

EXHIBIT A - DEFINITIONS

A.1 GENERAL

Unless otherwise defined in this RFP, capitalized terms and expressions used in this RFP have the meaning given to them in the Project Agreement or in this Exhibit A to this ITP. In this RFP, the singular shall include the plural and the plural shall include the singular, except where the context otherwise requires.

All references in this RFP to MDOT's "discretion" or "sole discretion" means in the sole and absolute discretion of the party exercising the discretion.

A.2 RFP DEFINITIONS

Unless the context otherwise requires or where set out below, terms used in the RFP will have the meaning given in Schedule 1 - Definitions to the Project Agreement:

AASHTO	Is the abbreviation for the American Association of State Highway and Transportation Officials.
Addendum or Addenda	Means the graphic or written revisions to the Request for Proposals issued by MDOT after the advertisement but before the opening of the proposals.
Additional Visit	Has the meaning set forth in Section 3.9.2 of this ITP.
Adjusted Service Payments	Means Service Payment calculated on the Commercial and Financial Close Date pursuant to the Section 4.3.6 of the Instructions to Proposers.
Advisors	Means any person or firm retained to provide professional advice to MDOT, or Proposer, a Proposer Team Member or a financial services provider, as applicable.
Approval	Means a formal conditional determination in writing by MDOT that a particular matter or item is good or satisfactory for the Project. Such determination may be based on requirements beyond those set forth in the Project Agreement without payment of additional compensation or a time extension and may reflect preferences of MDOT.
Benchmark Rate	Means the rates for specific benchmarks and maturities applicable to financing instruments submitted to, and approved by, MDOT pursuant to ITP Section 4.3.6 (Market Interest Rate Adjustment) including with respect to any Bank Debt Financing or Private Placement.
Bank Debt Financing	Means the debt financing provided by commercial or project finance lenders for the Project.
Commercial and Financial Close Deadline	Means the date set out as the Commercial Close Target Date in Exhibit B - RFP Schedule to this ITP.
Commercially Confidential Meetings	Has the meaning set forth in Section 3.8.2 of this ITP.
Commercially Confidential RFIs	Has the meaning set forth in Section 3.3(a)(2) of this ITP.

Condition Precedent	Means a Proposer Condition Precedent and an MDOT Condition Precedent or either of them as the context requires.
Confidential Information	Has the meaning set forth in Section 3.13.2 of this ITP.
Conflict of Interest	Has the meaning set forth in Form D of this ITP.
Construction Equity Ratio	The amount of equity committed to or invested in the Project by Equity Members divided by the D&C Work Value.
Contact Person	Has the meaning set forth in Section 3.2 of this ITP.
Core Lender	Means the primary lender (within the group of entities as applicable) providing debt financing to the Proposer.
Data Room	Has the meaning set forth in Section 2.4 of this ITP.
DBFOM	Is the abbreviation for Design, Build, Finance, Operate and Maintain and means the form of this Project Agreement.
D&C Contract Price	Means the price for performing the D&C Works under the D&C Contract as set out in the Financial Model.
Disadvantaged Business Enterprise	Has the meaning set forth in Title 49 – Code of Federal Regulations, Subtitle A, Part 23.
Eligible Security Issuer	Means any surety bond provider or another financial institution licensed to do business in the State, which in each case has a credit rating for long-term, unsecured debt of not less than “A-/A3” from one of the rating agencies (S&P, Moody’s or Fitch), and has an office in the State at which the demand guaranty or letter of credit (as relevant) can be presented for payment by facsimile or by electronic means.
Equity Letter of Credit	Has the meaning set forth in Article 42 – Performance Security, Section 42.1 of the Project Agreement.
Evaluation Committee	Has the meaning set forth in Section 6.2.6 of this ITP.
FHWA	Is the abbreviation for the Federal Highway Administration, a division of the United States Department of Transportation.
Final Proposal Score	Has the meaning set forth in Section 6.2.5 of this ITP.
Financial Proposal	Has the meaning set forth in Section 4 of this ITP.
Financial Proposal Submission Requirements	Refers to the requirements set forth in Exhibit E – Financial Submission Requirements.
Financial Model	Has the meaning set forth in Section 6 – Financial Submission Requirements, in Exhibit E to this ITP.
Financing Schedule	Has the meaning set forth in Section 8.2(e) of this ITP.

General Public	Is defined as all persons or entities that may use the freeways, may be served by the existing or proposed lighting on this Project, and/or who may be affected by the manner in which this Project is pursued. The General Public does not include MDOT or any party to this Project Agreement.
General RFI	Has the meaning set forth in Section 3.3(a)(1) of this ITP.
Good Industry Practice	Is an acknowledged and acceptable measure of quantitative or qualitative value or an established procedure to be followed for a given operation within the given industry. These Practices will generally be in the form of a written code, standard, or specification by a creditable association.
Government Authority	Means any federal, state, territorial, regional, municipal or local government authority, quasi-government authority, court, government or self-regulatory organization, commission, board, tribunal, organization, or any regulatory, administrative or other agency, or any political or other subdivision, department, bureau or branch of any of the foregoing, having legal jurisdiction in any way over MDOT, any aspect of the performance of the Project Agreement, the operation of the System, in each case to the extent it has or performs legislative, judicial, regulatory, administrative or other functions within its jurisdiction.
Improved Illumination System Design	Are the Proposer's proposed changes to the Freeway Lighting System intended to meet performance requirements of the Project Agreement.
Include and including	Mean "includes without limitation" and "including without limitation" respectively.
Instructions to Proposers (ITP)	Means the RFP document identified as Instructions to Proposers.
Key Personnel	Means those individuals identified in the Proponent's Prequalification Submission as key personnel;
Major Participant	Means each Equity Member and (a) the lead engineering firm; (b) the D&C Contractor; (c) the O&M Contractor; and (d) a proposed Key Contractor with a contract valued at greater than or equal to \$25 million.
MDOT	Is the abbreviation of the Michigan Department of Transportation.
Municipality or Municipalities	Means a township, city or village in the State of Michigan.
Person	Is any individual, corporation, company, voluntary association, partnership, trust, unincorporated organization or governmental person, including MDOT.
Preferred Proposer	Has the meaning set forth in Section 4.3 of this ITP.
Pre-Proposal Submittals	Has the meaning set forth in Section 3.12 of this ITP.

Prequalification Stage	Has the meaning set forth in Section 1.3(a) of this ITP.
Private Placement	Means the sale of debt securities on behalf of the Project Company pursuant to an exemption under Section 4(a)(2) of the Securities Act of 1933, as amended.
Project Agreement	Means the Project Agreement to be executed by MDOT and the Preferred Proposer for the performance of the Project;
Project Company	Means the Preferred Proposer that has executed the Project Agreement with MDOT;
Proposer Condition Precedent or Proposer Conditions Precedent	Means a condition precedent set out in Section 9.2.1 of this ITP.
Project Management Plan (PMP)	Has the meaning set forth in Exhibit D – Technical Submission Requirements.
Proposal	Has the meaning set forth in Section 4.3.1 of this ITP.
Proposal Due Date	Has the meaning set forth in Section 4.1.1 of this ITP.
Proposal Departures	Has a meaning set forth in Schedule I of this ITP.
Proposal Revisions	Has the meaning set forth in Section 6.4 of this ITP.
Proposal Security	Has the meaning set forth in Section 4.3.3 of this ITP.
Proposal Submission Form	See Request for Proposals.
Proposal Letter	Has the meaning set forth in Form C – Proposal Letter to this ITP.
Proposal Validity Period	Shall be 180 days after proposal submittal.
Proposers	Has the meaning set forth in Section 1.3(a) of this ITP.
Proposer Condition Precedent	Means a condition precedent set out in Section 9.2.1 of this ITP.
Proposer Representative	Has the meaning set forth in Section 2.4 of this ITP.
Proposer Team Members	Means all members of the Proposer team that were identified in the RFQ process and were prequalified as a Proposer team to submit a Proposal in this RFP Process.
Proposers Meeting	Has the meaning set forth in Section 3.8.1 of this ITP.
Quality Management Plan	Has the meaning set forth in Section 2.1.9 – Quality Management Plan (QMP) of Exhibit D – Technical Submission Requirements to this ITP;
Request for Proposals (RFP)	Has the meaning set forth in Section 2 – The RFP and The Data Room of this ITP.
Request for Information (RFI)	Has the meaning set forth in Section 3.3 of this ITP.
Request for Qualifications (RFQ)	Has the meaning set forth in Section 1.3(a) of this ITP.
RFP Process	Has the meaning set forth in Section 1.3(b) of this ITP.

RFP Schedule	Means Exhibit B of this ITP.
Scheduled Visits	Has the meaning set forth in Section 3.9.1 of this ITP.
Significant	Is described in 2012 MDOT Standard Specifications for Construction Section 103.02.
State	State means the State of Michigan acting through its elected officials and their authorized representatives, or the State of Michigan in the geographic sense, depending on the context.
Stipend	Has the meaning set forth in Section 3.15 of this ITP.
Stipend Agreement	Has the meaning set forth in Form E attached to this ITP.
Submission Requirements	Means all of the submission requirements set out in this ITP.
Submittal of Qualifications (SOQ)	Means the qualifications and documents submitted by interested parties in response to the Request for Qualifications released during the Prequalification Stage.
System	Has the meaning set forth in Section 1.1 of this ITP.
Technical Proposal	Has the meaning set forth in Section 4.1.1 of this ITP.
Technical Submission Requirements	Refers to the requirements set forth in Exhibit D – Technical Submission Requirements.
Technical Submission	Means the component of the Proposal submitted in response to the requirements set out in this ITP.
Utility Company or Utility Companies	Means the owner or operator of any privately, publicly or cooperatively owned lines, facilities or systems for transmitting or distributing electricity, data, communications, gas, oil and petroleum products, water, storm water or sewage or other similar commodity or substance which serve the public directly or indirectly, including underground, surface and overhead facilities as well as facilities which use common poles, ducts or conduits on a shared basis, and all related infrastructure.
Work	Means all duties and services to be furnished and provided by Project Company as required by the Project Agreement. The term includes the administrative, design, engineering, quality control, quality assurance, procurement, legal, professional, manufacturing, supply, installation, construction, supervision, management, testing, verification, labor, materials, equipment, documentation and all other efforts necessary or appropriate to complete the Project except for those efforts which the Project Agreement specify will be performed by MDOT or other Persons.
Work Product Documents	Has the meaning set forth in Section 4.1.3 of this ITP.

EXHIBIT B - RFP SCHEDULE

Activity	Date
Notification of Proposing Teams	May 21, 2014
Site Tours	June 10 and 12, 2014
Nondisclosure Agreements received and access granted to Data Room for all Participants	June 27, 2014
Proposers may begin submitting general RFIs	June 27, 2014
Issuance of RFP v 1 (Excluding Project Agreement)	August 25, 2014
Issuance of the Project Agreement v1.0	September 2, 2014
Due date for Proposer RFIs on RFP v 1.0	September 12, 2014
Commercially Confidential Meetings, Round 1	September 23-26, 2014
Commercially Confidential Meetings, Round 2	October 7-10, 2014
Final date for receiving RFIs on PA v1.0	October 21, 2014
Issuance of RFP v 2.0	Week of November 17th
Final date for receiving RFIs, Redlines and Agendas for Commercially Confidential Meetings on RFP v2.0	December 9, 2014
Commercially Confidential Meetings, Round 3	December 10-12, 2014
Issuance of RFP v 3.0	January 12, 2015
Issuance of Final ITP and Project Agreement	February 27, 2015
MDOT to Issue Final Federal Wage Rates	March 13, 2015
Deadline for submittal of Benchmark Rates	March 20, 2015 @ 12 PM ET
MDOT Notification regarding Benchmark Rates	March 24, 2015
Proposal Due Date	March 27, 2015 @ 2 PM ET
Anticipated Preferred Proposer Selection	April 24, 2015
Delivery by Preferred Proposer of Performance and Payment Bonds	5 business days prior to Commercial and Financial Close
Commercial and Financial Close Deadline	90 days after Preferred Proposer Selection

EXHIBIT C - SUMMARY AND CHECKLISTS OF PROPOSAL CONTENTS

Technical Proposal Checklist			
Proposers should follow the order of this Summary and Checklist of Proposal Contents in their submissions of the Technical Proposals. A referenced copy of this document should be submitted with the Technical Proposal. See <u>Exhibit D (Technical Proposal Submission Requirements)</u> for additional information regarding the components of the Technical Proposal.			
Proposal Component	Form (if any)	ITP Cross-Reference	Proposal Cross-Reference
A. Project Management Plan			
1. Team Structure		Section 4.1.1 of <u>Exhibit D</u>	
2. Approach to Project Phasing		Section 4.1.2 of <u>Exhibit D</u>	
3. Progress and Performance Reporting		Section 4.1.3 of <u>Exhibit D</u>	
4. Work to Be Accomplished		Section 4.1.4 of <u>Exhibit D</u>	
5. Approach for Performing the Work		Section 4.1.5 of <u>Exhibit D</u>	
6. Communications and Coordination Plan		Section 4.1.6 of <u>Exhibit D</u>	
7. Occupational and Public Safety Plan		Section 5.1.7 of <u>Exhibit D</u>	
8. Traffic Management Plan		Section 4.1.8 of <u>Exhibit D</u>	
9. Quality Management Plan		Section 4.1.9 of <u>Exhibit D</u>	

Proposal Component	Form (if any)	ITP Cross-Reference	Proposal Cross-Reference
B. Improved Illumination System Design			

Proposal Component	Form (if any)	ITP Cross-Reference	Proposal Cross-Reference
1. Illumination Design		Section 4.2.1 of Exhibit D	
2. Energy Improvement and Management		Section 4.2.2 of Exhibit D	
3. Life Cycle Costs for Proposed Improvements		Section 4.2.3 of Exhibit D	
C. Construction Plan			
1. Construction Processes		Section 4.3.1 of Exhibit D	
2. Construction Schedule		Section 4.3.2 of Exhibit D	
D. Operations & Maintenance Plan			
		Section 4.4 of Exhibit D	

Financial Proposal Checklist			
A referenced copy of this document should be submitted with the Financial Proposal. See <u>Exhibit E</u> (<i>Financial Proposal Submission Requirements</i>) for additional information regarding the components of the Financial Proposal.			
Proposal Component	Form (if any)	ITP Cross-Reference	Proposal Cross-Reference
A. Price			
1. Service Payment		Section 5.1 of <u>Exhibit E</u>	
2. Energy component a) Estimated Power Consumption by Year; and b) Estimated Power Savings by Year		Section 5.1 of <u>Exhibit E</u>	
B. Description of Financing Plan			
C. Funding Sources			
D. Financial Capacity of the Proposer			

EXHIBIT D - TECHNICAL PROPOSAL SUBMISSION REQUIREMENTS

D.1 GENERAL

The Technical Submission must provide sufficient information to demonstrate that the Proposer can meet the responsibilities and obligations of Project Company as set out in the Project Agreement. In preparing its Technical Submission, the Proposer is encouraged to cite past project experience of a similar nature, including how it and its Proposing Team Members resolved issues, addressed counterparty concerns, and would apply any lessons learned to the Project.

The technical submission will contain:

- (a) Project Management Plan
- (b) Improved Illumination System Design
- (c) D&C Works Plan
- (d) Operations and Maintenance Plan

D.1.1 General Instructions

The required contents and organization of the Technical Proposal are presented in this Exhibit D and summarized in the Technical Proposal Checklist provided in Exhibit C.

Proposers must submit all required information in the specified organization and format, along with a completed copy of the Technical Proposal Checklist. Proposers shall not amend the order or change the contents of the checklist except to provide the required cross-references to its Technical Proposal and signify with an "X" that the required information has been included in its response.

D.1.2 Format and Organization

All submittals are subject to the general format requirements established in Section 4.3.2 of this ITP.

Whenever appropriate and as indicated in the following sections, without limitation, the Technical Proposal shall contemplate two general groupings of activities:

(a) D&C Works

These activities primarily occur during the first two years of the Term, and address the design and implementation of the improved lighting systems, but may continue throughout the Term to meet performance requirements.

(b) O&M Works

O&M Works starts 90 days after Financial Close or when field installation begins on the D&C Works, whichever is earlier, and ends when Term ends. These activities provide the operation and maintenance needed to keep the Improved Freeway Lighting System operating in accordance with the performance levels in the Project Agreement.

D.2 PROJECT MANAGEMENT PLAN (PMP) (75 PAGES TOTAL)

D.2.1 Team Structure

The Proposer must provide organizational chart(s) depicting primary staff and Key Personnel, their roles, and their reporting relationships for:

- (a) D&C Works;
- (b) O&M Work;

- (c) Work requiring communication between D&C Works and O&M Works, and the lines of communication to be used; and
- (d) Work descriptions and abbreviated resumes for the Proposer's primary staff and Key Personnel).

D.2.2 Approach to Project Phasing

Provide Proposer's preliminary description of the overall approach to Project phasing and transitioning of operations from the existing to the new facilities.

D.2.3 Progress and Performance Reporting

Provide outlines or flow charts describing the progress and performance reporting processes that will be utilized to implement D&C Works and the performance reporting that will be utilized during O&M activities.

D.2.4 Work to Be Accomplished

Identify the major tasks and processes that must be accomplished throughout the Term to deliver the Project in accordance with the Project Agreement. Include both external tasks/processes, and tasks/processes internal to the Project Company such as managerial or financial milestones.

D.2.5 Approach for Performing the Work

Describe the Proposer's overall approach for performing major tasks and implementing major processes. At a minimum, describe:

- (a) Assignments of responsibility for major tasks/processes to team members and specific responsible personnel; and
- (b) General approach for tracking progress, continually evaluating quality, taking corrective actions, and routinely communicating schedule and quality issues within the team; and
- (c) General approach for tracking progress, continually evaluating quality, taking corrective actions, and routinely reporting schedule and quality issues with MDOT and the MDOT Representative.

D.2.6 Communications and Coordination

The Proposer shall identify the person or persons within the team responsible for keeping MDOT, Municipalities, the general public and other identified stakeholders adequately informed of activities that might affect them.

D.2.7 Occupational and Public Safety Plan (Safety Plan)

The Proposer shall provide a preliminary Safety Plan for the Project Operations that highlights policies, plans, training programs, work site controls, and incident response plans. Content of the preliminary plans should ensure the health and safety of personnel involved in the Project and the general public affected by the Project; and procedures for notifying MDOT of Incidents arising out of or in connection with the performance of the Project Operations. The Safety Plan shall address both the D&C Works and the O&M Works.

The Occupational aspects of the preliminary Safety Plan should describe general and Project-specific measures the Proposer will implement to provide a safe work site for all persons on Premises e.g. trades, supervisory and delivery personnel, visitors). This portion should include:

- (a) Statement from the Proposer emphasizing a commitment to the principles of construction safety;

- (b) Processes ensuring all that team members, subcontractors, delivery personnel and Site visitors, will meet a common set of safety requirements, regardless of their employer;
- (c) Safety policies that meet or exceed applicable requirements and guidelines including Occupational Health and Safety Act (OHSA);
- (d) Initial and ongoing safety training plans for all persons on Site;
- (e) Approaches for dealing with anticipated Project hazards;
- (f) Safety monitoring, inspections and record keeping;
- (g) Description and roles of staff dedicated to site safety;
- (h) Processes for accident and Incident reporting and response including procedure for responding to occupational health and safety issues identified by MDOT or the MDOT Representative.

Provide copies of the Proposing Team's Members overall safety record over the last three years as reported to OSHA.

The public aspects of the preliminary Safety Plan should describe general and Project-specific the measures the Proposer will follow to provide a safety at all interfaces with the general public. The plan should:

- (a) Identify locations/conditions where the public might interface with Project Operations
- (b) Identify preventative measures for managing those interface locations/conditions
- (c) Proscribe processes for implementing those measures.

D.2.8 Traffic Management Plan (TMP)

The Proposer must provide a preliminary TMP that describes the Proposer's approach to managing public and construction vehicle traffic during both the D&C Works and the O&M Works during the Term. The Proposer shall describe traffic control provisions, specific to the project, which should demonstrate an understanding of relevant traffic standards and Proposer obligations. This preliminary TMP should be prepared in sufficient detail to serve as an outline for the TMP anticipated for the PMP, should describe the most common traffic management situations anticipated, and discuss any general TTCP plans that the Proposer might consider to address those situations.

