27.56	\$35.80	NONE	HHHHHHHHY
Apprentice 1,001-2,000 work hours	\$28.51	\$37.23	NONE	HHHHHHHHY
Apprentice 2,001-3,000 work hours	\$29.47	\$38.65	NONE	HHHHHHHHY
Apprentice 3,001-4,000 work hours	\$31.37	\$41.51	NONE	HHHHHHHHY
CLASS 6 Zone 1	\$35.31	\$47.42	NONE	HHHHHHHHY
Apprentice 0-1,000 work hours	\$29.72	\$39.03	NONE	HHHHHHHHY
Apprentice 1,001-2,000 work hours	\$30.84	\$40.71	NONE	HHHHHHHHY
Apprentice 2,001-3,000 work hours	\$31.95	\$42.39	NONE	HHHHHHHHY
Apprentice 3,001-4,000 work hours	\$34.19	\$45.74	NONE	HHHHHHHHY
CLASS 6 Zone 2	\$33.51	\$44.72	NONE	HHHHHHHHY
Apprentice 0-1,000 work hours	\$28.46	\$37.14	NONE	HHHHHHHHY
Apprentice 1,001-2,000 work hours	\$29.47	\$38.65	NONE	HHHHHHHHY
Apprentice 2,001-3,000 work hours	\$30.48	\$40.17	NONE	HHHHHHHHY
Apprentice 3,001-4,000 work hours	\$32.50	\$43.20	NONE	HHHHHHHHY
CLASS 6 Zones 3 & 4	\$32.75	\$43.58	NONE	HHHHHHHHY
Apprentice 0-1,000 work hours	\$27.89	\$36.28	NONE	HHHHHHHHY
Apprentice 1,001-2,000 work hours	\$28.86	\$37.74	NONE	HHHHHHHHY
Apprentice 2,001-3,000 work hours	\$29.83	\$39.20	NONE	HHHHHHHHY
Apprentice 3,001-4,000 work hours	\$31.78	\$42.12	NONE	HHHHHHHHY

LABORERS continued					
CLASS 7 Concrete Specialist Zone 1	\$36.38	\$49.03	NONE	HHHHHHHHY	
Apprentice 0-1,000 work hours	\$30.52	\$40.24	NONE	HHHHHHHHY	
Apprentice 1,001-2,000 work hours	\$31.69	\$41.99	NONE	HHHHHHHHY	
Apprentice 2,001-3,000 work hours	\$32.86	\$43.75	NONE	HHHHHHHHY	
Apprentice 3,001-4,000 work hours	\$35.21	\$47.27	NONE	HHHHHHHHY	
CLASS 7 Concrete Specialist Zones 2, 3, & 4	\$36.08	\$48.58	NONE	HHHHHHHHY	
Apprentice 0-1,000 work hours	\$30.38	\$40.03	NONE	HHHHHHHHY	
Apprentice 1,001-2,000 work hours	\$31.52	\$41.74	NONE	HHHHHHHHY	
Apprentice 2,001-3,000 work hours	\$32.66	\$43.45	NONE	HHHHHHHHY	
Apprentice 3,001-4,000 work hours	\$34.94	\$46.87	NONE	HHHHHHHHY	
PIPE & MANHOLE REHAB WORK					
General laborer for rehab work or normal cleaning and cctv work; top man, scaffold man, cctv assistant, jetter-vac assistant	\$26.00	\$34.90	NONE	HHHHHHHHN	
Tap cutter/cctv tech; grout equipment operator; unit driver and operator of cctv, grouting equipment and tap cutting equipment in connection with pipe & manhole rehab work	\$30.50	\$41.65	NONE	HHHHHHHHN	
CCTV tech/combo unit; operator of cctv unit or combo unit in connection with normal cleaning and televising work	\$29.25	\$39.77	NONE	HHHHHHHHN	
Boiler operator: unit driver and operator of steam/water heater units and all ancillary equipment associated	\$31.00	\$42.40	NONE	HHHHHHHHN	
Combo unit driver & jetter-vac operator	\$31.00	\$42.40	NONE	HHHHHHHHN	
Pipe bursting & slip-lining equipment operator	\$32.00	\$43.90	NONE	HHHHHHHHN	

2009 Michigan Prevailing Wage Rate Schedule for Parking Lot, Road, Highway, Bridge & Airport Construction

Issue Date: 04/13/2010

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PW #578 Dept. of Natural Resources & Environment Harrisville State Park Bituminous Surfacing of Trail