D.2.9 Quality Management Plan (QMP)

The Proposer must provide a preliminary QMP which conforms to the requirements of International Standard ISO 9001, ISO 9001 quality management principles and the minimum requirements stated in the Project Agreement. The Proposer is not required to obtain ISO 9001 certification for this Project, provided the processes in the QMP conform to ISO 9001 requirements.

The Preliminary QMP shall describe how the key management activities (such as project controls, design, construction, operations, maintenance, rehabilitation, traffic management and environmental management) will interface with each other and with the Quality Management System including the reporting and internal governance within and between all activities.

D.3 IMPROVED ILLUMINATION SYSTEM DESIGN (NO PAGE LIMIT)

D.3.1 Illumination Design

The Proposer must provide the following estimated design information for the Improved Freeway Lighting Systems:

- (a) Provide engineering specifications conforming to criteria allowed under the Project Agreement and Technical Requirements, establishing the values of design variables that will be used on the Project;
- (b) Provide preliminary engineering calculations and analyses for the planned illumination system improvements the Proposer intends to implement on the Project;
- (c) For each illumination system improvement, provide proto-typical designs specifying the products, equipment and/or systems to be used (including manufacturers' product specification sheets), and the applicable design criteria to be met,
- (d) Provide tabular listing(s) of anticipated system improvements planned for the initial 2-year period, and of anticipated system improvements/capital rehab planned for the Term.

D.3.2 Energy Improvement and Management

Proposer must provide technical details supporting the costs developed for the Financial Model submitted under the requirements of Section 6.3(g)(4) of Exhibit E – Financial Submission Requirements:

- (a) Monthly power usage table for the full Term (reported in kW-hours) showing the calculated power usage and the products, equipment and system assumptions used in the calculations;
- (b) Detailed schedule for the hours of operation and any methods, scheduling or power management tools that will be employed to achieve the reported power usage;
- (c) All assumptions used to generate the data reported in the Financial Submission.
- (d) Data must be sufficiently detailed to provide a clear picture of the nature and magnitude of energy savings that can be reasonably expected over the life of the Project, and must clearly correlate to the data reported in the Financial Submission.

D.3.3 Life Cycle Costs for Improved Freeway Lighting System

Proposer must provide the following technical details supporting the costs developed for the Financial Model submitted under the requirements of Exhibit E - Financial Proposal Submission Requirements, Section 2.3 - Funding Sources:

- (a) Subsection 2.3(g)(1) – D&C Works cost including:
 - i) Unit costs for item of expenditure anticipated to achieve Substantial Completion;
 - ii) Descriptions and quantities for each item, identifying the design specifications to each corresponds;
 - iii) All assumptions used to generate the data reported in the Financial Submission.
- (b) Subsection 2.3(g)(5) – O&M Works cost including:
 - i) Assumed unit costs for personnel, equipment, materials other expenses required to operate and maintain the system over the Term;
 - ii) Descriptions of each major category of operational or maintenance expenditure and assumed level of effort and quantities used to calculate the costs;
 - iii) Descriptions of each life-cycle rehabilitation activity and assumed level of effort and quantities used to calculate the costs, assuming that replacement parts during rehabilitation are identical to (or better than) initial replacement part;
 - iv) All assumptions used to generate the data reported in the Financial Submission.

D.4 D&C WORKS PLAN (10 PAGES, EXCLUDING TABLES)

D.4.1 Construction Processes

The Proposer shall provide a preliminary D&C Works Plans specific to the Project that describes the construction team's primary operating processes. The D&C Works Plan D&C Works Plan shall identify key issues and constraints affecting construction, and define strategies to manage those issues. Within the text, it must clearly address:

- (a) Integration of quality management processes into construction;
- (b) Integration of safety management processes into construction;
- (c) Integration of environmental management and compliance processes into construction;
- (d) Scheduling;
- (e) Materials management;
- (f) Procurement;
- (g) Resource management (labor, subcontractors, equipment);
- (h) The Coordination with other contracts within the project limits; Coordination with other contracts within the Premises, including the transfer of responsibility for providing electrical services from PLD to DTE on affected portions of the Project and performance of the Conversion Work. The Proposer must show how coordination of the D&C Works with the Conversion Work will be implemented, and will address designs plans and construction sequencing required for implementing the Improved Freeway Lighting System regardless of the status of the Conversion Work at affected locations. Plans and sequencing should demonstrate the overall impact of the Conversion Works on the performance of the D&C Works (including time and cost of performing such works) have been minimized.
- (i) Reporting and internal governance; and
- (j) Integration of design and construction activities.
- (k) The Proposer shall address construction sequencing and strategy policies relating to conditions that might affect other MDOT Projects, public mobility and safety during construction such as:
 - i) The need to minimize long-term (more than 24-hours) lane closures;
 - ii) The need to minimize construction-related disruption during traffic peaks associated with holidays, summer weekend patterns, and/or major events in nearby venues;
 - iii) The need for safe ingress/egress to active construction and storage areas for material hauling or demolition;
 - iv) The need to coordinate traffic management with work unrelated to the Project work such as MDOT maintenance or utility adjustments; and
 - v) The need to sequence the D&C Works to ensure the most efficient and cost effective coordination of those works with the Conversion Work at affected locations

D.4.2 Construction Schedule

The Proposer shall provide a Construction Schedule for the D&C Works.

The Schedule shall include a critical path network based schedule for the Project, and include, at a minimum, information about the following:

- (a) Completion and approval of the Project PMP;

- (b) D&C Works start and completion dates;
- (c) Planned staging, sequencing and milestones for the D&C Works;
- (d) Major D&C Work activities including:
 - i) material and product procurement,
 - ii) mobilization and seasonal demobilization,
 - iii) demolition,
 - iv) traffic management,
 - v) major lane closures,
 - vi) utility relocations and/or protection;
- (e) Coordination of milestones with MDOT;
- (f) Coordination with other projects;
- (g) Review and audit schedules, including key dates for submissions;
- (h) Commissioning processes;
- (i) Other significant work functions; and
- (j) Achievement of Substantial Completion within the allotted time, and completion of any remaining work before the Final Acceptance Deadline.

D.5 OPERATIONS & MAINTENANCE PLAN (OMP) (10 PAGES, EXCLUDING TABLES)

The Proposer shall provide a preliminary Operations & Maintenance Plan (OMP) which describes the Proposer's organization and personnel responsible for major activities and approach to performing the O&M Works, including roles and responsibilities of the personnel involved. This preliminary plan should be prepared in sufficient detail to serve as an outline for the O&M Plan anticipated for the PMP.

The O&M requirements are generally set out in the Project Agreement (Operations and Maintenance). The OMP must describe the team's primary operating processes, identify key issues and constraints affecting O&M, and define strategies to manage those issues. Within the text, the preliminary OMP should address (in no particular order):

- (a) Integration of quality management processes into O&M Works;
- (b) Integration of safety management processes into O&M Works;
- (c) Integration of traffic management processes into O&M Works;
- (d) Anticipated facilities the Proposer intends to build or use;
- (e) Anticipated level of staffing, equipment and other resources;
- (f) Anticipated schedule for routine maintenance;
- (g) Anticipated schedule for life-cycle-based rehabilitation and preventative maintenance that corresponds with the Proposer's design plan;
- (h) Processes and systems for data collection, reporting and management during the Term to ensure ongoing communication with MDOT, the MDOT Representative and identified stakeholders;
- (i) Processes for coordination with future contracts within the project limits;
- (j) Maintaining the design and performance criteria requirements established in the Project Agreement; and

- (k) Processes for correlating O&M Works with Schedule 3- Payment Mechanism to the Project Agreement procedures.

The text of the OMP should clearly define the Proposer's processes to meet all O&M performance requirements in the Project Agreement.

EXHIBIT E - FINANCIAL PROPOSAL SUBMISSION REQUIREMENTS

E.1 GENERAL

The Financial Submission must demonstrate that the Proposer's financing plan is robust and that it has sufficient support from lenders and equity investors to satisfy the Project requirements. The financial submission will be scored as follows:

- (a) Price – 100%
- (b) Description of Financing Plan – Pass/Fail
- (c) Funding Sources – Pass/Fail
- (d) Financial Capacity of the Proposer – Pass/Fail

E.1.2 General Instructions

The required contents and organization of the Financial Proposal are presented in this Exhibit E and summarized in the Financial Proposal Checklist provided in Exhibit C.

Proposers must submit all required information in the specified organization and format, along with a completed copy of the Financial Proposal Checklist. Proposers shall not amend the order or change the contents of the checklist except to provide the required cross-references to its Financial Proposal and signify with an "X" that the required information has been included in its response.

E.1.3 Format and Organization

All submittals are subject to the general format requirements established in Section 4.3.2 of this ITP.

E.2 FINANCIAL SUBMISSION REQUIREMENTS

E.2.1 Price

The Proposer shall submit the proposed quarterly Service Payments in accordance with Schedule 3 – Payment Mechanism. The Availability Payments portion of the Service Payments shall be escalated in accordance with Schedule 3 and for the purposes of the evaluation of the proposals the Proposal must assume a Cumulative Annual Escalation Rate of 2.5% per annum applied in accordance with the Project Agreement.

Service Payments in partial quarters should assume Availability Payments will be paid based on the number of days in the partial quarter divided by the total number of days in such quarter multiplied by the Quarterly Availability Payments for a full quarter.

Schedule 3 – Payment Mechanism to the Project Agreement will detail the calculations for the payments and assumptions to be used.

E.2.2 Description of Financing Plan

The Proposer shall provide a summary of:

- (a) Sources and uses of funds during the D&C Term;
- (b) Sources and uses of funds during the O&M Term;
- (c) Rationale for chosen financing approach over other options; and
- (d) Indicative timelines to Commercial and Financial Close, Substantial Completion and Final Acceptance.

E.2.3 Funding Sources

The Proposer shall provide a detailed financial plan setting out how the project will be funded at each stage. The financial plan should include (as applicable):

- (a) Identify all funding providers including underwriters, banks, internal funds or equity sources;
- (b) Statements of support from lenders (including any Private Placement or Bank Debt Financing), internal investment committee or Proposer's CFO or CEO including:
 - i) confirmation of their commitment to the project;
 - ii) confirmation that they have completed and are satisfied with the legal, technical and insurance due diligence they have performed and accept the draft Project Agreement;
 - iii) commitment by the lender(s) for no less than 100% of the amount of the proposed Bank Debt Financing or Private Placement proceeds, as applicable. Such commitments must include fixed credit spreads and pricing commitments for a period of not less than the Proposal Validity Period;
 - iv) confirmation from the lender(s) that the Project Agreement is acceptable in the form included in the RFP; and
 - v) confirmation from the lender(s) that final credit approval has been received subject only to completion of final credit documents and satisfaction of customary conditions precedent;
- (c) A description of the fees payable to the core lender(s); and
- (d) If the financial plan includes the sale of debt securities in a Private Placement, (i) a list of the purchasers of the Private Placement; and (ii) the investment representation letters executed (or to be executed) by purchasers of the debt securities in the Private Placement that attest to compliance with the securities law exemptions being relied upon;
- (e) Statement to how the Proposer plans to fund its equity commitment to the project including identity of investors and amount / timing of the investment;
- (f) Letter from an authorized representative of the Proposer committing to the subscribed equity investment;
- (g) Detailed term sheets for external financing including any covenants related to the financing and with respect to any Private Placement, the purchase agreement(s) of the purchasers of the Private Placement;
- (h) Reasonable details and assumptions around any planned refinancing during the Term, as applicable;
- (i) A quarterly Financial Model that will include, as applicable:
 - i) Capital expenditure during the D&C Term;
 - ii) Draws of funds to meet funding requirement during the D&C Term;
 - iii) Projections of the quarterly Service Payments;
 - iv) Projections of the quarterly Energy Saving Payments (including guaranteed energy usage in kWh and price prescribed by Schedule 3 – Payment Mechanism to the Project Agreement);
 - v) Projections of O&M Works costs;
 - vi) Debt principal amortization and interest payments;
 - vii) Taxes; and
 - viii) Distributions to Equity Members

- (j) A letter from the Proposer's equity member's Chief Financial Officer (or similar position) and financial advisor (if available) stating that the financing plan is realistic and achievable and that the financing outlined in the Financial Proposal is sufficient to complete the project to the requirements in the draft Project Agreement.

E.2.4 Financial Capacity of the Proposer

The Proposer shall demonstrate its financial soundness and stability to deliver the requirements of the project, including its equity investment. To do so, the Proposer will provide:

- (a) The corporate name, legal status, and state / country of incorporation for the Proposer and if the Proposer is a consortium, please provide information and role for each member of the consortium;
- (b) Two most recent twelve month financial statements including balance sheet, income statement, statement of cash flows, and independent auditor's report by a Certified Public Accounting firm. If the most recent twelve month financial statements are unaudited, include a statement from the CEO or CFO (or equivalent position) confirming that the statements are true, correct, and accurate. If the most recent twelve month financial statements are not available at time of bid submission, then provide the most recent four quarterly financial statements;
- (c) Current credit rating report (e.g., Dunn and Bradstreet), if applicable and discussion of the Proposer's current bonding capacity, including letter on bonding capacity for the construction firms as part of the Proposer;
- (d) List of all legal or administrative proceedings pending which are in relation to a government contract or may affect the ability to complete the Project in the last 3 years;
- (e) Statement as to whether your company or any principal of the company has been insolvent or declared bankruptcy in the last 5 years;
- (f) Details of all ownership interests in Project Company and any owners of Project Company and the identity of the ultimate parent corporation of Project Company and any owners of Project Company; and
- (g) Description of any instance of breaching any debt covenants in the last 5 years and the outcome of the breach.

E.2.5 FHWA Requirements

The Payments for the Project are being authorized and budgeted using federal advance construction (AC) procedures and the current Federal-aid agreement/authorization process set forth in 23 CFR 630 Subpart G. MDOT and the Project Company will be responsible for ensuring that the Project follows Title 23 and other applicable federal requirements and will preserve the eligibility of Project-related costs with future Federal-aid funds. Project Agreement Article 12 sets forth the Project Company's obligations to comply with Federal requirements, including those related to Federal-aid contracts, although should such provisions fail to include any applicable requirements, MDOT at all times remains responsible to ensure compliance with all applicable requirements.

Payments from MDOT to the Project Company for the Metro Region Freeway Lighting P3 Project – both the Milestone Payments (MPs) and the Service Payments – compensate for a single project that includes activities eligible for Federal-aid reimbursement, as well as activities not eligible. Based on Project Company's Financial Model, MDOT will determine the Federal Highway Administration level of participation in the payments.

The calculation of Federal-aid eligible costs considers only direct Project costs as estimated in the Financial Model prepared by the Project Company and confirmed by all funding parties at the Project's Commercial and Financial Close. The Project Company's Financial Model shall group the costs into these categories:

(a) Eligible Direct Costs:

- i) Construction,
- ii) Operations During Construction,
- iii) Maintenance During Construction, and
- iv) Renewals and Rehabilitation.

(b) Ineligible Direct Costs:

- i) Operations, and
- ii) Routine Maintenance.

Only these direct project costs have provided the basis for calculating Federal-aid participation. Project Company expenditures for activities such as loan repayments, equity returns, dividends, indirect project costs, etc. do not affect the participation rate calculation. The Proposer shall provide a separate tab in the model that groups the costs per the two categories noted above in the same periodicity as the Financial Model. MDOT may request additional details to confirm the costs are allocated correctly between each category.

EXHIBIT F - ADDENDA TO ITP (IF ANY)

EXHIBIT G - SYSTEM INVENTORY

Provided in Data Room as file name: Reference Information Documents/Inventory List

EXHIBIT H - FEDERAL WAGE RATES

General Decision Number: MI150001 01/02/2015 MI1

Superseded General Decision Number: MI20140001

State: Michigan

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

Counties: Michigan Statewide.

Note: Executive Order (EO) 13658 establishes an hourly minimum wage of \$10.10 for 2015 that applies to all contracts subject to the Davis-Bacon Act for which the solicitation is issued on or after January 1, 2015. If this contract is covered by the EO, the contractor must pay all workers in any classification listed on this wage determination at least \$10.10 (or the applicable wage rate listed on this wage determination, if it is higher) for all hours spent performing on the contract. The EO minimum wage rate will be adjusted annually. Additional information on contractor requirements and worker protections under the EO is available at www.dol.gov/whd/govcontracts.

Modification Number	Publication Date
0	01/02/2015

CARP0004-004 06/01/2013

REMAINDER OF STATE

	Rates	Fringes
CARPENTER (Piledriver).....	\$ 25.34	17.37

CARP0004-005 06/01/2013

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

	Rates	Fringes
CARPENTER (Piledriver).....	\$ 28.09	24.31

ELEC0017-005 06/02/2014

STATEWIDE

	Rates	Fringes
Line Construction		
Groundman/Driver.....	\$ 26.63	12.70
Journeyman Signal Tech, Communications Tech, Tower Tech & Fiber Optic Splicers.	\$ 36.16	15.37
Journeyman Specialist.....	\$ 41.58	16.89
Operator A.....	\$ 30.63	13.82
Operator B.....	\$ 28.62	13.26

Classifications

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

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

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

 ENGI0324-003 06/01/2014

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

	Rates	Fringes
OPERATOR: Power Equipment (Steel Erection)		
GROUP 1.....	\$ 43.57	21.55
GROUP 2.....	\$ 44.57	21.55
GROUP 3.....	\$ 42.07	21.55
GROUP 4.....	\$ 43.07	21.55
GROUP 5.....	\$ 40.57	21.55
GROUP 6.....	\$ 41.57	21.55
GROUP 7.....	\$ 40.30	21.55
GROUP 8.....	\$ 41.30	21.55
GROUP 9.....	\$ 39.85	21.55
GROUP 10.....	\$ 40.85	21.55
GROUP 11.....	\$ 39.12	21.55
GROUP 12.....	\$ 40.12	21.55
GROUP 13.....	\$ 38.76	21.55
GROUP 14.....	\$ 39.76	21.55
GROUP 15.....	\$ 38.12	21.55
GROUP 16.....	\$ 36.42	21.55
GROUP 17.....	\$ 31.31	21.55
GROUP 18.....	\$ 29.90	21.55

FOOTNOTE:

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

POWER EQUIPMENT OPERATOR CLASSIFICATIONS

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

GROUP 16: Forklift and 1 drum hoist

GROUP 17: Compressor or welder operator

GROUP 18: Oiler

 ENGI0324-004 06/01/2014

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

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

	Rates	Fringes
OPERATOR: Power Equipment (Steel Erection)		
AREA 1		
GROUP 1.....	\$ 29.44	21.70
GROUP 2.....	\$ 29.19	21.70
GROUP 3.....	\$ 28.69	21.70
GROUP 4.....	\$ 23.59	21.70
GROUP 5.....	\$ 21.94	21.70
GROUP 6.....	\$ 19.34	21.70
AREA 2		
GROUP 1.....	\$ 29.44	21.70
GROUP 2.....	\$ 29.19	21.70
GROUP 3.....	\$ 28.19	21.70
GROUP 4.....	\$ 23.29	21.70
GROUP 5.....	\$ 21.64	21.70
GROUP 6.....	\$ 18.84	21.70

FOOTNOTES:

Crane operator with main boom and jib 300' or longer: \$1.50 additional to the group 1 rate. Crane operator with main boom and jib 400' or longer: \$3.00 additional to the group 1 rate.

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

POWER EQUIPMENT OPERATOR CLASSIFICATIONS:

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

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

GROUP 3: Regular Equipment Operator, Crane, Dozer, Loader, Hoist, Straddle Wagon, Mechanic, Grader and Hydro Excavator.

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

GROUP 5: Air Compressor, Welder, Generators, Conveyors

GROUP 6: Oiler and fire tender

 ENGI0324-005 09/01/2014

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

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

	Rates	Fringes
OPERATOR: Power Equipment (Underground construction (including sewer))		
AREA 1:		
GROUP 1.....	\$ 30.48	21.15
GROUP 2.....	\$ 25.75	21.15
GROUP 3.....	\$ 25.02	21.15
GROUP 4.....	\$ 24.45	21.15
AREA 2:		
GROUP 1.....	\$ 28.77	21.15
GROUP 2.....	\$ 23.88	21.15
GROUP 3.....	\$ 23.38	21.15
GROUP 4.....	\$ 23.10	21.15

POWER EQUIPMENT OPERATOR CLASSIFICATIONS

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

Excavator

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

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

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

ENGI0324-006 06/01/2014

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

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

Rates

Fringes

Power equipment operators:
(AIRPORT, BRIDGE & HIGHWAY

CONSTRUCTION)

AREA 1

GROUP 1.....	\$ 30.26	21.85
GROUP 2.....	\$ 23.53	21.85
GROUP 3.....	\$ 24.83	21.85
GROUP 4.....	\$ 22.97	21.85
GROUP 5.....	\$ 22.80	21.85

AREA 2

GROUP 1.....	\$ 30.26	21.85
GROUP 2.....	\$ 23.38	21.85
GROUP 3.....	\$ 24.68	21.85
GROUP 4.....	\$ 22.82	21.85
GROUP 5.....	\$ 22.50	21.85

POWER EQUIPMENT OPERATOR CLASSIFICATIONS

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

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

GROUP 3: Grease Truck

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

GROUP 5: Boiler fire tender; Oiler; Fire tender; Trencher (service); Flexplane operator; Cleftplane operator; Grader

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

 ENGI0324-007 07/01/2014

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

	Rates	Fringes
OPERATOR: Power Equipment (Steel Erection)		
Compressor, welder and forklift.....	\$ 24.61	21.55
Crane operator, main boom & jib 120' or longer.....	\$ 28.36	21.55
Crane operator, main boom & jib 140' or longer.....	\$ 28.61	21.55
Crane operator, main boom & jib 220' or longer.....	\$ 28.86	21.55
Mechanic with truck and tools.....	\$ 29.36	21.55
Oiler and fireman.....	\$ 23.31	21.55
Regular operator.....	\$ 27.86	21.55

 ENGI0324-008 11/01/2014

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

	Rates	Fringes
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cities, towns, subdivisions, suburban areas, or within private property boundaries, up to and including private meter settings of private industrial, governmental or other premises, more commonly referred to as "distribution work," starting from the first metering station, connection, similar or related facility, of the main or cross country pipeline and including duct installation.

AREA 1:

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

GROUP 2: Dozer (less than D-6 equivalent), endloader (under 2 yd. capacity), side boom (under D-4 capacity), backfiller, pumps (1 or 2 of 6-inch discharge or greater), boom truck (with powered boom), tractor (wheel type other than backhoe or front endloader).

GROUP 3: Tamper (self-propelled), boom truck (with non-powered boom), concrete saw (20 hp or larger), pumps (2 to 4 under 6-inch discharge), compressor (2 or more or when one is used continuously into the second day) and trencher(service).

GROUP 4: Oiler, hydraulic pipe pushing machine, grease person and hydrostatic testing operator.

AREA 2:

GROUP 1: Mechanic, crane (over 1/2 yd. capacity), backhoe (over 1/2 yd. capacity), grader (Caterpillar 12 equivalent or larger)

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

GROUP 2-B: Crane (1/2 yd. capacity or less), compressor (2 or more), dozer (D-4 equivalent or larger), endloader (1 yd. capacity or larger), pump (1 or 2 six-inch or larger), side boom (D-4 equivalent or larger)

GROUP 3: Backfiller, boom truck (powered), concrete saw (20 hp or larger), dozer (less than D-4 equivalent), endloader (under 1 yd. capacity), farm tractor (with attachments), pump (2 - 4 under six-inch capacity), side boom tractor(less than D-4 equivalent), tamper (self-propelled), trencher service and grader maintenance

GROUP 4: Oiler, grease person and hydrostatic testing operator

IRON0008-007 06/01/2013

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

	Rates	Fringes
Ironworker - pre-engineered metal building erector.....	\$ 23.70	6.95
IRONWORKER		
General contracts		
\$10,000,000 or greater.....	\$ 25.75	23.17
General contracts less		
than \$10,000,000.....	\$ 22.53	23.17

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

 IRON0025-002 06/01/2014

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

	Rates	Fringes
Ironworker - pre-engineered metal building erector		
Alcona, Alpena, Arenac, Cheboygan, Clare, Clinton, Crawford, Gladwin, Gratiot, Huron, Ingham, Iosco, Isabella, Jackson, Lapeer, Livingston (west of Burkhardt Road), Montmorency, Ogemaw, Oscoda, Otsego, Presque Isle, Roscommon, Sanilac, Shiawassee, Tuscola & Washtenaw (west of U.S. 23)....	\$ 22.17	20.13
Bay, Genesee, Lapeer, Livingston (east of Burkhardt Road), Macomb, Midland, Oakland, Saginaw, St. Clair, The University of Michigan, Washtenaw (east of U.S. 23) & Wayne....	\$ 23.39	21.13
IRONWORKER		
Ornamental and Structural....	\$ 33.78	26.97

Reinforcing.....	\$ 28.30	24.60

IRON0055-005 07/01/2013		

LENAWEE AND MONROE COUNTIES:

	Rates	Fringes
IRONWORKER		
Pre-engineered metal buildings.....	\$ 23.59	19.35
All other work.....	\$ 28.32	19.35

IRON0292-003 06/01/2014

BERRIEN AND CASS COUNTIES:

	Rates	Fringes
IRONWORKER (Including pre-engineered metal building erector).....		
	\$ 27.62	18.66

IRON0340-001 12/01/2013

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

	Rates	Fringes
IRONWORKER (Including pre-engineered metal building erector).....		
	\$ 20.68	24.57

* LABO0005-006 10/01/2014

	Rates	Fringes
Laborers - hazardous waste abatement: (ALCONA, ALPENA, ANTRIM, BENZIE, CHARLEVOIX, CHEBOYGAN, CRAWFORD, EMMET, GRAND TRAVERSE, IOSCO, KALKASKA, LEELANAU, MISSAUKEE, MONTMORENCY, OSCODA, OTSEGO, PRESQUE ISLE AND WEXFORD COUNTIES - Zone 10)		
Levels A, B or C.....	\$ 17.45	12.75
Work performed in conjunction with site		

preparation not requiring the use of personal protective equipment; Also, Level D.....\$ 16.45	12.75
Laborers - hazardous waste abatement: (ALGER, BARAGA, CHIPPEWA, DELTA, DICKINSON, GOGEBIC, HOUGHTON, IRON, KEWEENAW, LUCE, MACKINAC, MARQUETTE, MENOMINEE, ONTONAGON AND SCHOOLCRAFT COUNTIES - Zone 11) Levels A, B or C.....\$ 20.91	12.78
Work performed in conjunction with site preparation not requiring the use of personal protective equipment; Also, Level D.....\$ 19.91	12.78
Laborers - hazardous waste abatement: (ALLEGAN, BARRY, BERRIEN, BRANCH, CALHOUN, CASS, IONIA COUNTY (except the city of Portland); KALAMAZOO, KENT, LAKE, MANISTEE, MASON, MECOSTA, MONTCALM, MUSKEGON, NEWAYGO, OCEANA, OSCEOLA, OTTAWA, ST. JOSEPH AND VAN BUREN COUNTIES - Zone 9) Levels A, B or C.....\$ 19.99	12.75
Work performed in conjunction with site preparation not requiring the use of personal protective equipment; Also, Level D.....\$ 18.99	12.75
Laborers - hazardous waste abatement: (ARENAC, BAY, CLARE, GLADWIN, GRATIOT, HURON, ISABELLA, MIDLAND, OGEMAW, ROSCOMMON, SAGINAW AND TUSCOLA COUNTIES - Zone 8) Levels A, B or C.....\$ 20.02	12.75
Work performed in conjunction with site preparation not requiring the use of personal protective equipment; Also, Level D.....\$ 19.02	12.75
Laborers - hazardous waste abatement: (CLINTON, EATON AND INGHAM COUNTIES; IONIA COUNTY (City of Portland); LIVINGSTON COUNTY (west of	

Oak Grove Rd., including the City of Howell) - Zone 6)		
Levels A, B or C.....\$ 23.29		12.75
Work performed in conjunction with site preparation not requiring the use of personal protective equipment;		
Also, Level D.....\$ 22.29		12.75
Laborers - hazardous waste abatement: (GENESEE, LAPEER AND SHIAWASSEE COUNTIES - Zone 7)		
Levels A, B or C.....\$ 23.40		12.79
Work performed in conjunction with site preparation not requiring the use of personal protective equipment;		
Also, Level D.....\$ 22.40		12.79
Laborers - hazardous waste abatement: (HILLSDALE, JACKSON AND LENAWEE COUNTIES - Zone 4)		
Levels A, B or C.....\$ 30.00		14.09
Work performed in conjunction with site preparation not requiring the use of personal protective equipment;		
Also, Level D.....\$ 29.00		14.09
Laborers - hazardous waste abatement: (LIVINGSTON COUNTY (east of Oak Grove Rd. and south of M-59, excluding the city of Howell); AND WASHTENAW COUNTY - Zone 3)		
Levels A, B or C.....\$ 29.32		13.85
Work performed in conjunction with site preparation not requiring the use of personal protective equipment;		
Also, Level D.....\$ 28.32		13.85
Laborers - hazardous waste abatement: (MACOMB AND WAYNE COUNTIES - Zone 1)		
Levels A, B or C.....\$ 27.94		16.55
Work performed in conjunction with site preparation not requiring the use of personal protective equipment;		
Also, Level D.....\$ 26.94		16.55
Laborers - hazardous waste		

abatement: (MONROE COUNTY - Zone 4)		
Levels A, B or C.....\$ 30.00		14.09
Work performed in conjunction with site preparation not requiring the use of personal protective equipment;		
Also, Level D.....\$ 29.00		14.09
Laborers - hazardous waste abatement: (OAKLAND COUNTY and the Northeast portion of LIVINGSTON COUNTY bordered by Oak Grove Road on the West and M-59 on the South - Zone 2)		
Level A, B, C.....\$ 27.94		16.55
Work performed in conjunction with site preparation not requiring the use of personal protective equipment;		
Also, Level D.....\$ 26.94		16.55
Laborers - hazardous waste abatement: (SANILAC AND ST. CLAIR COUNTIES - Zone 5)		
Levels A, B or C.....\$ 24.97		15.19
Work performed in conjunction with site preparation not requiring the use of personal protective equipment;		
Also, Level D.....\$ 23.97		15.19

* LABO0259-001 09/01/2014

AREA 1: MACOMB, OAKLAND AND WAYNE COUNTIES
 AREA 2: ALCONA, ALGER, ALLEGAN, ALPENA, ANTRIM, ARENAC, BARAGA, BARRY, BAY, BENZIE, BERRIEN, BRANCH, CALHOUN, CASS, CHARLEVOIX, CHEBOYGAN, CHIPPEWA, CLARE, CLINTON, CRAWFORD, DELTA, DICKINSON, EATON, EMMET, GENESEE, GLADWIN, GOGEBIC, GRAND TRAVERSE, GRATIOT, HILLSDALE, HOUGHTON, HURON, INGHAM, IONIA, IOSCO, IRON, ISABELLA, JACKSON, KALAMAZOO, KALKASKA, KENT, KEWEENAW, LAKE, LAPEER, LEELANAU, LENAWEE, LIVINGSTON, LUCE, MACKINAC, MANISTEE, MARQUETTE, MASON, MECOSTA, MENOMINEE, MIDLAND, MISSAUKEE, MONROE, MONTCALM, MONTMORENCY, MUSKEGON, NEWAYGO, OCEANA, OGEMAW, ONTONAGON, OSCEOLA, OSCODA, OTSEGO, OTTAWA, PRESQUE ISLE, ROSCOMMON, SAGINAW, ST. CLARE, ST. JOSEPH, SANILAC, SCHOOLCRAFT, SHIAWASSEE, TUSCOLA, VAN BUREN, WASHTENAW AND WEXFORD COUNTIES

Rates Fringes

Laborers - tunnel, shaft and

caisson:

AREA 1		
GROUP 1.....	\$ 21.57	16.28
GROUP 2.....	\$ 21.68	16.28
GROUP 3.....	\$ 21.74	16.28
GROUP 4.....	\$ 21.92	16.28
GROUP 5.....	\$ 22.17	16.28
GROUP 6.....	\$ 22.50	16.28
GROUP 7.....	\$ 15.78	16.28
AREA 2		
GROUP 1.....	\$ 22.80	12.75
GROUP 2.....	\$ 22.89	12.75
GROUP 3.....	\$ 22.99	12.75
GROUP 4.....	\$ 23.15	12.75
GROUP 5.....	\$ 23.41	12.75
GROUP 6.....	\$ 23.72	12.75
GROUP 7.....	\$ 15.99	12.75

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

TUNNEL LABORER CLASSIFICATIONS

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

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

GROUP 3: Air tool operator (jackhammer, bush hammer and grinder), first bottom, second bottom, cage tender, car pusher, carrier, concrete, concrete form, concrete repair, cement invert laborer, cement finisher, concrete shoveler, conveyor, floor, gasoline and electric tool operator, gunite, grout operator, welder, heading dinky person, inside lock tender, pea gravel operator, pump, outside lock tender, scaffold, top signal person, switch person, track, tugger, utility person, vibrator, winch operator, pipe jacking, wagon drill and air track operator and concrete saw operator (under 40 h.p.)

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

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

GROUP 6: Dynamite and powder

GROUP 7: Restoration laborer, seeding, sodding, planting,

cutting, mulching and top soil grading; and the restoration of property such as replacing mailboxes, wood chips, planter boxes, flagstones, etc.

 * LABO0334-001 09/01/2014

	Rates	Fringes
Laborers - open cut:		
ZONE 1 - MACOMB, OAKLAND AND WAYNE COUNTIES:		
GROUP 1.....	\$ 21.42	16.28
GROUP 2.....	\$ 21.53	16.28
GROUP 3.....	\$ 21.58	16.28
GROUP 4.....	\$ 21.66	16.28
GROUP 5.....	\$ 21.72	16.28
GROUP 6.....	\$ 19.17	16.28
GROUP 7.....	\$ 15.79	16.28
ZONE 2 - LIVINGSTON COUNTY (east of M-151 (Oak Grove Rd.)); MONROE AND WASHTENAW COUNTIES:		
GROUP 1.....	\$ 22.45	12.75
GROUP 2.....	\$ 22.56	12.46
GROUP 3.....	\$ 22.68	12.46
GROUP 4.....	\$ 22.75	12.46
GROUP 5.....	\$ 22.90	12.46
GROUP 6.....	\$ 20.20	12.46
GROUP 7.....	\$ 16.84	12.46
ZONE 3 - CLINTON, EATON, GENESEE, HILLSDALE AND INGHAM COUNTIES; IONIA COUNTY (City of Portland); JACKSON, LAPEER AND LENAWEЕ COUNTIES; LIVINGSTON COUNTY (west of M-151 Oak Grove Rd.); SANILAC, ST. CLAIR AND SHIAWASSEE COUNTIES:		
GROUP 1.....	\$ 20.64	12.75
GROUP 2.....	\$ 20.78	12.46
GROUP 3.....	\$ 20.90	12.46
GROUP 4.....	\$ 20.95	12.46
GROUP 5.....	\$ 21.09	12.46
GROUP 6.....	\$ 18.39	12.46
GROUP 7.....	\$ 15.54	12.46
ZONE 4 - ALCONA, ALLEGAN, ALPENA, ANTRIM, ARENAC, BARRY, BAY, BENZIE, BERRIEN, BRANCH, CALHOUN, CASS, CHARLEVOIX, CHEBOYGAN, CLARE, CRAWFORD, EMMET, GLADWIN, GRAND TRAVERSE,		

GRATIOT AND HURON
 COUNTIES; IONIA COUNTY
 (EXCEPT THE CITY OF
 PORTLAND); IOSCO,
 ISABELLA, KALAMAZOO,
 KALKASKA, KENT,
 LAKE, LEELANAU, MANISTEE,
 MASON, MECOSTA, MIDLAND,
 MISSAUKEE, MONTCALM,
 MONTMORENCY, MUSKEGON,
 NEWAYGO, OCEANA, OGEMAW,
 OSCEOLA, OSCODA, OTSEGO,
 OTTAWA, PRESQUE ISLE,
 ROSCOMMON, SAGINAW, ST.
 JOSEPH, TUSCOLA, VAN BUREN
 AND WEXFORD COUNTIES:

GROUP 1.....	\$ 19.65	12.75
GROUP 2.....	\$ 19.78	12.46
GROUP 3.....	\$ 19.89	12.46
GROUP 4.....	\$ 19.96	12.46
GROUP 5.....	\$ 20.08	12.46
GROUP 6.....	\$ 17.30	12.46
GROUP 7.....	\$ 15.64	12.46

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

GROUP 1.....	\$ 19.86	12.75
GROUP 2.....	\$ 20.00	12.46
GROUP 3.....	\$ 20.13	12.46
GROUP 4.....	\$ 20.18	12.46
GROUP 5.....	\$ 20.23	12.46
GROUP 6.....	\$ 17.61	12.46
GROUP 7.....	\$ 15.72	12.46

SCOPE OF WORK:

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

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

OPEN CUT LABORER CLASSIFICATIONS

GROUP 1: Construction laborer

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

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

GROUP 4: Trench or excavating grade person

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

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

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

LABO0465-001 06/01/2014

LABORER: Highway, Bridge and Airport Construction

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

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

AREA 3: ALCONA, ALPENA, ANTRIM, ARENAC, BENZIE, CHARLEVOIX, CHEBOYGAN, CLARE, CRAWFORD, EMMET, GLADWIN, GRAND TRAVERSE, IONIA, IOSCO, ISABELLA, KALKASKA, KENT, LAKE, LEELANAU, MANISTEE, MASON, MECOSTA, MISSAUKEE, MONTCALM, MONTMORENCY, NEWAYGO, OCEANA, OGEMAW, OSCEOLA, OSCODA, OTSEGO, OTTAWA, PRESQUE ISLE, ROSCOMMON AND WEXFORD COUNTIES

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

	Rates	Fringes
LABORER (AREA 1)		
GROUP 1.....	\$ 24.71	12.75
GROUP 2.....	\$ 24.84	12.75
GROUP 3.....	\$ 25.05	12.75
GROUP 4.....	\$ 25.10	12.75
GROUP 5.....	\$ 25.31	12.75
GROUP 6.....	\$ 25.61	12.75
LABORER (AREA 2)		
GROUP 1.....	\$ 22.71	12.75
GROUP 2.....	\$ 22.91	12.75
GROUP 3.....	\$ 23.15	12.75
GROUP 4.....	\$ 23.50	12.75
GROUP 5.....	\$ 22.37	12.75
GROUP 6.....	\$ 23.71	12.75
LABORER (AREA 3)		
GROUP 1.....	\$ 21.96	12.75
GROUP 2.....	\$ 22.17	12.75
GROUP 3.....	\$ 22.46	12.75
GROUP 4.....	\$ 22.90	12.75
GROUP 5.....	\$ 22.32	12.75
GROUP 6.....	\$ 22.95	12.75
LABORER (AREA 4)		
GROUP 1.....	\$ 21.96	12.75
GROUP 2.....	\$ 22.17	12.75
GROUP 3.....	\$ 22.46	12.75
GROUP 4.....	\$ 22.90	12.75
GROUP 5.....	\$ 22.52	12.75
GROUP 6.....	\$ 22.95	12.75

LABORER CLASSIFICATIONS

GROUP 1: Asphalt shoveler or loader; asphalt plant misc.; burlap person; yard person; dumper (wagon, truck, etc.); joint filling laborer; miscellaneous laborer; unskilled laborer; sprinkler laborer; form setting laborer; form stripper; pavement reinforcing; handling and placing (e.g., wire mesh, steel mats, dowel bars); mason's tender or bricklayer's tender on manholes; manhole builder; headwalls, etc.; waterproofing, (other than buildings) seal coating and slurry mix, shoring, underpinning; pressure

grouting; bridge pin and hanger removal; material recycling laborer; horizontal paver laborer (brick, concrete, clay, stone and asphalt); ground stabilization and modification laborer; grouting; waterblasting; top person; railroad track and trestle laborer; carpenters' tender; guard rail builders' tender; earth retention barrier and wall and M.S.E. wall installer's tender; highway and median installer's tender(including sound, retaining, and crash barriers); fence erector's tender; asphalt raker tender; sign installer; remote control operated equipment.

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

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

GROUP 4: Asphalt raker

GROUP 5: Pipe layers, oxy-gun

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

 LAB01076-005 04/01/2014

MICHIGAN STATEWIDE

	Rates	Fringes
LABORER (DISTRIBUTION WORK)		
Zone 1.....	\$ 19.17	12.75
Zone 2.....	\$ 17.62	12.75
Zone 3.....	\$ 15.85	12.75
Zone 4.....	\$ 15.22	12.75
Zone 5.....	\$ 15.22	12.75

DISTRIBUTION WORK - The construction, installation, treating and reconditioning of distribution pipelines transporting coal, oil, gas or other similar materials, vapors or liquids, including pipelines within private property boundaries, up to and including the meter settings on residential, commercial, industrial, institutional, private and public structures. All work covering pumping stations

and tank farms not covered by the Building Trades Agreement. Other distribution lines with the exception of sewer, water and cable television are included.