TRUCK DRIVERS				
Zone 1				
Driver of all trucks of 8 cubic yard capacity or less	\$36.84	\$36.44	NONE	HHHHHHHHY
Driver of trucks of 8 cubic yard capacity or over	\$36.94	\$36.59	NONE	HHHHHHHHY
Driver of euclid type equipment	\$37.09	\$36.81	NONE	HHHHHHHHY
Zone 2				
Driver of all trucks of 8 cubic yard capacity or less	\$36.74	\$36.29	NONE	HHHHHHHHY
Driver of all trucks of 8 cubic yard capacity or over	\$36.84	\$36.44	NONE	HHHHHHHHY
Driver of euclid type equipment	\$36.99	\$36.66	NONE	HHHHHHHHY

Effective Date: August 12, 2009

CARPENTERS

Zone 1 Wayne, Oakland, Macomb, Sanilac, St. Clair, Monroe, and the following townships of Livingston County: Brighton, Deerfield, Genoa, Hartland, Osceola and Tyrone

Zone 2 The entire state except those counties and townships listed in Zone 1

CEMENT MASONS

Zone 1 Genesee, Oakland, Macomb, Monroe, Washtenaw, Wayne, Livingston and Saginaw Counties

Zone 2 Alcona, Alger, Allegan, Alpena, Antrim, Arenac, Baraga, Barry, Bay, Berrien, Benzie, 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

OPERATING ENGINEERS

Zone 1 Genesee, Oakland, Macomb, Monroe, Washtenaw and Wayne Counties

Zone 2 The entire state except those counties listed in Zone 1

OPERATING ENGINEERS CLASSIFICATION DESCRIPTIONS

Class I	Asphalt Paver (self-propelled) Asphalt Planer (self-propelled) Asphalt Plant Operator Auto-Grader Blade Grader Operator Batch Plant (concrete-central mix) Backhoe (with over 3/8 yard bucket) Bulldozer Operator Concrete Pump 3" and over Conveyor Loader Operator (euclid type) Crane Operator Dragline Operator Elevating Grader Operator End-loader Operator (1 yard capacity or over) Slip Form Paver Finishing Machine Operator (asphalt) Gradall Operator (and similar type machines) Hoisting Engineer Hydro demolisher (water blaster) Locomotive Operator Mechanic	Paver Operator (5 bags or more) Pump Operator (6" discharge or over, gas, diesel powered, or generator of 300 amp or larger) Pile Driving Operator Roto Mill Roller Operator (Asphalt) Side Boom Tractor (type D-4, equivalent or larger) Self-Propelled or Tractor Drawn Scraper Slurry Machine (asphalt) Swinging Boom Truck (over 12 ton capacity) Shouldering or Gravel Distributing Machine Operator (self-propelled) Shovel Operator Side Boom Tractor (type D-4 or equivalent or larger) Tractor Operator Trenching Machine Operator Tube Finisher (slip form paving) Farm type tractor with attached pan
Class II	Sweeper (wayne type & similar equipment) Screening Plant Operator Washing Plant Operator Crusher Operator Vacuum Truck Operator	Backhoe (with 3/8 yard bucket or less) Side Boom Tractor (smaller than D-4 type or equivalent) Batch Plant (concrete-dry mix)
Class II	Grease Truck	

OPERATING ENGINEERS CLASSIFICATION DESCRIPTIONS continued

Class III Air Compressor Operator (600 cfm or more)
Air Compressor (2 or more, less than 600 cfm)
Concrete Breaker
Tractor Operator (farm type with attachments)
Wagon Drill Operator

Class IV Boiler Fireman	Stump Remover
Oiler	Skid Steer
End-loader Operator (under 1 yard capacity)	Fireman Roller Operator (other than asphalt)
Mechanic's Helper	Curing Equipment Operator (self-propelled)
Trencher (service)	Concrete Saw Operator (Over 40 HP)
Flexplane Operator	Power Bin Operator
Cleftplane Operator	Plant Drier Operator (asphalt)
Grader Operator Self-propelled	Vibratory Compaction Equipment (6' wide or over)
Fine-Grade or Form (concrete)	Guard Post Driver Operator
Finishing Machine Operator (concrete)	All Mulching Equipment, Stump Remover, Concrete Pump (under 3")
Boom or Winch Hoist Truck Operator	Farm Type Tractor Operator
	End Dumps
	Mesh Installer (self-propelled)

IRONWORKERS

Zone 1 Genesee, Oakland, Macomb, Monroe, Washtenaw and Wayne Counties

Zone 2 All other counties in the Lower Peninsula

LABORERS

- Zone 1** Genesee, Macomb, Monroe, Oakland, Washtenaw and Wayne
- Zone 2** Allegan, Barry, Bay, Berrien, Branch, Calhoun, Cass, Clinton, Eaton, Gratiot, Hillsdale, Huron, Ingham, Jackson, Kalamazoo, Lapeer, Lenawee, Livingston, Midland, Muskegon, Saginaw, Sanilac, Shiawassee, St. Clair, St. Joseph, Tuscola, and Van Buren
- Zone 3** Alcona, Alpena, Antrim, Arenac, Benzie, Charlevoix, Cheboygan, Clare, Crawford, Emmet, Gladwin, Grand Traverse, Ionia, Iosco, Isabella, Kalkaska, Kent, Lake, Leelanau, Manistee, Mason, Mecosta, Missaukee, Montcalm, Montmorency, Newaygo, Oceana, Ogemaw, Osceola, Oscoda, Otsego, Ottawa, Presque Isle, Roscommon, and Wexford
- Zone 4** Alger, Baraga, Chippewa, Delta, Dickinson, Gogebic, Houghton, Iron, Keweenaw, Luce, Mackinac, Marquette, Menominee, Ontonagon, and Schoolcraft

LABORERS CLASSIFICATION DESCRIPTIONS

- Class 1** Asphalt Shoveler or Loader, Asphalt Raker Tender, Asphalt Plant Misc., Railroad Track and Trestle Laborer, Burlap Man, Carpenter's Tender, Top Man, Yard Man, Guard Rail Builder's Tender, Earth Retention Barrier and Wall and Mechanically Stabilized Earthen Wall Installers Tender, Highway and Median Barrier Installer's Tender (including Sound, Retaining and Crash Barrier), Fence Erector's Tender, Dumper (wagon, truck, etc.) Joint Filling Labor, Misc., Unskilled Labor, Sprinkler Labor, Form Setting Labor, Form Stripper, Pavement Reinforcing, Handling and Placing (e.g. wire mesh, steel mats, dowel bars, etc.) Mason's or Bricklayer's Tender on Manholes, Manhole Builder, Headwalls, etc., Waterproofing (other than buildings), Seal Coating and Slurry Mix, Shoring, Underpinning, Bridge Painting, etc. (spray, roller and brush) Sandblasting, Pressure Grouting, and Bridge Pin and Hanger Removal, Material Recycling Laborer, Horizontal Paver (brick, concrete, clay, stone and asphalt) Ground Stabilization and Modification Laborer, Grouting, Waterblasting, Sign Installer and remote control operated equipment.
- Class 2** Mix Operator (less than 5 sacks), Air or Electric Tool Operator (jack hammer, etc.), Spreader, Boxman (asphalt, stone, gravel, etc.), Concrete Paddler, Power Chain Saw Operator, Paving Batch Truck Dumper, Tunnel Mucker (highway work only), Concrete Saw Operator (under 40 H.P.), Dry Pack Machine and Roto-Mill Grounds Person.
- Class 3** Tunnel Miner (highway work only), Finishers Tender, Guard Rail Builder, Highway and Median Barrier Installer, Fence Erector, Bottom Man, Powder Man, Wagon Drill and Air Track Operators, Curb and Side Rail Setters' Tender, Diamond & Core Drills, Earth Retention Barriers, Walls and Mechanically Stabilized Earthen Wall Installer (including sound, retaining and crash barrier), grade checker and certified welder.
- Class 4** Asphalt Raker
- Class 5** Pipe Layers, Oxy-gun
- Class 6** Line-Form Setter for Curb or Pavement and asphalt screed checker/screw man on asphalt paving machines.
- Class 7** Concrete Specialist, finishing and troweling, of cast in place or precast concrete by any and all methods.

TRUCK DRIVERS

- Zone 1** Genesee, Oakland, Macomb, Monroe, Livingston, Washtenaw and Wayne Counties
- Zone 2** The entire state except those counties listed in Zone 1

OVERTIME PROVISIONS FOR Road Builder PREVAILING WAGE RATE 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
9 th Hour	1	5		
10 th 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 Sunday & Holidays

the 8th character is for time worked on Sunday or on a holiday

4 Ten hour days @ Straight Time

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. **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

D -means DOUBLE PAY due

X means TIME AND ONE HALF due after 40 hours worked

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 optional 4-day 10-hour per day workweek can be worked without paying overtime after 8 hours worked

3. EXAMPLES:

HHHHHHDDY - This example shows that the 1½ rate must be used for time worked after 8 hours Monday thru Friday (*characters 1 - 3*) and for all hours worked on Saturday, (*characters 4 - 6*), except hours worked after 10 hours on Saturday (*7th character*). Work done after 10 hours must be paid at the double time rate. Work done on Sunday or holidays must be paid double time (*character 8*). The Y (*character 9*) indicates that 4 ten-hour days is an acceptable alternative workweek at regular pay.