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

Zone 1 - Macomb, Oakland and Wayne

Zone 2 - Monroe and Washtenaw

Zone 3 - Bay, Genesee, Lapeer, Midland, Saginaw, Sanilac, Shiawassee and St. Clair

Zone 4 - Alger, Baraga, Chippewa, Delta, Dickinson, Gogebic, Houghton, Iron, Keweenaw, Luce, Mackinac, Marquette, Menominee, Ontonagon and Schoolcraft

Zone 5 - Remaining Counties in Michigan

 PAIN0022-002 07/01/2008

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

	Rates	Fringes
PAINTER.....	\$ 25.06	14.75

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

PAIN0312-001 06/12/2014

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

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

PAIN0845-003 05/21/2014

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

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

PAIN0845-015 05/21/2014

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

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

PAIN0845-018 05/21/2014

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

Port Sheldon, Tallmadge, Wright and Zeeland):

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

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

PAIN1011-003 06/05/2014

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

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

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

PAIN1474-002 06/01/2010

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

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

FOOTNOTES: Lead abatement work: \$1.00 per hour additional.
Work with any hazardous material: \$1.00 per hour
additional. Sandblasting, steam cleaning and acid cleaning:
\$1.00 per hour additional. Ladder work at or above 40 ft.,
scaffold work at or above 40 ft., swing stage, boatswain
chair, window jacks and all work performed over a falling
height of 40 ft.: \$1.00 per hour additional. Spray gun
work, pick pullers and those handling needles, blowing off
by air pressure, and any person rigging (setting up and
moving off the ground): \$1.00 per hour additional.
Steeplejack, tanks, gas holders, stacks, flag poles, radio
towers and beacons, power line towers, bridges, etc.: \$1.00
per hour additional, paid from the ground up.

PAIN1803-003 06/01/2014

ALCONA, ALPENA, ANTRIM, ARENAC, BAY, BENZIE, CHARLEVOIX,
CHEBOYGAN, CLARE, CRAWFORD, EMMET, GLADWIN, GRAND TRAVERSE,
GRATIOT, IOSCO, ISABELLA, KALKASKA, LAKE, LEELANAU, MANISTEE,

MASON, MIDLAND, MISSAUKEE, MONTMORENCY AND OGEMAW COUNTIES;
 OSCEOLA COUNTY (north of Hwy. #10); OSCODA, OTSEGO, PRESQUE
 ISLE, ROSCOMMON, SAGINAW AND WEXFORD COUNTIES:

	Rates	Fringes
PAINTER		
Work performed on water, bridges over water or moving traffic, radio and powerline towers, elevated tanks, steeples, smoke stacks over 40 ft. of falling heights, recovery of lead-based paints and any work associated with industrial plants, except maintenance of industrial		
plants.....	\$ 24.00	12.8
All other work, including maintenance of industrial plant.....	\$ 22.58	12.80

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

 PLAS0514-001 06/01/2014

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

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

	Rates	Fringes
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CEMENT MASON/CONCRETE FINISHER

ZONE 1.....	\$ 29.59	12.59
ZONE 2.....	\$ 28.29	12.59

 PLUM0190-003 05/01/2014

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

Rates Fringes

Plumber/Pipefitter - gas
 distribution pipeline:

Welding in conjunction with gas distribution pipeline work.....	\$ 31.73	19.96
All other work:.....	\$ 20.72	11.15

 TEAM0007-004 06/01/2014

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

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

Rates Fringes

TRUCK DRIVER
 AREA 1
 Euclids, double bottoms

and lowboys.....	\$ 25.05	.50 + a+b
Trucks under 8 cu. yds.....	\$ 24.80	.50 + a+b
Trucks, 8 cu. yds. and over.....	\$ 24.90	.50 + a+b
AREA 2		
Euclids, double bottomms and lowboys.....	\$ 24.895	.50 + a+b
Euclids, double bottomms and lowboys.....	\$ 25.15	.50 + a+b
Trucks under 8 cu. yds.....	\$ 24.90	.50 + a+b
Trucks, 8 cu. yds. and over.....	\$ 25.00	.50 + a+b

Footnote:

- a. \$395.05 per week
- b. \$56.10 daily

 TEAM0247-004 06/01/2004

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

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

	Rates	Fringes
Sign Installer		
AREA 1		
GROUP 1.....	\$ 20.18	.15 + a
GROUP 2.....	\$ 19.93	.15 + a
AREA 2		
GROUP 1.....	\$ 21.73	.15 + a
GROUP 2.....	\$ 21.48	.15 + a

FOOTNOTE:

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

SIGN INSTALLER CLASSIFICATIONS:

GROUP 1: performs all necessary labor and uses all tools required to construct and set concrete forms required in

the installation of highway and street signs

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

TEAM0247-010 04/01/2014

AREA 1: LAPEER AND SHIAWASSEE COUNTIES

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

	Rates	Fringes
TRUCK DRIVER (Underground construction)		
AREA 1		
GROUP 1.....	\$ 21.97385.00/wk	+57.20/day
GROUP 2.....	\$ 22.06385.00/wk	+57.20/day
GROUP 3.....	\$ 22.27385.00/wk	+57.20/day
AREA 2		
GROUP 1.....	\$ 22.27385.00/wk	+57.20/day
GROUP 2.....	\$ 22.41385.00/wk	+57.20/day
GROUP 3.....	\$ 22.60358.65/wk	+55.00/day

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

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

TRUCK DRIVER CLASSIFICATIONS

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

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

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

SUMI2002-001 05/01/2002

	Rates	Fringes
Flag Person.....	\$ 18.99	12.75
LINE PROTECTOR (ZONE 1: GENESEE, MACOMB, MONROE, OAKLAND, WASHTENAW AND WAYNE)....	\$ 18.98	12.17
LINE PROTECTOR (ZONE 2: STATEWIDE (EXCLUDING GENESEE, MACOMB, MONROE, OAKLAND, WASHTENAW AND WAYNE).....	\$ 17.14	12.17
Pavement Marking Machine (ZONE 1: GENESEE, MACOMB, MONROE, OAKLAND, WASHTENAW AND WAYNE COUNTIES) Group 1.....	\$ 24.89	12.17
Pavement Marking Machine (ZONE 1: GENESEE, MACOMB, MONROE, OAKLAND, WASHTENAW AND WAYNE) Group 2.....	\$ 22.40	12.17
Pavement Marking Machine (ZONE 2: STATEWIDE (EXCLUDING GENESEE, MACOMB, MONROE, OAKLAND, WASHTENAW AND WAYNE COUNTIES) Group 1.....	\$ 22.89	12.17
Pavement Marking Machine (ZONE 2: STATEWIDE (EXCLUDING GENESEE, MACOMB, MONROE, OAKLAND, WASHTENAW AND WAYNE) Group 2.....	\$ 20.60	12.17

WORK CLASSIFICATIONS:

PAVEMENT MARKER GROUP 1: Drives or operates a truck mounted striper, grinder, blaster, groover, or thermoplastic melter for the placement or removal of temporary or permanent pavement markings or markers.

PAVEMENT MARKER GROUP 2: Performs all functions involved for the placement or removal of temporary or permanent pavement markings or markers not covered by the classification of Pavement Marker Group 1 or Line Protector.

LINE PROTECTOR: Performs all operations for the protection or removal of temporary or permanent pavement markings or markers in a moving convoy operation not performed by the

classification of Pavement Marker Group 1. A moving convoy operation is comprised of only Pavement Markers Group 1 and Line Protectors.

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

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

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

Union Rate Identifiers

A four letter classification abbreviation identifier enclosed in dotted lines beginning with characters other than "SU" or "UAVG" denotes that the union classification and rate were prevailing for that classification in the survey. Example: PLUM0198-005 07/01/2014. PLUM is an abbreviation identifier of the union which prevailed in the survey for this classification, which in this example would be Plumbers. 0198 indicates the local union number or district council number where applicable, i.e., Plumbers Local 0198. The next number, 005 in the example, is an internal number used in processing the wage determination. 07/01/2014 is the effective date of the most current negotiated rate, which in this example is July 1, 2014.

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

Survey Rate Identifiers

Classifications listed under the "SU" identifier indicate that no one rate prevailed for this classification in the survey and the published rate is derived by computing a weighted average

rate based on all the rates reported in the survey for that classification. As this weighted average rate includes all rates reported in the survey, it may include both union and non-union rates. Example: SULA2012-007 5/13/2014. SU indicates the rates are survey rates based on a weighted average calculation of rates and are not majority rates. LA indicates the State of Louisiana. 2012 is the year of survey on which these classifications and rates are based. The next number, 007 in the example, is an internal number used in producing the wage determination. 5/13/2014 indicates the survey completion date for the classifications and rates under that identifier.

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

Union Average Rate Identifiers

Classification(s) listed under the UAVG identifier indicate that no single majority rate prevailed for those classifications; however, 100% of the data reported for the classifications was union data. EXAMPLE: UAVG-OH-0010 08/29/2014. UAVG indicates that the rate is a weighted union average rate. OH indicates the state. The next number, 0010 in the example, is an internal number used in producing the wage determination. 08/29/2014 indicates the survey completion date for the classifications and rates under that identifier.

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

WAGE DETERMINATION APPEALS PROCESS

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

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

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

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

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

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

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

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

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

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

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

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END OF GENERAL DECISION

AMENDMENT TO:

General Decision Number: MI150001 01/02/2015 MI1

NOTICE TO BIDDERS

This Notice To Bidders changes the terms of the project. This Notice To Bidders takes precedence over the contract provisions for which the change affects. By submitting a bid, the Proposer accepts the change(s) included in this Notice To Bidders.

THIS NOTICE TO BIDDERS AFFECTS THE METRO REGION FREEWAY LIGHTING DBFOM PROJECT.

The following paragraphs instruct how to make the requested change presented by this Notice To Bidders.

CHANGES TO INSTRUCTIONS TO PROPOSERS PAGES

When instructed to **REPLACE** a line/paragraph within the ITP, strike out the text or paragraph to be replaced and hand write in the replacement text.

Changes indicated by this Notice to Bidders are to be considered when developing the price proposal.

Proposers are hereby advised of the following:

The Davis-Bacon Wage Decision MI150001, dated 01/02/2015 contains an incorrect pay rate for "Flag Person." **REPLACE** the rate for this labor as follows:

SUMI2002-001, 05/01/2002:

Rates

Flag Person.....\$ 8.15

EXHIBIT I - PROPOSAL TECHNICAL COMMITMENTS

FORM A - AGREEMENTS ON TERMS OF DISCUSSION

Name of Proposer: _____ (the "Proposer")

This Agreement on Terms of Discussion (this "Agreement") is dated as of _____, 2014, and is being executed by the undersigned on behalf of the Proposer. Reference is made to the Request for Proposals for the Delivery of Freeway Lighting as a Public-Private Partnership (the "RFP") issued by MDOT. All capitalized terms used but not defined herein shall have the meanings set forth in Part I: Instructions to Proposers of the RFP (the "ITP").

MDOT's receipt or discussion of any information submitted by or on behalf of the Proposer in connection with the RFP or the procurement conducted thereunder or contained in the Proposal will not impose any obligations whatsoever on MDOT or entitle the Proposer to any compensation (except to the extent specifically provided in the RFP). Any such information given to MDOT before, with or after the date of this Agreement, either orally or in writing, is not given in confidence. Such information may be used, or disclosed to others, for any purpose at any time without obligation or compensation and without liability of any kind whatsoever. Any statement which is inconsistent with this Agreement, whether made as part of or in connection with this Agreement, shall be void and of no effect. This Agreement is not intended, however, to grant to MDOT rights to any matter, which is the subject of valid existing or potential letters patent. The foregoing applies to any information, whether or not given at the invitation of MDOT.

Notwithstanding the above, and without assuming any legal obligation, MDOT will employ Reasonable Efforts, subject to the provisions of *The Freedom of Information Act (FOIA)* not to disclose to any competitor of the Proposer, information submitted which are trade secrets, are maintained for the regulation or supervision of commercial enterprise, or where the disclosure of such information could cause substantial injury to the competitive position of the Proposer. Such information must be identified by the Proposer as Non-Public Proposer Information, must be disclosed by the Proposer to MDOT as part of or in connection with the RFP (including the Proposer's Proposal. For purposes of this Agreement, MDOT shall deem Proposal Information provided by the Proposer during Commercially Confidential Meetings (whether in writing or otherwise) to be Non-Public Proposer Information, and the terms of this paragraph shall apply to such Proposal Information without the Proposer being required to identify it as Non-Public Proposer Information as otherwise required above.

[PROPOSER]

[ENTITY NAME]

By: _____

Name: _____

Title: _____

FORM B - RFP RFIS

Name of Proposer: _____ (the “Proposer”)

Name of the Proposer Representative: _____

Proposer Representative’s Telephone Number: _____

Proposer Representative’s E-mail Address: _____

Date: _____

Complete the following*:

RFP Version No.: _____

#	RFP Document	Section Reference	Category (A, B or C)**	Question/Request for Clarification	Commercially Confidential?***
1					
2					
3					
4					
5					
...					

* Use additional pages and attach riders and/or redlined documents, as required

** “Category A” RFI indicates a major issue of significant concern or a concern that, if not resolved in an acceptable fashion, may preclude the Proposer from submitting a Proposal. A “Category B” RFI indicates a risk-sharing issue that affects value for money; and a “Category C” RFI indicates a minor or drafting issue.

*** Place a check mark if the response to this question/clarification should not be distributed to all Proposing Teams – Note that MDOT reserves the right to disagree with a Proposer’s assessment of information as being Commercially Confidential Information, in the interest of maintaining a fair procurement process and complying with applicable law, in which case MDOT may allow a Proposer to withdraw the question or re-submit as General RFI.

FORM C - PROPOSAL LETTER

Name of Proposer: _____ (the "Proposer")

Date: _____, 2014

MDOT, Innovative Contracting Unit
Charlie Stein, Project Manager
425 W. Ottawa
Lansing, MI 48909

On behalf of the Proposer, the undersigned submit the documents described in paragraph 1 of this Proposal Letter (collectively, the "Proposal") in response to the Request for Proposals for the Delivery of Freeway Lighting as a Public Private Partnership (the "RFP") issued by MDOT. All capitalized terms used but not defined herein shall have the meanings set forth in Part I: Instructions to Proposers of the RFP (the "ITP").

1. Enclosed with this Proposal Letter are the following documents:
 - (a) the Technical Proposal of the Proposer, consisting of all documents and information required by Exhibit D of this ITP; and
 - (b) the Financial Proposal of the Proposer, consisting of all documents and information required by Exhibit E of this ITP.
2. In consideration for MDOT supplying the Proposer, at its request, with the RFP and agreeing to examine and consider the Proposal, each of the undersigned, jointly and severally, undertakes:
 - (a) to keep this Proposal open for acceptance for a period commencing on the Proposal Due Date and ending 180 calendar days later, without unilaterally varying or amending its terms and without any member or partner withdrawing or any other change being made in the composition of the partnership/joint venture/limited liability company/consortium on whose behalf the Proposal is submitted, without first obtaining the prior written consent of MDOT, in MDOT's sole discretion.
3. The following individual(s) is/are authorized to enter into negotiations with the MDOT on behalf of the Proposer in connection with this RFP, the Project and the Project Documents:
_____.
4. The Proposer acknowledges receipt of following Addenda and sets of questions/comments and responses:
[List all Addenda and Questions/Comments and Responses]
5. The Proposer hereby certifies that:
 - (a) its Proposal is submitted without reservation, qualification, assumptions, deviations or conditions, except as permitted under this ITP;
 - (b) it has not received, viewed, utilized or disseminated any confidential, non-public or proprietary work product of another Proposer;
 - (c) its Proposal does not contain any information related to the Project derived from any document and/or information of another Proposer that was obtained, provided, described or communicated (either written or orally) directly or indirectly to the Proposer submitting this Proposal Letter;

- (d) it has carefully examined and is fully familiar with all of the provisions of all of the RFP, has reviewed all materials posted on the Data Room, the Addenda and MDOT’s responses to RFI’s, and is satisfied that the RFP provides sufficient detail regarding the obligations to be performed under the Project
- (e) it has carefully checked all the words, figures and statements in the Proposal;
- (f) it has notified MDOT of any deficiencies in or omissions in the RFP or other documents provided by the MDOT of which it has knowledge;
- (g) it represents that all statements made and information provided in the Statement of Qualifications (SOQ) previously delivered by it to MDOT (as amended and/or resubmitted) are true, correct and accurate as of the date thereof;
- (h) it further understands that all costs and expenses incurred by it in preparing the Proposal and participating in the RFP Process will be borne solely by the Proposer, except as provided in Section 3.14 (Stipend) of this ITP;
- (i) it consents to MDOT’s disclosure of its Proposal pursuant to the provisions of FOIA to any Persons as required by law after Preferred Proposer Selection by MDOT, subject to the Agreement on Terms of Discussion attached as Form A to this ITP;
- (j) The Proposer agrees that (i) MDOT will not be responsible for any errors, omissions, inaccuracies or incomplete statements in the Proposal; and (ii) MDOT’s acceptance of the Proposal does not constitute any statement or determination as to its completeness, responsiveness or compliance with the requirements of the RFP, including the Project Documents.
- (k) The Proposer’s (or Proposer’s Representative’s) business address is:

(No.)	(Street)	(Floor or Suite)
(City)	(State/Prov.)	(ZIP) (Country)

State/Country of Organization (if applicable): _____

	[ENTITY NAME]
	By: _____
	Name: _____

FORM D - CONFLICT OF INTEREST STATEMENT AND AVAILABILITY OF KEY PERSONNEL

Proposer's attention is directed to 23 CFR Part 636, Subpart A and in particular to Subsection 636.116 regarding organizational conflicts of interest. Section 636.103 defines "organizational conflict of interest" as follows:

Organizational conflict of interest means that because of other activities or relationships with other persons, a person is unable or potentially unable to render impartial assistance or advice to the owner, or the person's objectivity in performing the contract work is or might be otherwise impaired, or a person has an unfair competitive advantage.

Proposers are advised that in accordance with Section 2.10.2 of the Instructions to Proposers, certain firms will not be allowed to participate on any Proposer's team for the Project because of their work with MDOT in connection with the Project procurement and document preparation.

1. Disclosure Pursuant to Section 636.116(2)(v)

In the space provided below, and on supplemental sheets as necessary, identify all relevant facts relating to past, present, or planned interest(s) of the Proposer's team (including the Major Participants, proposed consultants and proposed subcontractors, and their respective chief executives, directors, and key project personnel) which may result, or could be viewed as, an organizational conflict of interest in connection with this RFP. If no disclosure is necessary, indicate "None".

Proposer should disclose (a) any current contractual relationships with MDOT, (b) any past, present, or planned contractual or employment relationships with any MDOT member, officer, or employee; and (c) any other circumstances that might be considered to create a financial interest in the contract by any MDOT member, officer, or employee if Proposer is awarded the contract. Proposer should also disclose matters such as ownership of 10% or more of the stock of, or having directors in common with, any of the RFP preparers. Proposer should also disclose contractual relationships with an RFP preparer in the nature of a joint venture, as well as relationships wherein the RFP preparer is a contractor or consultant (or subcontractor or subconsultant) to Proposer or a member of Proposer's team. The foregoing is provided by way of example, and shall not constitute a limitation on the disclosure obligations.

2. Explanation

In the space provided below, and on supplemental sheets as necessary, identify steps that have been or will be taken to avoid, neutralize, or mitigate any organizational conflicts of interest described herein.

3. Certification

The undersigned hereby certifies that, to the best of his or her knowledge and belief, no interest exists that is required to be disclosed in this Conflict of Interest Disclosure Statement, other than as disclosed above.

Certified by: Printed Name: _____
Signature: _____
Title: _____
Company Name: _____
Date: _____

FORM E - STIPEND AGREEMENT (“AGREEMENT”)

MICHIGAN DEPARTMENT OF TRANSPORTATION

«VENDOR»

FOR DESIGN, BUILD, FINANCE, OPERATE AND MAINTAIN (DBFOM) PROJECT PROPOSAL SUBMISSION

This Agreement is made and entered into this date of _____ by and between the Michigan Department of Transportation (MDOT) and «VENDOR» (PROPOSER [in case of a consortium, one member of the consortium should sign the Agreement on behalf of the consortium]), of «ADDRESS».