HHHHHHHHY means that the 1½ rate must be used for time worked after 8 hours worked Monday thru Friday (*characters 1-3*); and for any hours worked on Saturdays, Sundays or holidays (*characters 4-8*). The Y (*character 9*) indicates that 4 ten-hour days is an acceptable alternative workweek at regular pay.

XXHXXXHDY this example allows 4 ten hour days Monday thru Saturday to be worked. Hours worked beyond ten Monday thru Saturday OR hours worked after 40 hours in one week must be paid at time and one half. Sunday or holiday hours must be paid at double.



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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

HARRISVILLE S.P. TRAIL- BITUMINOUS PAVING

SECTION 02332

AGGREGATE BASE COURSE

PART ONE - GENERAL

1.01 DESCRIPTION

- A. Work included: The work under this Section includes, but is not necessarily limited to, all labor, materials, and equipment necessary to construct an aggregate base coarse of the required depth as indicated on the drawings and specified herein.

1.02 QUALITY ASSURANCE

A. Subgrade:

- 1. The subgrade shall be inspected and approved by the OWNER prior to placing conditioning aggregate.

B. Materials:

- 1. All materials used for aggregate base shall be approved by the OWNER, prior to placement.

C. Compaction:

- 1. Field determination of in place density shall be by the Nuclear Density Method, ASTM D-2922, or other approved method.

1.03 METHOD OF PAYMENT

- 1. All work under this section is included in the contract lump sum price. No separate payments will be made for this work.

PART TWO - PRODUCTS

2.01 MATERIALS

A. Aggregate Base Material:

- 1. Shall be 22A aggregate as specified in MDOT (2003 Ed.) Standard Specifications, Section 902.

PART THREE - EXECUTION

3.01 CONSTRUCTION METHODS

A. Aggregate Base Coarse

- 1. Aggregate base course shall be constructed as specified in MDOT (2003 Ed.) Standard Specifications, Section 302.

END OF SECTION

HARRISVILLE S.P. TRAIL- BITUMINOUS PAVING

SECTION 02335

AGGREGATE SHOULDERS

PART ONE - GENERAL

1.01 DESCRIPTION

- A. Work included: The work under this Section includes, but is not necessarily limited to, all labor, materials, and equipment necessary to construct two foot wide aggregate shoulders of the required depth as indicated on the drawings and specified herein.

1.02 METHOD OF PAYMENT

- A. All work under this section is included in the contract lump sum price. No separate payments will be made for this work.

PART TWO - PRODUCTS

2.01 MATERIALS

- A. Shoulder Material:

- 1. Shall be 22A aggregate as specified in MDOT (2003 Ed.) Standard Specifications, Section 902.

PART THREE - EXECUTION

3.01 CONSTRUCTION METHODS

- A. Aggregate shoulders shall be constructed as specified in MDOT (2003 Ed.) Standard Specifications, Section 307.

END OF SECTION

HARRISVILLE S.P. TRAIL- BITUMINOUS PAVING

SECTION 02741

HMA SURFACE

PART ONE - GENERAL

1.01 DESCRIPTION

- A. This work shall include all labor materials and equipment necessary to construct a surface of hot plant-mixed bituminous material upon an aggregate base to the lines and grades shown on the drawings and specified herein.

1.02 SUBMITTALS

- A. Comply with pertinent provisions of Division One.
- B. Contractor shall submit to the Architect/Engineer a mix design for the specified bituminous mixture for approval.

1.03 QUALITY ASSURANCE

A. General

- 1. The contractor shall provide suitable equipment for the paving work. Equipment shall be in good working condition and shall be operated by individuals who are properly trained and skilled for such equipment.

1.04 METHOD OF PAYMENT

- A. All work under this section shall be included in the contract lump sum price. No separate payments will be made for this work.

PART TWO - PRODUCTS

2.01 HMA MIXTURE

- A. HMA Mixture No. 13A shall meet the requirements of the MDOT Standard Specification 501 (2003 edition).
- B. Bituminous Mixture shall have a penetration grade of 120-150 unless otherwise shown on the plans.

PART THREE - EXECUTION

3.01 CONSTRUCTION METHODS

- A. Construction methods and equipment requirements shall be in accordance with MDOT Standard Specification 502(2003 edition).
- B. Application rates shall be as follows:
 - 1. 2" HMA

HARRISVILLE S.P. TRAIL- BITUMINOUS PAVING

- a. 110#/S.Y. on leveling coarse on aggregate base
 - b. 110#/S.Y. on surface coarse on HMA leveling coarse.
- C. Rolling Procedures...No more than 25% of roller drum shall be allowed to extend beyond the edge of bituminous surface in order to prevent feathering and cracking of bituminous edges.
- D. Paving shall be done to a string line, if requested by the Engineer, with the Contractor required to provide the necessary string grade.

END OF SECTION