Recitals:

MDOT may award design, build, finance, operate and maintain (DBFOM) contracts using a process that includes short-listing proposers and permitting such short-listed proposers to develop and submit detailed proposals. In certain circumstances, MDOT may pay a stipulated fee to each short-listed proposer who provides a responsive but unsuccessful detailed proposal, in accordance with 23 CFR Part 636; and

The PROPOSER was short-listed and has submitted a Proposal for the DBFOM project described below (PROJECT). MDOT has determined that the PROPOSER has submitted a responsive proposal. A “responsive” proposal means a proposal submitted by a Proposer that conforms in all material respects to the requirements of MDOT’s Request for Proposals (RFP) for the PROJECT. MDOT’s RFP for the PROJECT is incorporated into this Agreement by reference. MDOT has, however, awarded the contract for the PROJECT to another Proposer, has not awarded the contract for the PROJECT to any Proposer or Commercial and Financial Close has not occurred as a result of MDOT’s failure to satisfy a MDOT Condition Precedent. The PROPOSER wishes to receive the Stipend or Preferred Proposer Stipend (as applicable) permitted in exchange for granting MDOT certain rights in the intellectual property contained in the PROPOSER’s Proposal.

PROJECT Description: Design, build, finance, operate and maintain the Freeway Lighting System and Improved Freeway Lighting System in the Detroit Metro Region, for the Term.

The parties agree that:

- (1) In exchange for the consideration under this Agreement, the PROPOSER agrees that MDOT may use any ideas or information contained in the PROPOSER’s proposals in connection with any contract awarded for the PROJECT or in connection with any subsequent work for any Approved Purposes without any obligation to pay additional compensation to the PROPOSER. As used in this Agreement, the term “proposal(s)” includes all technical information submitted in response to MDOT’s RFP for the PROJECT, including without limitation plans, drawings, designs, calculations, specifications, and alternative technical concepts.

- (2) The PROPOSER may waive the Stipend or Preferred Proposer Stipend (as applicable) by executing the “Waiver of Stipend” attached to this Agreement and made a part hereof as Exhibit A. By executing such waiver, the PROPOSER relinquishes any claim to the Stipend or Preferred Proposer Stipend (as applicable) provided for in this Agreement. If the PROPOSER executes such waiver, MDOT may not use any original ideas or information contained in the PROPOSER’s proposals in connection with any contract awarded for the PROJECT or in connection with any subsequent work without a written agreement with and the payment of compensation to the PROPOSER.
- (3) To claim the Stipend or Preferred Proposed Stipend (as applicable), the PROPOSER must sign this Agreement and deliver it to MDOT with its Proposal in accordance with the instructions in the ITP in the RFP. The PROPOSER will also invoice MDOT using the invoice format set forth in Exhibit B, attached to this Agreement in accordance with Section 3.15 of the ITP. If the PROPOSER fails to deliver this Agreement or the waiver attached as Exhibit A to MDOT by the date specified in Section 3.15 of the ITP, Exhibit B in the RFP, such failure to respond will be deemed an election to waive the Stipend or Preferred Proposer Stipend (as applicable). If, pursuant to this section, the PROPOSER is deemed to have elected to waive the Stipend or Preferred Proposer Stipend (as applicable), MDOT may not use any original ideas or information contained in the PROPOSER’s proposals in connection with any contract awarded for the PROJECT or in connection with any subsequent procurement without a written agreement with and the payment of compensation to the PROPOSER.
- (4) MDOT will pay the PROPOSER:
- (a) the Stipend of \$80,000.00; and / or
 - (b) the Preferred Proposer Stipend,
- in accordance with Section 3.15 of the ITP for the use of any ideas or information contained in the PROPOSER’s proposals, as set forth in Section 1, subject to receipt of the signed Agreement from the PROPOSER. The PROPOSER agrees that the amounts shown above represent payment in full for the use of any ideas or information contained in the PROPOSER’s Proposals, as set forth in Section 1.
- (5) MDOT will make payment to the PROPOSER in accordance with Section 3.15 of the ITP upon receipt of the required documents and any other accompanying information in a form satisfactory to MDOT and after the contract for the PROJECT is awarded, after MDOT determines that a contract for the PROJECT will not be awarded to any Proposer or Commercial and Financial Close has not occurred as a result of MDOT’s failure to satisfy a MDOT Condition Precedent.
- Regardless of its costs, the PROPOSER will not be entitled to compensation in excess of the lump sum amounts set forth in Section 4 and subject to complying with Section 3.15 of the ITP.
- (6) With regard to nondiscrimination requirements:
- (a) In connection with the performance of this Agreement, the PROPOSER (referred to in Appendix A as the “contractor”) certifies that it has complied with the State of Michigan provisions for “Prohibition of Discrimination in State Contracts,” as set forth in Appendix A, dated June 2011, attached to and forming part of this Agreement.
 - (b) During the performance of this Agreement, the PROPOSER, for itself, its assignees, and its successors in interest (Appendix B referred to in Appendix A to as the “contractor”), certifies that it has complied with the Civil Rights Act of 1964, being PL 88-352, 78 Stat. 241, as amended, being Title 42 UCS Sections 1971, 1975a-1975d, and 2000a-2000h-6,

and the Regulations of the Department of Transportation (49 CFR Part 21) issued pursuant to said Act, including Appendix B, dated June 2011, attached to and forming part of this Agreement.

- (7) The PROPOSER retains ownership of and the right to use any intellectual property contained in its Proposals for the PROJECT. The PROPOSER grants MDOT and the United States government a perpetual, irrevocable, royalty-free right and license to use and to authorize others to use all of the intellectual property in the PROPOSER's Proposals, including copyrights, patents, trade secrets, trademarks, and service marks in the PROPOSER's works and documents contained in its proposals. "Works" means all inventions, improvements, discoveries (whether or not patentable), databases, computer programs, reports, notes, studies, photographs, negatives, designs, drawings, specifications, materials, tapes, and disks conceived, reduced to practice, created, or originated by the PROPOSER, its employees, its agents, and its subconsultants, either individually or jointly with others, and included in the proposals submitted by the PROPOSER to MDOT. Works include "documents." "Documents" means the drawings, specifications, materials, tapes, disks, and other materials, whether in tangible or electronic form(s), prepared by the PROPOSER, its employees, its agents, and its subconsultants and included in the proposals submitted by the PROPOSER to MDOT. The documents included in the PROPOSER's proposals will be the property of MDOT. The PROPOSER will, at the request of MDOT, execute all papers and perform all other acts necessary to document MDOT's license in and right to use the Works and the Documents.
- (8) Public Act 533 of 2004 requires that payment under this Agreement be processed by electronic funds transfer (EFT). The PROPOSER is required to register to receive payments by EFT at the Contract & Payment Express website (www.cpexpress.state.mi.us).
- (9) MDOT will not be subject to any obligations or liabilities by Contractors of the PROPOSER or their subcontractors or any other person not a party to this Agreement without its specific consent and notwithstanding its concurrence with or approval of the award of any contract or subcontract or the solicitation thereof.
- (10) Any changes to this Agreement will be by award of a prior written amendment to this Agreement by the parties.
- (11) The PROPOSER certifies that it has complied with all applicable federal, state, and local laws, ordinances, rules, and regulations in the performance of this Agreement.
- (12) This Agreement will be governed by and construed in accordance with the laws of the State of Michigan.
- (13) This Agreement will be in effect from the date of award until the Commercial and Financial Close Date.
- (14) In case of any discrepancies between the body of this Agreement and any exhibits to this Agreement, the body of this Agreement will govern.
- (15) This Agreement will become binding on the parties and of full force and effect upon signing by the duly authorized representatives of the PROPOSER and MDOT and upon adoption of a resolution approving said Agreement and authorizing the signature(s) thereto of the respective representative(s) of the PROPOSER, a certified copy of which resolution will be sent to MDOT with this Agreement, as applicable.

«VENDOR»

By: _____
Title:

By: _____
Title:

MICHIGAN DEPARTMENT OF TRANSPORTATION

By: _____
Title: Department Director

FORM F - FORMS OF PERFORMANCE SECURITY

Part A - PERFORMANCE BOND

This information required by Act 17, P.A. of 1925, & Act 286, P.A. of 1964, in order to obtain surety guarantee.

MICHIGAN DEPARTMENT OF TRANSPORTATION. In accordance with Act 17 of 1925 and Act 286 of 1964

Letting (insert Letting Date)

Item: (insert Item No.)

(insert contract ID)

Bond No. _____

PERFORMANCE BOND

KNOW ALL MEN BY THESE PRESENTS, That We, (Prime contractor) a (State of Incorporation) Corporation

As principal, and

as surety, are held and firmly bound unto the State of Michigan, Michigan Department of Transportation, in the penal sum of [25% D&C Contract Price plus 25% of price for performing D&C TERM O&M WORK] lawful money of the United States, to be paid to the said State of Michigan, Michigan Department of Transportation, or to its certain attorney or assigns, to which payment, well and truly to be made, we bind ourselves, our heirs, executors, administrators and assigns, jointly and severally, firmly by these presents. Sealed with our seals and dated this _____ day of _____, A.D. 20 _____

The condition of this obligation is such that if the above named principal shall and will, well and faithfully, and fully, do, execute and perform all of the obligations contained in the attached documents identified as Exhibits _____, listed below, including extensions of time, (notice of which is hereby waived by the surety), then this obligation is to be void, otherwise to remain in full force and effect.

Consistent with the obligations of this bond, the following are included and referenced as follows:

[LIST AND ATTACH ALL DOCUMENTS OBLIGATING D&C WORK, INCLUDING ANY D&C TERM O&M WORK]

* _____

Principal

By _____

By _____

By _____

Surety

By _____

NOTE: If the principal is a co-partnership, each member must sign these bonds. If the principal is a corporation, evidence of the authority of the officer signing must be attached or be on file with the Michigan Department of Transportation. The Surety Company shall attach a valid Power of Attorney of person or persons executing bond for the company.

Commission Received by: _____

Part B - PAYMENT BOND

This information required by Act 17, P.A. of 1925, & Act 286, P.A. of 1964, in order to obtain surety guarantee.

MICHIGAN DEPARTMENT OF TRANSPORTATION. In accordance with Act 17 of 1925 and Act 286 of 1964

Letting (insert Letting Date)

Item: (insert Item No.)

(Insert contract ID)

Bond No. _____

PAYMENT BOND

KNOW ALL MEN BY THESE PRESENTS, That We, (Prime contractor), a (State of Incorporation) Corporation

as principal, and

_____ as surety,
are held and firmly bound unto the State of Michigan, Michigan Department of Transportation, in the sum of [100% of D&C Contract Price plus 100% of the price for performing the D&C Term O&M Work] lawful money of the United States, to be paid to the said State of Michigan, Michigan Department of Transportation, or, to its assigns, or to any person, firm or corporation who may furnish labor, materials, supplies for equipment, for camp or construction, and equipment on a rental basis, on account of and actually used in the performance of all of the obligations contained in the attached documents identified as Exhibits _____, listed below, to which payment well and truly to be made, we bind ourselves, our heirs, executors, administrators and assigns, and each and every one of them firmly by these presents.

Sealed with our seals and dated this _____ day of _____, A.D. 20

The condition of this obligation is such that if there shall be paid, as the same may become due and payable, all indebtedness which may arise from said principal to a sub-contractor or to any person, firm or corporation on account of any labor, material, supplies for equipment, for camp or construction, and rental of equipment, furnished and actually used in the performance of all of the obligations contained in the attached documents, identified as Exhibits _____, listed below, including extensions of time, (notice of which is hereby waived by the surety), then this obligation is to be void, otherwise to remain in full force and effect.

Consistent with the obligations of this bond, the following are included and referenced as follows:

[LIST AND ATTACH ALL DOCUMENTS OBLIGATING D&C WORK, INCLUDING ANY D&C TERM O&M WORK]

Principal

By _____

By _____

By _____

Surety

By _____

(insert Contract ID)

Bond No. _____

ENDORSEMENT

The provisions of the foregoing Payment Bond shall also apply to indebtedness described therein in the case of a subcontractor in which notice of reliance on the security of the bond is not furnished within the 60-day period provided in 1905 PA 187, § 2, MCLA 570.102; MSA 26.322 provided such notice is furnished within 60 days after notice of payment of the final estimate or the post final estimate having been made by the State of Michigan, Michigan Department of Transportation, or in the case of a supplier to the contractor or a subcontractor, within 120 days after the materials are last furnished. Nothing in this endorsement shall be considered so as to limit or narrow the coverage provided for in said lien bond, but is in addition thereto, and not in lieu thereof.

Principal

By _____

By _____

By _____

Surety

By _____

FORM G - FORM OF LEGAL OPINION

[LETTERHEAD OF INDEPENDENT LAW FIRM OR IN-HOUSE COUNSEL]

[INSERT MDOT ADDRESS]

Re: Project Documents for Project dated as of [_____], 2015, by and between Michigan Department of Transport and [_____] (the "Project Company")

Ladies and Gentlemen:

[Describe relationship to the Project Company and its joint venture members, general partners, members, as applicable, and any other entities whose approval is required in order to authorize delivery and execution of the Project Documents] This letter is provided to you for the purposes of the Project Documents issued by the Michigan Department of Transport, Michigan ("MDOT") on [#insert date], 2014, as amended.

In giving this opinion, we have examined [_____]. We have also considered such questions of law and we have examined such documents and instruments and certificates of public officials and individuals who participated in the procurement process as we have deemed necessary or advisable. [if certificate used/obtained from Project Company, Guarantor or Lenders, such certificate should also run in favor of MDOT and should be attached to opinion]

In giving this opinion, we have assumed that all items submitted to us or reviewed by us are genuine, accurate and complete, and if not originals, are true and correct copies of originals, and that all signatures on such items are genuine.

Subject to the foregoing, we are of the opinion that:

- (1) [opinion regarding organization/formation and existence of Project Company and that Project Company has corporate power to own its properties and assets, carry on its business, enter into the Project Documents and to perform its obligations under the Project Documents] [if Project Company is a partnership/joint venture, these opinions are also required for each of its joint venture members and general partners]
- (2) [opinion regarding good standing and qualification to do business in State of Michigan for Project Company] [if Project Company is a partnership/joint venture, these opinions are also required for each of its joint venture members and general partners]
- (3) [opinion that the Project Document Documents and each Key Contract to which the Project Company is a party have been duly authorized by all necessary corporate action on the part of Project Company and the Project Documents and such Key Contracts have been duly executed and delivered by Project Company] [if Project Company is a partnership/joint venture, add: and its joint venture members/general partners after the first and second "Project Company"]
- (4) [opinion that the Project Documents and each Key Contract to which the Project Company is a party constitute a legal, valid and binding obligation of Project Company enforceable against Project Company in accordance with their respective terms] [if Project Company is a partnership/joint venture, add: and its joint venture members/general partners after the second "Project Company"]
- (5) [opinion that there is no action, suit, proceeding, investigation or litigation pending and served on Project Company or overtly threatened in writing against the Project Company which challenges Project Company's authority to execute, deliver or perform, or the validity or enforceability of, the Project Documents and the Key Contracts to which Project Company is a party Project Documents,

or which challenges the authority of Project Company's representative executing the Project Documents and such Key Contracts] [Note to Offerors: This opinion may be omitted in lieu of an officer's certificate from an authorized officer of the Project Company that is acceptable to MDOT, in its sole discretion].

- (6) [opinion that all required approvals required to be obtained as at Commercial and Financial Close have been obtained with respect to execution, delivery and performance of the Project Documents and the Key Contracts to which Project Company is a party ; and that none of the Project Documents or the Key Contracts to which Project Company is a party conflict with any agreements to which Project Company is a party [if Project Company is a partnership/joint venture, add: and its joint venture members/general partners are a party] or with any orders, judgments or decrees by which Project Company is bound [if Project Company is a partnership/joint venture, add: and its joint venture members/general partners are bound]]
- (7) [opinion that execution, delivery and performance of all obligations by Project Company under the Project Documents and the Key Contracts to which Project Company is a party do not conflict with, and are authorized by, the articles of incorporation and bylaws of Project Company [if Project Company is a partnership, replace articles of incorporation and bylaws with partnership agreement and (if applicable) certificate of limited partnership); if Project Company is a joint venture, replace articles of incorporation and bylaws with joint venture agreement; if Project Company is a limited liability company, replace articles of incorporation and bylaws with operating agreement and certificate of formation]
- (8) [opinion that execution and delivery by Project Company of the Project Documents and the Key Contracts to which Project Company is a party do not, and Project Company's performance of its obligations under the Project Documents and the Key Contracts to which Project Company is a party will not, violate any statute, rule or regulation applicable to Project Company or to transactions of the type contemplated by the Project Documents or the Key Contracts to which Project Company is a party.

FORM H - LENDERS DIRECT AGREEMENT

THIS LENDERS' DIRECT AGREEMENT dated as of [] (this "**Lenders' Direct Agreement**"), is made by and [between]/[among] the Michigan Department of Transportation, a body corporate and politic, not a state agency but an instrumentality exercising essential public functions, of the state of Michigan ("**MDOT**"), [], a [] ("**Project Company**") [], a [] ("**Lender**")' [and Lender's Collateral Agent or indenture trustee], as trustee or Collateral Agent (in such capacity, together with its successors in such capacity, the "**Collateral Agent**") for the purpose of facilitating Lender's financing or Refinancing of the Project].

RECITALS

1. MDOT and Project Company have entered into a project agreement (the "**Project Agreement**") to design, build, finance, operate and maintain street lighting in the Detroit Metro Region (the "**Project**").
2. In order to enable Project Company, and to induce [Lender]/[Collateral Agent], to provide certain [collateral agency services relating to the] financing or Refinancing necessary for the Project, Lender requires certain assurances from MDOT regarding Lender's and Collateral Agent's rights in the event of a Default by Project Company.
3. MDOT and Project Company have previously set forth such assurances in the Project Agreement for the benefit of Lender as an express third-party beneficiary of such assurances.
4. In reliance on such assurances, and on this Lenders' Direct Agreement, Lender has agreed to make available such financing or Refinancing facilities for the purpose of financing or Refinancing all or part of the Project.
5. The execution of this Lenders' Direct Agreement by MDOT in favor of the Collateral Agent is a condition precedent to such financing or Refinancing facilities being made available to Project Company by Lender.

NOW, THEREFORE, in consideration of the foregoing and the mutual terms and covenants contained herein, and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged by the parties, each of MDOT, Project Company[, Lender] and Collateral Agent hereby agree as follows:

1. DEFINITIONS AND INTERPRETATION

1.1 Definitions. Capitalized terms used and not otherwise defined and references used but not construed in this Lenders' Direct Agreement have the respective meanings and constructions assigned to such terms in the Project Agreement.

In addition, the following terms have the meanings specified below:

Collateral Agent has the meaning given to it in the Preamble.

Cure Period means:

- (a) With respect to a Project Company Default set forth in an MDOT Notice that is curable by the payment of money to MDOT, a period starting on the date of the receipt of such MDOT Notice and ending 60 days after the later of (i) Collateral Agent's receipt of such MDOT Notice or (ii) expiration of Project Company's cure period (if any) under the Project Agreement;
- (b) With respect to a Project Company Default set forth in an MDOT Notice, other than Incurable Project Company Defaults and those under clauses (a) above and (c) below, a period starting on the date of the receipt by Collateral Agent of such MDOT Notice and ending 60 days after the

later of (i) receipt by Collateral Agent of such MDOT Notice or (ii) expiration of Project Company's cure period (if any) under the Project Agreement; and

- (c) With respect to a Project Company Default set forth in an MDOT Notice, other than Incurable Project Company Defaults, which Project Company Default by its nature is not capable of cure unless and until the Step-in Party, the Collateral Agent or a court receiver has possession, custody and control of the Project, a period starting on the date of the receipt by Collateral Agent of such MDOT Notice and ending 180 days after the later of (i) receipt by Collateral Agent of such MDOT Notice or (ii) expiration of Project Company's cure period (if any) under the Project Agreement; provided, however, that (A) during such cure period the Step-in Party cures all Project Company Defaults which may be cured by the payment of money within the Cure Period under clause (a) above, (B) during such cure period the Step-in Party cures all Project Company Defaults governed by clause (b) above within the Cure Period available under clause (b) above, and (C) within the later of (1) five days after expiration of Project Company's cure period, if any, and (2) 30 days after the Collateral Agent receives such MDOT Notice, the Step-in Party initiates and thereafter pursues with good faith, diligence and continuity lawful processes and steps to obtain possession, custody and control of the Project. This Cure Period is subject to extension in accordance with Section 6.4 below.

Notwithstanding the foregoing, neither a Notice nor opportunity to cure shall be required for a Project Company Default under Sections 34.1(i) or 34.1(k) (as it relates to Substantial Completion) of the Project Agreement.

To the extent that the Collateral Agent is prohibited from curing any Project Company Default by any Governmental Entity, the Cure Periods above shall be extended for the period of such prohibition. In no case, however, shall a Cure Period extend beyond the expiration of the Term.

Default means an Event of Default or any other event or circumstance specified in any Funding Agreement that would (with the expiration of a grace period, the giving of notice, the lapse of time, the making of any determination under the Funding Agreement or any combination of any of the foregoing) be an Event of Default.

Discharge Date means the date on which all of the obligations of Project Company under all Funding Agreements have been irrevocably discharged in full to the satisfaction of the Collateral Agent.

Event of Default means an "Event of Default" (or its terminological equivalent) as defined in the Funding Agreement for senior Project Debt.

Incurable Project Company Default means:

- (a) A Project Company Default under Section 34.1(g) of the Project Agreement;
(b) A Project Company Default under Section 34.1(k) of the Project Agreement (as it relates to Substantial Completion); and
(c) A Project Company Default under Section 34.1(i) of the Project Agreement.

[Lender has the meaning given to it in the Preamble.]

Lenders' Direct Agreement has the meaning given to it in the Preamble.

Lender Notice has the meaning given to it in Section 5.1 below.

MDOT has the meaning given to it in the Preamble.

MDOT Notice has the meaning given to it in Section 4.1 below.

Project has the meaning given to it in the recitals to this Lenders' Direct Agreement.

Project Agreement has the meaning given to it in the recitals to this Lenders' Direct Agreement.

Project Company has the meaning given to it in the Preamble.

Revival Date has the meaning given to it in Section 12.1 below.

Step-in Date has the meaning given to it in Section 8 below.

Step-in Notice has the meaning given to it in Section 7.1 below.

Step-in Party has the meaning given to it in Section 7.2 below.

Step-in Period means the period from and including the Step-in Date until the earliest of:

- (a) The Substitution Effective Date;
- (b) The Step-out Date;
- (c) The date of termination of the Project Agreement by MDOT in accordance with the Project Agreement and this Lenders' Direct Agreement);
- (d) The date of the expiration or early termination of the Term under the Project Agreement;
- (e) Expiration of the applicable Cure Period without cure of the Project Company Default to which it relates, and
- (f) The date an Incurable Project Company Default occurs,

provided, however, that if there occurs a preceding Incurable Project Company Default, there shall be no Step-in Period; provided further, that to the extent that the Collateral Agent is prohibited from exercising its step-in rights by any Governmental Entity, the Step-in Periods above shall be extended for the period of such prohibition.

Step-out Date means the effective date a Step-in Party designates for ceasing its step-in as set forth in any Step-out Notice served by the Step-in Party pursuant to Section 9 below.

Step-out Notice has the meaning given to it in Section 9 below.

Substitute Accession Agreement means the agreement to be entered into by a Substituted Entity pursuant to Section 11.1 below.

Substitution Effective Date has the meaning given to it in Section 11.1 below.

Substitution Notice has the meaning given to it in Section 10.1 below.

1.2 Interpretation

Unless the context otherwise requires, in this Lenders' Direct Agreement:

- (a) The words "including", "includes" and "include" will be read as if followed by the words "without limitation";
- (b) The meaning of "or" will be that of the inclusive "or", that is meaning one, some or all of a number of possibilities;
- (c) A reference to any Party or Person includes each of their legal representatives, trustees, executors, administrators, successors, and permitted substitutes and assigns, including any Person taking part by way of novation;
- (d) A reference to any Governmental Entity, institute, association or body is:
 - i) If that Governmental Entity, institute, association or body is reconstituted, renamed or replaced or if the powers or functions of that Government Entity, institute, association or body are transferred to another organization, a reference to the reconstituted, renamed or replaced organization or the organization to which the powers or functions are transferred, as applicable; and
 - ii) If that Governmental Entity, institute, association or body ceases to exist, a reference to

the organization which serves substantially the same purposes or objectives as that Governmental Entity, institute, association or body;

- (e) A reference to this Lenders' Direct Agreement or to any other deed, agreement, document, or instrument includes a reference to this Lenders' Direct Agreement or such other deed, agreement, document or instrument as amended, revised, supplemented or otherwise modified from time to time;
- (f) A reference to any legislation or to any section or provision of it includes any amendment to or re-enactment of, or any statutory provision substituted for that legislation, section or provision;
- (g) Words in the singular include the plural (and vice versa) and words denoting any gender include all genders;
- (h) Headings are for convenience only and do not affect the interpretation of this Lenders' Direct Agreement;
- (i) A reference to this Lenders' Direct Agreement includes all Schedules, Appendices and Exhibits;
- (j) A reference to a Section, Schedule, Appendix or Exhibit is a reference to a Section, Appendix or Exhibit of or to the body of this Lenders' Direct Agreement;
- (k) Where any word or phrase is given a defined meaning, any other part of speech or other grammatical form of that word or phrase has a corresponding meaning;
- (l) A reference to "\$" is to currency in the United States;
- (m) A reference to time is a reference to Eastern Time Zone in the United States;
- (n) No rule of construction applies to the disadvantage of a Party on the basis that the Party put forward or drafted this Lenders' Direct Agreement or any part;
- (o) If this Lenders' Direct Agreement requires calculation of an amount payable to a Party there must be no double counting in calculating that amount; and(j) "Winding-up", "liquidation", "dissolution", "insolvency", "adjustment" or "reorganization" of a Person and references to the "liquidator", "assignee", "administrator", "receiver", "custodian", "conservator" "sequestrator" or "trustee" of a Person shall be construed so as to include any equivalent or analogous proceedings or, as applicable, insolvency representatives or officers under the law of the jurisdiction in which such Person is incorporated, organized or constituted or any jurisdiction in which such Person or, as applicable, insolvency representative or officer carries on business including the seeking of winding-up, liquidation, dissolution, reorganization, administration, arrangement, adjustment or relief of debtors.

2. REPRESENTATIONS AND WARRANTIES

2.1 MDOT represents to the Collateral Agent as of the execution of this Lenders' Direct Agreement, that:

- (a) MDOT has the requisite power, authority and capacity to perform this Lenders' Direct Agreement, and to do all acts and things, and execute, deliver and perform all other agreements, instruments, undertakings and documents as are required by this Lenders' Direct Agreement to be done, executed, delivered or performed;
- (b) The Project Documents to which MDOT is a party have been duly authorized, executed, and delivered by MDOT and constitutes a legal, valid, and binding obligation of MDOT, enforceable against MDOT in accordance with its terms except, in each case, as such enforceability may be limited by (i) applicable bankruptcy, insolvency, reorganization, moratorium or other similar laws affecting the enforcement of creditors' rights generally and (ii) general principles of equity

- (regardless of whether such enforceability is considered in a proceeding in equity or at law);
- (c) The execution and delivery by MDOT of this Lenders' Direct Agreement, and the performance by MDOT of its obligations hereunder, will not conflict with any Laws applicable to MDOT that are valid and in effect on the date of execution and delivery.
 - (d) MDOT acknowledges and agrees that the documents referred to in Schedule B attached hereto are deemed to constitute Initial Funding Agreements and Initial Security Documents for purposes of the Project Agreement;
 - (e) Neither the execution and delivery by MDOT of the Project Documents to which MDOT is a party, nor the consummation of the transactions contemplated thereby, is (or at the time of execution will be) in conflict with or has resulted or will result in a default under or a violation of the enabling legislation of MDOT or any agreement, judgment or decree to which MDOT is a party or is bound;
 - (f) There is no action, suit, proceeding, investigation or litigation pending and served on MDOT which challenges MDOT's authority to execute, deliver or perform, or the validity or enforceability of, the Project Documents to which MDOT is a party or which challenges the authority of the MDOT official executing the Project Documents.
 - (g) As of the date of execution of the Lenders' Remedies Agreement, there are no Relief Events, Project Company Default or MDOT Default under the Project Agreement or other event giving rise to a right of termination of the Project Agreement.
 - (h) As of the date of execution of the Lenders' Remedies Agreement, MDOT has not received any other notice of a security interest in the Project Company's Interest.

2.2 Project Company represents and warrants to MDOT and the Collateral Agent that:

- (a) Project Company is [organized/formed/incorporated] and validly existing under the laws of the State of _____, and is duly qualified and authorized to do business in the State of Michigan and has all the requisite power and authority to own its properties and assets, to carry on its business as it is currently being conducted and to enter into and perform its obligations under the Project Documents;
- (b) The execution, delivery and performance by the Project Company of this Lenders' Direct Agreement has been duly authorized by all necessary organizational action, and does not and will not (i) require any consent or approval of the Project Company's board of directors, shareholders, managers, members, as applicable, or any other person or entity that has not been obtained, (ii) violate any provision of the Project Company's organizational documents or any Law having applicability to the Project Company, or (iii) result in a breach of or constitute a default under any agreement to which the Project Company is a party;
- (c) This Lenders' Direct Agreement has been duly authorized, executed, and delivered on behalf of Project Company and constitutes a legal, valid, and binding obligation of Project Company, enforceable against Project Company and each Project Company Related Entity in accordance with its terms, subject only to limitations with respect to the enforcement of remedies by bankruptcy, insolvency, moratorium, winding-up, arrangement, reorganization, fraudulent preference and conveyance and other laws of general application affecting the enforcement of creditors' rights generally;
- (d) As of the date of the execution of this Lenders' Direct Agreement, there is no Project Company Default, the Project Company is not aware of any MDOT Default, and there exists no event or condition of which the Project Company is aware that would, with the giving of notice or

passage of time or both, constitute a Project Company Default or an MDOT Default;

- (e) The purposes of the Project Debt evidenced and secured by the Funding Agreements are exclusively to (a) fund Project Company's costs of acquiring, designing, permitting, building, constructing, improving, equipping, modifying, operating, maintaining, reconstructing, restoring, rehabilitating, renewing and replacing the Project, (b) fund reserves relating to the Project, and (c) pay closing costs with respect to the Initial Project Debt, financing costs and fees, the costs of financial advisors, technical advisors, legal advisors, and the collateral agent/trustee and interest costs;
- (f) Schedule B lists all the Financing Documents; and
- (g) The Funding Agreements and Security Documents comply with the provisions of Article 3 of the Project Agreement.

2.3 The Collateral Agent represents and warrants to MDOT and Project Company that:

- (a) The Collateral Agent is a [_____] duly organized, validly existing and in good standing under the laws of the State of _____, and is duly qualified and authorized to do business in the State of Michigan and has all the requisite power and authority to conduct, execute, deliver and perform its obligations under this Lenders' Direct Agreement; and
- (b) This Lenders' Direct Agreement has been duly, authorized executed and delivered and constitutes the legal, valid and binding obligation of the Collateral Agent enforceable against the Collateral Agent in accordance with its terms, except as enforceability may be limited by general principles of equity and by applicable bankruptcy, insolvency, reorganization, moratorium or similar laws affecting the rights of creditors generally.

3. AGREEMENTS AND CONSENT TO SECURITY; NOTICES TO MDOT

3.1 MDOT acknowledges notice and receipt of the Funding Agreements and Security Documents, and, notwithstanding anything in the Project Agreement to the contrary but in reliance on Project Company's and Collateral Agent's representations and warranties set forth in Sections 2.2 and 2.3 above, consents to the assignment by Project Company to the Collateral Agent of all of Project Company's Interests pursuant to the terms and provisions of, the Security Documents.

3.2 If the Security Documents listed in Schedule B include a pledge of equity interests in Project Company held by the Equity Members, MDOT acknowledges notice and receipt of such Security Documents, and in reliance on Project Company's and Collateral Agent's representations and warranties, consents to the granting by each of such Equity Members to the Collateral Agent of a security interest in such equity interests in Project Company pursuant to the terms and provisions of such Security Documents.

3.3 In reliance on Project Company's and Collateral Agent's representations and warranties, MDOT agrees that the assignment of, and the grant of the security interest in and first lien over, all of the Project Company's Interest pursuant to the Security Documents, the grant of the security interest by each Equity Member in its equity interests in Project Company pursuant to the Security Documents, the execution by Project Company, Lender, Collateral Agent and MDOT of this Lenders' Direct Agreement and the performance of their respective obligations hereunder and the enforcement by the Collateral Agent of its rights under the Security Documents, in each case, shall neither constitute a Project Company Default nor would, with the giving of notice or lapse of time or both, it constitute a Project Company Default or any other default by Project Company of the Project Documents, nor require the consent of MDOT, other than as provided under this Lenders' Direct Agreement.

3.4 Collateral Agent shall deliver to MDOT together with delivery to Project Company or any other

Person, every notice of election to sell, notice of sale or other notice under any requirement of Law or of any Funding Agreement in connection with the exercise of remedies under this Lenders' Direct Agreement or any other Funding Agreement. The Collateral Agent agrees to be bound by the provisions of clause (h) of Schedule 10 – Financing Document Terms of the Project Agreement.

4. MDOT NOTICE OF TERMINATION AND EXERCISE OF REMEDIES

4.1 Except as provided otherwise in Section 12.2 below, MDOT shall give the Collateral Agent written notice (an "**MDOT Notice**") promptly upon giving Notice to Project Company of:

- (a) A Project Company Default (other than an Incurable Project Company Default under clause (c) of the definition thereof);
- (b) MDOT's right to terminate, or MDOT's election to terminate the Project Agreement;
- (c) MDOT's exercise of any rights under Article 21 of the Project Agreement; or
- (d) MDOT's right to suspend its performance (including in connection with any insolvency or bankruptcy proceeding in relation to Project Company) under the Project Agreement.

4.2 An MDOT Notice shall specify:

- (a) The unperformed obligations of Project Company under the Project Agreement that are the grounds for termination of the Project Agreement, or for suspension of performance or for exercise of the other rights all as referred to in Article 21 of the Project Agreement in detail sufficient to enable the Collateral Agent to assess the scope and amount of any liability of Project Company resulting therefrom;
- (b) To the extent known to MDOT, all amounts due and payable by Project Company to MDOT under the Project Agreement on or before the date of such MDOT Notice and which amounts remain unpaid at such date and the basis for Project Company's obligation to pay such amounts;
- (c) The estimated amount of Project Company's payment obligation to MDOT that MDOT reasonably foresees will arise during the applicable Cure Period, if any; and
- (d) Any other unperformed obligations of Project Company of which MDOT is aware as of the date of such MDOT Notice.

4.3 Upon the Collateral Agent's request (made not more frequently than monthly), MDOT shall update the statements and information in its MDOT Notice.

4.4 Following receipt of an MDOT Notice, the Collateral Agent shall have the rights set forth in Section 6.2 and the right to deliver to MDOT a Step-in Notice as provided in Section 7 below.

5. LENDER NOTICE; PAYMENTS TO COLLATERAL AGENT

5.1 The Collateral Agent shall give MDOT written notice (a "**Lender Notice**"), by certified mail (with return receipt) or registered mail, with a copy to Project Company, promptly upon the occurrence of any Default or Event of Default (whether or not an MDOT Notice has been served relating to the same event).

5.2 The Collateral Agent shall specify in any Lender Notice the circumstances and nature of the Default or Event of Default to which the Lender Notice relates.

5.3 MDOT shall, following receipt of a Lender Notice relating to a Default or an Event of Default and until further notification from the Collateral Agent, pay to an account designated by the Collateral Agent in the Lender Notice any payments required to be made by MDOT to Project Company under the Project Agreement as of the date of receipt by MDOT of such Lender Notice including any termination

compensation required to be paid to Project Company under the Project Agreement, but subject to all rights, defenses, adjustments, deductions and offsets respecting payment available to MDOT under the Project Agreement. The Collateral Agent shall provide to MDOT the following information: (a) the individual responsible for administering the account, including his or her position; (b) the mailing address of such individual; and (c) the telephone, fax and e-mail address of such individual. The Collateral Agent has a continuing obligation to MDOT to ensure that the individual's information required in the preceding sentence is true and correct and to give subsequent Notice to MDOT of any changes thereto.

5.4 All sums paid as provided in Section 5.3 above shall be deemed paid to Project Company under the Project Agreement. Project Company and the Collateral Agent agree that any payment made in accordance with Section 5.3 above shall constitute a complete discharge of MDOT's relevant payment obligations to Project Company. MDOT shall have no liability to Project Company, any Lender, Collateral Agent or any third party, whatsoever, for any delay in processing any payment request pursuant to Section 5.3 above, provided that such delay does not extend 14 Business Days beyond the date of MDOT's certified, return-receipt or registered mail receipt of the Lender Notice. In no event shall any payment be due to the Collateral Agent earlier than it is due under the Project Agreement.

5.5 MDOT shall have the unconditional right to rely upon any Lender Notice purported to be signed and delivered by or for the Collateral Agent, without MDOT obligation or liability to Project Company, any Lender, Collateral Agent or any third party to ascertain or investigate its authenticity, truth or accuracy.

5.6 The Collateral Agent shall promptly provide Notice to MDOT of any decision to accelerate amounts outstanding under the Funding Agreements or to exercise any enforcement remedies under the Funding Agreements.

5.7 The Collateral Agent's or Lender's exercise of any right it may have pursuant to the Security Documents to assign, transfer or otherwise dispose of any right, title or interest it may have in, or obligations it may have pursuant to, the Security Documents shall be subject to compliance with the requirements of Article 25 of the Project Agreement if such exercise of rights would constitute a Refinancing.

6. LIMITATIONS ON MDOT REMEDIES DURING CURE PERIOD; CURE PERIOD EXTENSION

6.1 Prior to the expiration of any applicable Cure Period (except if there exists an Incurable Project Company Default) of the Project Agreement, MDOT agrees not to terminate the Project Agreement under Article 34 of the Project Agreement or take or support any legal action for the liquidation, bankruptcy, administration, receivership, reorganization, dissolution or winding-up of Project Company or for the composition or readjustment of Project Company's debts, or any similar insolvency procedure in relation to Project Company, or for the appointment of a receiver, trustee, custodian, sequestrator, conservator, liquidator, administrator or similar official for Project Company or for any part of Project Company's Interest; provided that MDOT shall not be prevented from (i) taking any such action on a Revival Date in respect of any prior Project Company Default, or (ii) exercising any other rights and remedies available to MDOT under the Project Documents with respect to the subject Project Company Default or any other default by the Project Company of the Project Documents. If MDOT is an additional obligee under a Payment Bond or bond for Performance Security, or is a transferee beneficiary under any letter of credit, or is a guaranteed party, then MDOT shall forbear from exercising remedies as additional obligee or transferee beneficiary or guaranteed party, as applicable, as against any bond, letter of credit or guaranty against or under which Collateral Agent is actively pursuing remedies, in each

case, only so long as (a) Project Company or the Collateral Agent as provided herein commences the good faith, diligent exercise of remedies pursuant to the terms, and subject to the conditions, hereunder and (b) Project Company or the Collateral Agent thereafter continues such good faith, diligent exercise of remedies until the Project Company Default is cured. The foregoing obligation of MDOT to forbear shall not apply, however, where access to a bond, letter of credit, guaranty or other payment or performance security is to satisfy damages owing to MDOT, in which case MDOT shall be entitled to make demand, draw, enforce and collect regardless of whether the Project Company Default is subsequently cured. For purposes of clarity, the foregoing obligation of MDOT to forbear reaches all placed Payment Bond(s), Performance Security (bond(s) and letter(s) of credit) and guarantee(s), if any, so long as Project Company or Collateral Agent is entitled to pursue and is/are actively pursuing remedies under any of the Payment Bond(s), Performance Security or guarantee(s), if any.

6.2 If:

- (a) MDOT exercises any step-in rights or suspension rights under the Project Agreement,
- (b) The Collateral Agent delivers a Step-in Notice; and
- (c) There does not exist and does not occur any Incurable Project Company Default;

then, MDOT shall cease exercising its step-in and suspension rights at such time as:

- (i) The Step-in Party obtains possession, custody and control of the Project from Project Company;
- (ii) The Collateral Agent notifies MDOT that the Step-in Party stands ready to immediately commence good faith, diligent curative action; and
- (iii) MDOT is fully reimbursed for its costs in connection with MDOT's performance of any act or Work authorized by the Project Agreement.

6.3 Except if there exists an Incurable Project Company Default, during any Cure Period, without giving a Step-in Notice, the Collateral Agent shall have the right (but shall have no obligation), at its sole option and discretion, to perform or arrange for the performance of any act, duty, or obligation required of Project Company under the Project Agreement in accordance with the Project Documents, or to cure any default of Project Company thereunder at any time (whether or not a Default Termination Event has occurred or been declared), which complete, conforming and compliant performance by, or on behalf of, the Collateral Agent shall be accepted by MDOT in lieu of performance by Project Company and in satisfaction of Project Company's obligations under the Project Agreement. To the extent that any default of Project Company under the Project Agreement is cured and/or any payment liabilities or performance obligations of Project Company are performed in accordance with the Project Documents by, or on behalf of, the Collateral Agent during the Cure Period, such action shall discharge the relevant liabilities or obligations of Project Company to MDOT, but does not in any way affect any of the obligations owed as between Project Company and the Lenders including in respect of such cure. No such performance by the Collateral Agent or any other Person under this Section 6.3 shall be deemed or construed to be an assumption by the Collateral Agent or such Person of any of the covenants, agreements, or obligations of Project Company under the Project Agreement. For purposes of this Section 6.3, such cure or discharge of payment liabilities or performance obligations shall include payment of such additional costs as may have been incurred by MDOT arising out of or relating to such Project Company Default.

6.4 If the Collateral Agent or another Step-in Party (i) shall have succeeded to the Project Company's Interest and obtained possession, custody and control of the Project in accordance with the terms of this Lenders' Direct Agreement, (ii) shall have delivered to MDOT within 15 days after obtaining such possession, custody and control a Substitute Accession Agreement in accordance with Section 11 below,

and (iii) shall have thereafter diligently and with continuity cured all Project Company Defaults which are capable of being cured through possession, then the Collateral Agent or other Step-in Party shall have time after it obtains possession, custody and control of the Project as may be necessary with exercise of good faith, diligence and continuity to cure such Project Company Default or perform such condition, in any event not to exceed 120 days after the date it obtains possession, custody and control of the Project, and the Cure Period shall be extended accordingly; provided that in no event shall the Term be extended beyond the expiration of the Term.

7. STEP-IN NOTICE

7.1 Upon the issuance of a Lender Notice or an MDOT Notice, except for an Incurable Project Company Default, the Collateral Agent may give a written notice (a “**Step-in Notice**”) under this Section 7 to MDOT at any time during the Cure Period in the case of the issuance of an MDOT Notice or at any time following the receipt by MDOT of a Lender Notice.

7.2 The Collateral Agent shall nominate, in the Step-in Notice, (a) the Collateral Agent, a Lender or any entity that is wholly owned by a Lender or group of Lenders; or (b) any Person approved by MDOT as a Substituted Entity in accordance with Section 10 below, and the person so nominated being referred to as the “**Step-in Party**.”

7.3 MDOT shall have the unconditional right to rely upon any Step-in Notice purported to be signed and delivered by or for the Collateral Agent, without MDOT obligation or liability to Project Company, any Lender, Collateral Agent or any third party to ascertain or investigate its authenticity, truth or accuracy.

8. RIGHTS AND OBLIGATIONS ON STEP-IN

8.1 On and from the later of the date of the receipt of the Step-in Notice and date of the approval of MDOT to the appointment of the Step-in Party (if required by Section 7.2 above), and subject to Section 8.3(d), (“**Step-in Date**”) and during the Step-in Period, the Step-in Party shall be entitled to exercise and enjoy the rights and powers expressed to be assumed by or granted to a Step-in Party under this Lenders’ Direct Agreement.

8.2 Without prejudice to Section 12 below (Revival of Remedies), unless there exists an Incurable Project Company Default, from and after commencement of any applicable Cure Period and during the applicable Step-in Period, MDOT shall:

- (a) Not terminate or give Notice terminating the Project Agreement under the Project Agreement unless such Cure Period shall expire without cure of the Project Company Default to which it relates or the grounds for termination or giving Notice of termination or otherwise exercising its rights under the Project Agreement in accordance with such section are a subsequent Project Company Default, subject to the Cure Period applicable to such subsequent Project Company Default;
- (b) Not suspend MDOT’s performance (including in connection with any insolvency, bankruptcy or similar proceeding in relation to Project Company) under the Project Agreement, unless such Cure Period shall expire without cure of the Project Company Default to which it relates or the grounds for suspension of performance are failure by the Step-in Party to perform Project Company’s obligations under the Project Agreement (other than the Project Company Default to which such Cure Period relates), subject to the Cure Period applicable to such failure, or unless the Project Agreement has been rejected;
- (c) Not take or support any action for the liquidation, bankruptcy, administration, receivership, reorganization, dissolution or winding-up of Project Company or for the composition or

readjustment of Project Company's debts, or any similar insolvency procedure in relation to Project Company, or for the appointment of a receiver, trustee, custodian, sequestrator, conservator, liquidator, administrator or similar official for Project Company or for any part of Project Company's Interest;

- (d) Continue to make payments pursuant to Section 5.3 above; and
- (e) Endorse over as may be directed by the Collateral Agent any checks received by MDOT with respect to the Performance Security if, in each case, such security is in the form of a surety bond; provided that the Collateral Agent reimburse MDOT for any Losses incurred by MDOT in attempting to cure the Project Company Default as and to the extent: (i) MDOT is entitled to such reimbursement pursuant to the Project Agreement; (ii) MDOT has promptly notified the Collateral Agent of such Losses at or prior to the time of endorsement and (iii) the Collateral Agent's obligation to reimburse MDOT for such Losses do not exceed the proceeds from any such security.

8.3 MDOT, Collateral Agent and Project Company agree that:

- (a) The performance by MDOT in favor of either the Step-in Party or Project Company shall be a good and effective discharge of MDOT's obligations under this Lenders' Direct Agreement and the Project Agreement;
- (b) MDOT's receipt of complete, conforming and compliant performance in accordance with the Project Documents from either the Step-in Party or Project Company shall be a good and effective discharge of Project Company's corresponding obligations under the Project Agreement;
- (c) The Collateral Agent shall be entitled at any time by Notice to MDOT to direct (such direction being binding on the Collateral Agent, MDOT and Project Company) that, at all times during the Step-in Period, the Step-in Party shall be solely entitled to make any decisions, to give any directions, approvals or consents, to receive any payments or otherwise to deal with MDOT in place of Project Company under the Project Agreement. MDOT shall be entitled to conclusively rely on any such decisions, directions, approvals or consents, without any duty whatsoever to ascertain or investigate the validity thereof, and any such decisions, directions, approvals or consents shall be as binding on Project Company as if made or given by Project Company itself;
- (d) Any amount due from Project Company to MDOT under the Project Agreement or this Lenders' Direct Agreement as of the Step-in Date and notified to such Step-in Party prior to the Step-in Date, including MDOT's reasonable costs and expenses incurred in connection with (a) Project Company's default and termination, (b) MDOT's activities with respect to the Project during any period MDOT was in possession, custody and control of the Project, and (c) the approval of the Step-in Party, all as of the effective date of the Step-in Notice and notified to such Step-in Party prior to the Step-in Date. shall be paid to MDOT on the Step-in Date, failing which MDOT shall be entitled to exercise its rights under the Project Agreement in respect of the amount so due and unpaid; MDOT's receipt of the payment pursuant to this Section 8.3(d) shall be a condition precedent to the Step-in Date; and
- (e) Project Company shall not be relieved from any of its obligations under the Project Agreement, whether arising before or after the Step-in Date, by reason of the Step-in Party exercising the rights provided herein, except to the extent provided in Section 6.3 above and Section 9 below.

9. STEP-OUT

A Step-in Party may, at any time, by giving not less than 30 days' prior written notice ("**Step-out Notice**")

to MDOT, terminate its obligations to MDOT under this Lenders' Direct Agreement respecting the event giving rise to the Step-in Notice, in which event such Step-in Party shall be released from all obligations under this Lenders' Direct Agreement respecting the event giving rise to the Step-in Notice, except for any related obligations or liabilities of the Step-in Party arising on or before the effective date of such Step-out Notice and as otherwise set forth in the Step-out Notice. The obligations of MDOT to the Step-in Party under this Lenders' Direct Agreement respecting the event giving rise to the Step-in Notice shall also terminate upon the effective date of such Step-out Notice as set forth in the Step-out Notice. If the Step-in Party giving the Step-out Notice is a Substituted Entity that is not the Collateral Agent or a Lender, then such Step-in Party shall be released from all obligations under this Lenders' Direct Agreement arising from and after the effective date of such Step-out Notice as set forth in the Step-out Notice and its relinquishment of possession, custody and control of the Project.

10. SUBSTITUTION PROPOSAL BY THE LENDERS

10.1 The Collateral Agent may give a notice ("**Substitution Notice**") under this Section 10 in writing to MDOT at any time:

- (a) During any Cure Period;
- (b) During any Step-in Period; or
- (c) After delivery of a Lender Notice.

10.2 In any Substitution Notice, the Collateral Agent shall provide Notice to MDOT that it intends to designate a Substituted Entity.

10.3 The Collateral Agent shall, as soon as practicable thereafter, provide to MDOT the information, evidence and supporting documentation regarding the proposed Substituted Entity and any third party entering into a material subcontract with such Substituted Entity, including:

- (a) The name and address of the proposed Substituted Entity and its proposed Key Contractors;
- (b) The names of the proposed Substituted Entity's shareholders or members and the share capital or partnership or membership interests, as applicable, held by each of them;
- (c) The manner in which it is proposed to finance the proposed Substituted Entity in its performance of the balance of the Work and the extent to which such financing is committed;
- (d) Copies of the proposed Substituted Entity's and its proposed Key Contractors' most recent financial statements (and if available the financial statements for the last three financial years) or in the case of a newly-formed special purpose entity its opening balance sheet;
- (e) A copy of the proposed Substituted Entity's and its proposed Key Contractors' formation documents, and other evidence of each of their organization and authority, including organizational documents, resolutions and incumbency certificates;
- (f) Details of the resources available to the proposed Substituted Entity and its proposed Key Contractors, and the appropriate qualifications, experience and technical competence available to the proposed Substituted Entity and its proposed Key Contractors to enable the proposed Substituted Entity to perform the obligations of Project Company under the Project Agreement;
- (g) The names of the proposed Substituted Entity's and its proposed Key Contractors' directors/managers/members/partners and any key personnel who will assume substantially-similar roles as the Key Personnel and otherwise have responsibility for the day-to-day management of its participation in the Project;
- (h) Disclosure of any actual or potential conflicts of interest of the proposed Substituted Entity and its proposed Key Contractors; and

- (i) All certificates, including certificates regarding debarment or suspension, forms, statements, representations and warranties and opinion(s) of counsel that MDOT may reasonably request, signed by the proposed Substituted Entity and, where applicable, proposed Key Contractors, in each case not at MDOT's cost or expense.

10.4 MDOT shall not be required to give its approval to the proposed Substituted Entity if:

- (a) There are unremedied defaults under the Project Agreement and there is no rectification plan reasonably acceptable to MDOT with respect to the defaults which are capable of being cured by the Substituted Entity; or
- (b) Any proposed security interests to be granted by the proposed Substituted Entity to the Collateral Agent and/or Lender in addition to (or substantially different from) the security interests granted to the Collateral Agent and/or Lender under the Initial Financing Documents materially and adversely affect the ability of the Substituted Entity to perform Project Company's obligations under the Project Documents or have the effect of increasing any liability of MDOT, whether actual or potential.

10.5 If MDOT fails to give its approval within 45 days of the date on which MDOT has confirmed it has received the information specified in Section 10.3 above in respect of any proposed Substituted Entity, or any extension thereof by mutual agreement of MDOT and the Collateral Agent, then the approval of MDOT shall be deemed to have been given.

11. SUBSTITUTION

11.1 If MDOT approves (or is deemed to have approved) a Substitution Notice pursuant to Section 10 above, then the Substituted Entity named therein shall execute a duly completed "**Substitute Accession Agreement**" substantially in the form attached hereto as Schedule A and submit it to MDOT (with a copy thereof to the other parties to this Lenders' Direct Agreement). The assignment set forth in the Substitute Accession Agreement shall become effective on and from the earlier of (a) the latest of the date on which (i) the Collateral Agent or the Substituted Entity lawfully succeeds to all the Project Company's Interest through exercise of foreclosure rights and actions on security interests or through transfer from Project Company in lieu of foreclosure, (ii) MDOT receives all payments described in Section 11.4 below and (ii) MDOT countersigns the Substitute Accession Agreement (the "**Substitution Effective Date**"), or (b) the date that is ten days after the date MDOT receives the completed Substitute Accession Agreement if MDOT fails to sign the Substitute Accession Agreement.

11.2 As of the Substitution Effective Date:

- (a) Such Substituted Entity shall become a party to the Project Documents and this Lenders' Direct Agreement in place of Project Company;
- (b) All of Project Company's obligations and liabilities under the Project Documents and under this Lenders' Direct Agreement arising from and after the Substitution Effective Date shall be immediately and automatically transferred to the Substituted Entity, without release of Project Company from any such obligations and liabilities to MDOT. Notwithstanding the foreclosure or other enforcement of any security interest created or perfected by any Funding Agreement, and notwithstanding occurrence of the Substitution Effective Date, Project Company shall remain liable to MDOT for the payment of all sums owing to MDOT under the Project Agreement and for the performance and observance of all of Project Company's covenants and obligations under the Project Agreement;
- (c) Such Substituted Entity shall exercise and enjoy the rights and perform the obligations of Project Company under the Project Documents and this Lenders' Direct Agreement; and

- (d) MDOT shall owe its obligations (including any undischarged liability with respect to any loss or damage suffered or incurred by Project Company prior to the Substitution Effective Date) under the Project Documents and this Lenders' Direct Agreement to such Substituted Entity in place of Project Company, subject to MDOT's right to offset any losses or damages suffered or incurred by MDOT as provided under the Project Agreement, which when such obligations are performed by MDOT shall be, and be deemed to be, a release by Project Company of its entitlement to such performance.

11.3 MDOT shall use its reasonable efforts to facilitate the transfer to the Substituted Entity of Project Company's obligations under the Project Agreement and this Lenders' Direct Agreement.

11.4 The Substituted Entity shall pay to MDOT on the Substitution Effective Date any amount due to MDOT under the Project Agreement and this Lenders' Direct Agreement, including MDOT's reasonable costs and expenses incurred in connection with (a) Project Company's default and termination, (b) MDOT's activities with respect to the Project during any period MDOT was in possession, custody and control of the Project, and (c) the approval of the Substituted Entity, all as of the Substitution Effective Date and notified to such Substituted Entity prior to the Substitution Effective Date. MDOT's receipt of the payment pursuant to this Section 11.4 shall be a condition precedent to the Substitution Effective Date.

11.5 The occurrence of the Substitution Effective Date shall not extinguish prior Project Company Defaults that remain uncured (provided, however, that Incurable Project Company Defaults need not be remedied by the Substituted Entity), and MDOT shall continue to have all rights and remedies available under the Project Agreement with respect to such Project Company Defaults, including any applicable termination rights, subject to (a) the limitations on MDOT's exercise of such rights and remedies set forth in this Lenders' Direct Agreement during any applicable Cure Period that continues after the Substitution Effective Date (b) the limitations on termination due to accumulation of Noncompliance Points prior to the Substitution Effective Date to the extent provided in Section 13 below.

11.6 As of the Substitute Effective Date, MDOT shall enter into an equivalent Lenders' Direct Agreement on substantially the same terms as this Lenders' Direct Agreement, save that Project Company shall be replaced as a party by the Substituted Entity.

12. REVIVAL OF REMEDIES; INCURABLE PROJECT COMPANY DEFAULT

12.1 If:

- (a) An MDOT Notice has been given;
- (b) The grounds for such MDOT Notice are continuing and have not been remedied or waived; and
- (c) Subject to Section 11.5, the Step-in Period ends without cure of the Project Company Defaults that were the subject of MDOT Notice,

then, from and after the date such Step-in Period expires (the "**Revival Date**"), MDOT shall be entitled:

- (i) Except as provided otherwise in Section 6.4 above, to act upon any and all grounds for termination or suspension available to it under the Project Agreement in respect of defaults under the Project Agreement not remedied or waived;
- (ii) To pursue any and all claims and exercise any and all remedies against Project Company; and
- (iii) To take or support any action of the type referred to in Article 37 of the Project Agreement if and to the extent that it is then entitled to do so under the Project

Agreement.

12.2 MDOT may terminate the Project Agreement without providing an MDOT Notice, Step-in Period or Cure Period to the Collateral Agent in the event of an Incurable Project Company Default. Upon the occurrence of an Incurable Project Company Default, MDOT's termination rights shall be effective without regard to any limitations set forth in this Lenders' Direct Agreement, subject to and except to the extent provided otherwise in Section 13 below.

13. NEW AGREEMENTS

13.1 The provisions of this Section 13 shall apply only if:

- (a) There occurs an Incurable Project Company Default under clause (a) or (c) of the definition of Incurable Project Company Default; or
- (b) There occurs a Project Company Default governed by clause (c) of the definition of Cure Period, (ii) the Collateral Agent pursues with good faith, diligence and continuity lawful processes and steps to obtain the appointment of a court receiver for the Project and possession, custody and control of the Project, (iii) despite such efforts the Collateral Agent is unable to obtain such possession, custody and control of the Project within the 180-day Cure Period set forth in clause (c) of the definition of Cure Period and (iv) no Step-out Notice has been given.

13.2 If this Section 13 is applicable and either (i) MDOT terminates the Project Agreement or (ii) MDOT receives notice that the Project Agreement is otherwise terminated, rejected, invalidated or rendered null and void by order of a bankruptcy court, then (a) MDOT shall deliver to the Collateral Agent Notice of such event, and (b) the Collateral Agent or other Step-in Party, to the extent then permitted by Law, shall have the option to obtain from MDOT agreements to replace the Project Documents, and, to the extent necessary, new ancillary agreements (e.g. escrow agreements) (together the "**New Agreements**") in accordance with and upon the terms and conditions of this Section 13.

13.3 In order to exercise such option, the Collateral Agent or other Step-in Party must deliver to MDOT, within 60 days (or 90 days, in the case of an Incurable Project Company Default of the type contemplated under subclause (a) of the definition thereof) after MDOT delivers its Notice of termination, (a) a request for New Agreements, (b) a written commitment that the Collateral Agent or other Step-in Party will enter into the New Agreements and pay all the amounts described in Sections 13.5(a) and (c) below, and (c) originals of such New Agreements, duly executed and acknowledged by the Collateral Agent or other Step-in Party. If any of the foregoing is not delivered within such 60-day (or, as applicable, 90-day) period, the option set forth in Section 13.2 in favor of the Collateral Agent and all other Step-in Parties shall automatically expire.

13.4 Within 30 days after timely receipt of the Notice, written commitment and New Agreements duly executed, MDOT shall enter into the New Agreements to which MDOT is a party with the Collateral Agent or other Step-in Party, subject to any extension of such 30-day period as MDOT deems necessary to clear any claims of Project Company to continued rights and possession, custody or control of the Project, or otherwise.

13.5 Upon the execution by all parties and as conditions to the effectiveness of the New Agreements, the Collateral Agent or other Step-in Party shall perform all of the following:

- (a) Pay to MDOT:
 - (i) Any and all sums which would, at the time of the execution of the New Agreements, be due under the Project Documents but for such termination; and
 - (ii) The amount of any Termination Compensation previously paid by MDOT under the Project Agreement, with interest thereon at a floating rate equal to the LIBOR in effect

from time to time plus 200 basis points from the date the termination compensation was paid until so reimbursed;

- (b) Otherwise fully remedy any existing Project Company Defaults under the Project Documents (provided, however, that Incurable Project Company Defaults need not be remedied and with respect to any Project Company Default which cannot be cured until the Collateral Agent or other Step-in Party obtains possession, custody and control of the Project, it shall have such time, after it obtains such possession, custody and control as is necessary with the exercise of good faith, diligence and continuity to cure such Project Company Default, in any event not to exceed 120 days after the date it obtains possession, custody and control of the Project);
- (c) Without duplication of amounts previously paid by Project Company, pay to MDOT all reasonable costs and expenses, including MDOT's Recoverable Costs, incurred by MDOT in connection with (i) such default and termination, (ii) the assertion of rights, interests and defenses in any bankruptcy or related proceeding, (iii) the recovery of possession, custody and control of the Project, (iv) all MDOT activities during its period of possession, custody and control of, and respecting, the Project, including permitting, design, acquisition, construction, equipping, maintenance, operation and management activities, minus the lesser of (A) the foregoing clause (iv) amount and (B) the amount of Service Payments, if any, that would have been paid during such period had the Project Agreement not been terminated and had there been no adjustments to such Service Payments, and (v) the preparation, execution, and delivery of such New Agreements. Upon request of the Collateral Agent or other Step-in Party, MDOT will provide a written, documented statement of such costs and expenses; and
- (d) Deliver to MDOT a new Payment Bond and Performance Security and new letters of credit and guarantees to the extent then required under the Project Agreement.

13.6 Upon execution of the New Agreements and payment of all sums due MDOT, MDOT shall:

- (a) Assign and deliver to the Collateral Agent or other Step-in Party, without warranty or representation, all the property, contracts, documents and information that Project Company may have assigned and delivered to MDOT upon termination of the Project Agreement; and
- (b) If applicable, transfer into a new Handback Account established by the Collateral Agent or other Step-in Party in accordance with the Project Agreement, all funds MDOT received from the Handback Account pursuant to Section 24.3 of the Project Agreement (or from draw on a Handback Letter of Credit pursuant to Section 24.4 of the Project Agreement) less so much thereof that MDOT spent or is entitled to as reimbursement for costs of Rehabilitation Work MDOT performed prior to the effectiveness of the New Agreements.

13.7 The New Agreements shall be effective as of the date of termination of the Project Agreement and shall run for the remainder of the Term. The New Agreements shall otherwise contain the same covenants, terms and conditions and limitations as the Project Documents and ancillary agreements and documents that were binding on MDOT and Project Company (except for any requirements which have been fulfilled by Project Company prior to termination and except that Section 6.1 of the Project Agreement (and any equivalent provisions of the other Project Documents) shall be revised to be particular to the Collateral Agent or other Step-in Party).

13.8 If the holders of more than one Security Document make written requests upon MDOT for New Agreements in accordance with this Section 13, MDOT shall grant the New Agreements to, as applicable, the holder whose Security Documents have the most senior priority of record. Priority shall be established as follows.

- (a) MDOT shall submit a written request to the Collateral Agent to designate the Security

Documents having the most senior priority of record. MDOT shall have the right to conclusively rely on the Collateral Agent's written designation, without duty of further inquiry by MDOT and without liability to any Lender; and thereupon the written requests of each holder of any other Security Document shall be deemed to be void.

- (b) If MDOT does not receive the Collateral Agent's written designation within ten days after delivering written request, then MDOT may conclusively rely, without further inquiry and without liability to any Lender or Collateral Agent, on the seniority indicated by a then-current title report that MDOT obtains from one of the four largest title insurance companies doing business in the State of Michigan (unless otherwise agreed in writing by the most senior holder so indicated); and thereupon the written requests of each holder of any other Security Document shall be deemed to be void.
- (c) If the holders of more than one Security Document share *pari passu* senior lien priority as indicated pursuant to clause (a) or (b) above and make written requests upon MDOT for New Agreements in accordance with this Section 13, MDOT shall grant the New Agreement to such holders jointly (unless otherwise agreed in writing by such holders); and thereupon the written requests of each holder of any other Security Documents shall be deemed to be void.

14 GENERAL

14.1 Neither Lender nor the Collateral Agent shall have any obligation hereunder to extend credit to MDOT or any contractor to MDOT at any time, for any purpose.

14.2 For so long as any amount under the Funding Agreements is outstanding, MDOT shall not, without the prior written consent of the Collateral Agent, consent to any assignment, transfer, pledge or hypothecation of the Project Agreement or any interest therein by Project Company, other than as specified in the Project Agreement or this Lenders' Direct Agreement.

14.3 Notwithstanding anything to the contrary contained herein, the Collateral Agent is acting hereunder, not in its individual capacity but solely as collateral agent, on behalf of the secured parties identified in the Security Documents. The Collateral Agent shall not be required to take any action whatsoever hereunder unless and until it is specifically directed to do so in writing as specified in the Security Documents. The Collateral Agent shall not be liable for acting in accordance with such directions or for failing to act if it does receive any such written directions. Under no circumstances (other than in respect of gross negligence or willful misconduct of the Collateral Agent) shall the Collateral Agent be liable for any and all claims, liabilities, obligations, losses, damages, penalties, costs and expenses that may be imposed on, incurred by, or asserted against the Collateral Agent at any time or in any way relating to or arising out of the execution, delivery and performance of this Lenders' Direct Agreement by the Collateral Agent. Under no circumstances shall the Collateral Agent be liable for any indirect, special, consequential or punitive damages arising out of the execution, delivery or performance of this Lenders' Direct Agreement or for any action it takes pursuant to the authority or directions given under the Security Documents. For the avoidance of doubt, under no circumstances shall the Collateral Agent be required to perform any activity related to the development, design, construction, operation or maintenance of the Project including, without limitation, directing or supervising any portion of the construction of the Project. Nothing contained herein shall require the Collateral Agent to advance or risk its own funds.

15. TERMINATION

This Lenders' Direct Agreement shall remain in effect until the earlier to occur of (a) the Discharge Date; (b) the time at which all of MDOT's obligations and liabilities have expired or have been satisfied in

accordance with the terms of the Project Documents and this Lenders' Direct Agreement; and (c) any assignment to a Substituted Entity has occurred under Section 11 above and MDOT shall have entered into an equivalent Lenders' Direct Agreement on substantially the same terms as this Lenders' Direct Agreement, save that Project Company has been replaced as a party by the Substituted Entity.

16. EFFECT OF BREACH

Without prejudice to any rights a party may otherwise have, a breach of this Lenders' Direct Agreement shall not of itself give rise to a right to terminate the Project Agreement.

17. NO PARTNERSHIP

Nothing contained in this Lenders' Direct Agreement shall be deemed to constitute a partnership between the parties hereto. None of the parties shall hold itself out contrary to the terms of this Section 17.

18. REMEDIES CUMULATIVE

No failure or delay by MDOT[, Lender] or the Collateral Agent (or their designee) in exercising any right or power hereunder shall operate as a waiver thereof, nor shall any single or partial exercise of any such right or power, or any abandonment or discontinuance of steps to enforce such a right or power, preclude any other or further exercise thereof or the exercise of any other right or power. The remedies provided herein are cumulative and not exclusive of any remedies provided by law and may be exercised by [Lender,]the Collateral Agent or any designee, transferee or permitted assignee thereof from time to time.

19. AMENDMENT AND WAIVER

- (a) This Lenders' Direct Agreement may not be varied, amended or supplemented except by an agreement in writing signed by duly authorized representatives of the Parties and stating on its face that it is intended to be an amendment, restatement or other modification, as applicable, to this Lenders' Direct Agreement.
- (b) No waiver made or given by a Party in connection with this Lenders' Direct Agreement will be binding or effective unless the waiver is in writing, signed by an authorized representative of the Party giving such waiver, and delivered by such Party to the other Party. No waiver made with respect to any right, power or remedy in one instance will be deemed to be a waiver with respect to any other instance involving the exercise of such right, power, or remedy or with respect to any other right, power, or remedy.
- (c) Failure by either Party to exercise any of its rights, powers or remedies under this Lenders' Direct Agreement or its delay to do so will not constitute a waiver of those rights, powers or remedies. The single or partial exercise of a right, power or remedy will not prevent its subsequent exercise or the exercise of any other right, power or remedy.

20. SUCCESSORS AND ASSIGNS

No party to this Lenders' Direct Agreement may assign or transfer any part of its rights or obligations hereunder without the consent of the other parties, save that (a) the Collateral Agent may assign or transfer its rights and obligations hereunder to a successor Collateral Agent in accordance with the Funding Agreements, and (b) MDOT may assign or transfer its rights and obligations hereunder as provided in Section 27.3 of the Project Agreement.

21. COUNTERPARTS

This instrument may be executed in two or more counterparts, each of which must be deemed an original, but all of which together must constitute one and the same instrument.

Transmission by facsimile or electronic (“e-mail”) delivery of an executed counterpart of this Lenders’ Direct Agreement shall be deemed to constitute due and sufficient delivery of such counterpart, to be followed thereafter by an original of such counterpart.

22. SEVERABILITY

Each provision of this Lenders’ Direct Agreement is valid and enforceable to the fullest extent permitted by law. If any provision of this Lenders’ Direct Agreement is declared invalid, unenforceable or illegal by the courts of a competent jurisdiction, such provision may be severed and such invalidity, unenforceability or illegality will not prejudice or affect the validity, enforceability and legality of the remaining provisions of this Lenders’ Direct Agreement. If any such provision of this Lenders’ Direct Agreement is invalid, unenforceable or illegal, the Parties will, acting in good faith, promptly negotiate new provisions to eliminate such invalidity, unenforceability or illegality and to restore this Lenders’ Direct Agreement as near as possible to its original intent and effect.

23. NOTICES

All notices, requests, demands, instructions, certificates, consents, explanations, agreements, approvals and other communications (each being a “Notice”) required or permitted under this Lenders’ Direct Agreement must be in writing (whether or not “written notice” or “notice in writing” is specifically required by the applicable provision of this Lenders’ Direct Agreement) and served by sending the same by registered mail, facsimile or by hand, as follows:

If to MDOT:

Attention: Charlie Stein / Mia Silver
Michigan Department of Transportation Van Wagoner Building, Mailcode: B220,
425 West Ottawa Street, P.O. Box 30050, Lansing, MI 48909

With a copy to: [●]

If to Project Company:

with copies to:

[If to Lender:

with copies to:]

and

If to the Collateral Agent:

23.2 A Notice shall be deemed to have been given:

- (a) Upon receipt, if delivered in person;
- (b) Upon receipt (confirmed by automatic answer back or equivalent evidence of receipt), if validly transmitted electronically before 3:00 p.m. (local time at the place of receipt) on a Business

Day;

- (c) One Business Day after delivery to the courier properly addressed, if delivered by overnight courier; or
- (d) Four Business Days after deposit with postage prepaid and properly addressed, if delivered by United States Postal Service certified or registered mail.

23.3 Each of the parties will provide Notice to each other in writing of any change of address, such Notice to become effective 15 days after dispatch.

24. GOVERNING LAW AND JURISDICTION

- (a) This Lenders' Direct Agreement, and each of the documents contemplated by or delivered under or in connection with this Lenders' Direct Agreement, is governed by and construed in accordance with the laws of the State of Michigan and the laws of the United States applicable therein and must be treated in all respects as a MDOT contract, without regard to conflict of laws principles.
- (b) Subject to Schedule 4 - Dispute Resolution Procedure, each of the Project Company, MDOT and the Collateral Agent hereby irrevocably attorn to the exclusive jurisdiction of the courts of the State of Michigan and all courts competent to hear appeals therefrom.

25. CONFLICT WITH THE PROJECT AGREEMENT

In the event of any irreconcilable conflict or inconsistency between the provisions of this Lenders' Direct Agreement and the Project Agreement, the provisions of this Lenders' Direct Agreement shall control and prevail.

IN WITNESS WHEREOF, each of the parties hereto has caused this Lenders' Direct Agreement to be duly executed by its duly authorized officer as of the date first written above.

MICHIGAN DEPARTMENT OF TRANSPORTATION

By: _____

Name: _____

Title: _____

[COLLATERAL AGENT BANK], AS COLLATERAL AGENT

By: _____

Name: _____

Title: _____

[[_____] [Lender]]

By: _____

Name: _____

Title: _____]

[_____] [Project Company]

By: _____

Name: _____

Title: _____

SCHEDULE A
Form of Substitute Accession Agreement

[Date]

To: Michigan Department of Transportation
For the attention of: [_____] [Lender and other parties to Funding Agreements to be listed]
[insert address]
For the attention of: [_____]

From: *[Substituted Entity]*

DBFOM STREET LIGHTING PROJECT
SUBSTITUTE ACCESSION AGREEMENT

Ladies and Gentlemen:

Reference is made to the Public-Private Agreement, dated as of [_____] (as amended, amended and restated, supplemented or otherwise modified from time to time, the “**Agreement**”) between the Michigan Department of Transportation (the “**MDOT**”) and [_____] (“**Project Company**”) and the Lenders’ Direct Agreement, dated as of [_____] 20[___] (as amended, amended and restated, supplemented or otherwise modified from time to time, the “**Lenders’ Direct Agreement**”) among MDOT, Project Company[, Lender] and [_____] [Collateral Agent Bank or Trustee], as Collateral Agent. Terms defined in the Lenders’ Direct Agreement and not otherwise defined herein have the respective meanings set forth in or incorporated into in the Lenders’ Direct Agreement.

1. The undersigned (“we”) hereby confirms that it is a Substituted Entity pursuant to Sections 10 and 11 of the Lenders’ Direct Agreement.

2. We acknowledge and agree that, upon and by reason of our execution of this Substitute Accession Agreement, we will become a party to the Agreement and the Lenders’ Direct Agreement as a Substituted Entity and, accordingly, shall have the rights, powers and obligations of Project Company under the Agreement and the Lenders’ Direct Agreement.

3. We hereby assume all duties, obligations and liabilities of Project Company under the Project Documents.

4. Our address, fax and telephone number and address for electronic mail for the purpose of receiving notices are as follows:

[contact details of Substituted Entity]

5. This Substitute Accession Agreement shall be governed by, and construed in accordance with, the law of the State of Michigan applicable to contract to be performed within such State.

The terms set forth herein are hereby agreed to:

[Substituted Entity]

By:

Name:

Title:

Accepted:

MICHIGAN DEPARTMENT OF TRANSPORTATION

By:

Name:

Title:

SCHEDULE B
Initial Funding Agreements

Funding Agreements

Document	Party 1	Party(ies) 2

Security Documents

Document	Party 1	Party(ies) 2

FORM I - PROPOSAL SECURITY

Bond No. _____

KNOW ALL PERSONS BY THESE PRESENTS, that the _____
[NOTE: insert name of Proposer as the Principal and delete this bracketed text], as Principal and _____, as Surety or as Co-Sureties, each a [corporation] duly organized under the laws of the state indicated on the attached page, having its principal place of business at the address listed on the attached page, in the State indicated on the attached page, and authorized as a surety in the State of Michigan, are hereby jointly and severally held and firmly bound unto the Michigan Department of Transport ("MDOT"), in the sum of \$750,000 **[NOTE: insert amount and delete this bracketed text-amount must be \$750,000 if a single bond is provided; multiple bonds in lesser amounts may be provided if the sum equals \$750,000]** (the "Bonded Sum") for the payment of which we each bind ourselves, and our heirs, executors, administrators, representatives, successors, and assigns, jointly and severally, firmly by these presents.

WHEREAS, the Principal is submitting its Proposal to design, build, finance, operate and maintain the Project through a Project Agreement (the "Agreement"), which Proposal is incorporated herein by this reference and has been submitted pursuant to MDOT's Request for Proposals dated November 25, 2014 (as amended or supplemented, the "RFP"), in accordance with the Instructions to Proposers ("ITP") included in the RFP (initially capitalized terms not otherwise defined herein shall have the meaning set forth in the ITP);

NOW, THEREFORE:

1. The condition of this bond is such that, upon occurrence of any of the following events, then this obligation shall be null and void; otherwise it shall remain in full force and effect, and the Bonded Sum will be forfeited to MDOT as liquidated damages, upon receipt by Principal and Surety or by Principal and Sureties listed on the attached page (the "Co-Sureties") of notice of such forfeiture from MDOT:

(a) Principal's receipt of written notice from MDOT that either (i) no Agreement for the Project will be awarded by MDOT pursuant to the RFP, (ii) MDOT has awarded an Agreement for the Project, has received the executed Agreement and other required documents, and does not intend to award the Agreement to Principal; or (iii) the procurement has been cancelled;

(b) Except as expressly provided otherwise in the RFP and/or agreed to by MDOT in writing, the Preferred Proposer's performance of its obligations to achieve Commercial and Financial Close by the Commercial and Financial Close Deadline, as such deadline may be extended in accordance with the RFP; or

(c) If MDOT has not previously delivered notice of forfeiture hereunder, failure of MDOT to notify Principal that it is the Preferred Proposer within the Proposal Validity Period.

2. The Principal and the Surety or Co-Sureties hereby agree to pay to MDOT the full Bonded Sum, as liquidated damages, within ten days after occurrence of any of the following events:

(a) Principal withdraws any part or all of its Proposal prior to the time allowed for execution of the Agreement under the ITP, as such time may be extended (including withdrawing, repudiating or otherwise indicating in writing that it will not meet any commitment made in its Proposal), without MDOT's consent;

(b) Principal is the Preferred Proposer and fails to engage in good faith negotiations with MDOT as set forth in ITP Section 8.2;

(c) Principal is the Preferred Proposer and fails to provide the documents as, when, and to the extent required under, or satisfy the conditions set forth in ITP Section 9.2;

(d) Unless otherwise expressly excused under the ITP, Principal is the Preferred Proposer and Commercial and Financial Close does not occur by the Commercial and Financial Close Deadline including as a result of:

(i) the Principal's failure to satisfy each of the Proposer Conditions Precedent to Commercial and Financial Close on or before the Commercial and Financial Close Deadline, or

(ii) the failure of the Commercial and Financial Close to occur by the Commercial and Financial Close Deadline being attributable to:

(A) any action, omission, negligence, fault or willful misconduct of the Principal, or

(B) the Principal failing to honor any commitment made in its Proposal or required under the ITP;

(e) The Surety or any of the Co-Sureties become ineligible and Principal fails to notify, after becoming aware of it, MDOT of the ineligibility of the issuer of the Proposal Security or fails to deliver replacement Proposal Security, if applicable, in each case in accordance with ITP Section 4.3.3, the Principal fails to deliver replacement Proposal Security pursuant to ITP Section 4.3.3 ten Business Days prior to the expiration of the Proposal Security then in effect;

(f) The Surety or insurance company is no longer authorized to issue bonds in the State or is no longer rated in the top 2 categories by 2 of the 3 Rating Agencies or at least A-: VIII or better according to A.M. Best's Financial Strength Rating and Financial Size Category; or

(g) Principal withdraws, repudiates or otherwise indicates prior to execution of the Agreement that it will not meet certain commitments made in its Proposal.

Principal agrees and acknowledges that such liquidated damages are reasonable in order to compensate MDOT for damages it will incur as a result of Principal's failure to satisfy the obligations under the RFP to which Principal agreed when submitting its Proposal. Such damages include potential harm to the credibility and reputation of MDOT's transportation improvement program, including with policy makers and with the general public, delays to the Project and additional costs of administering this or a new procurement (including engineering, legal, accounting, overhead and other administrative costs). Principal further acknowledges that these damages would be difficult and impracticable to measure and prove, are incapable of accurate measurement because of, among other things, the unique nature of the Project and the efforts required to receive and evaluate proposals for it, and the unavailability of a substitute for those efforts. The amounts of liquidated damages stated herein represent good faith estimates and evaluations as to the actual potential damages that MDOT would incur as a result of Principal's failure to satisfy the obligations under the RFP to which Principal agreed when submitting its Proposal, and do not constitute a penalty. Principal agrees to such liquidated damages in order to fix and limit Principal's costs and to avoid later disputes over what amounts of damages are properly chargeable to Principal.

3. The following terms and conditions shall apply with respect to this bond:

(a) This Proposal Security shall not be subject to forfeiture in the event that MDOT disqualifies the Proposal based on a determination that it is non-responsive or non-compliant.

(b) If suit is brought on this bond by MDOT and judgment is recovered, Principal and Surety or Co-Sureties shall pay all costs incurred by MDOT in bringing such suit, including, without limitation, reasonable attorneys' fees and costs as determined by the court.

(c) Any extension(s) of the time for award of the Agreement that Principal may grant in accordance with the Agreement or otherwise, shall be subject to the reasonable approval of Surety or Co-Sureties.

(d) Correspondence or claims relating to this bond should be sent to Surety at the following address:

SIGNED and SEALED this _____ day of [_____], 2015

Principal

By: _____

Co-Surety

By: _____

Attorney in Fact

By: _____

Co-Surety

By: _____

Attorney in Fact

[ADD APPROPRIATE SURETY ACKNOWLEDGMENTS]

CO-SURETIES

SURETY NAME

SURETY ADDRESS

INCORPORATED IN