

PROFESSIONAL SERVICES CONTRACT

BETWEEN

CITY OF DETROIT, MICHIGAN

AND

MOTOR CITY ELECTRIC UTILITIES CO.

CONTRACT NO. 6007531

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**CITY OF DETROIT
PROFESSIONAL SERVICES CONTRACT**

This Professional Services Contract (“Contract”) is entered into by and between the City of Detroit, a Michigan municipal corporation, acting by and through its Public Works Department ("City"), and Motor City Electric Utilities Co., a Michigan Domestic Profit Corporation, with its principal place of business located at 9440 Grinnell St. Detroit, MI 48213 ("Contractor").

Recitals:

WHEREAS, the City desires to engage the Contractor to render certain technical or professional services ("Services") as set forth in this Contract; and

WHEREAS, the Contractor desires to perform the Services as set forth in this Contract; and accordingly, the parties agree as follows:

Article 1: Definitions

1.01 The following words and expressions or pronouns used in their stead shall be construed as follows:

"Additional Services" shall mean any services in addition to the services set forth in Exhibit A that are related to fulfilling the objectives of this Contract and are agreed upon by the parties by written Amendment.

"Amendment" shall mean modifications or changes in this Contract that have been mutually agreed upon by the City and the Contractor in writing and approved by the City Council.

“Associates” shall mean the personnel, employees, consultants, subcontractors, agents, and parent company of the Contractor or of any Subcontractor, now existing or subsequently created, and their agents and employees, and any entities associated, affiliated, or subsidiary to the Contractor or to any subcontractor, now existing or subsequently created, and their agents and employees.

"City" shall mean the City of Detroit, a municipal corporation, acting through the office or department named in the Contract as contracting for the Services on behalf of the City.

“Data” means any and all information, including, but not limited to Personal Information, any of the City’s information and any other information uploaded or transmitted to or stored by the City or the Contractor pursuant to this Contract.

“Data Storage” means to the electronic secure storage of Data.

"City Council" shall mean the legislative body of the City of Detroit.

"Contract" shall mean each of the various provisions and parts of this document, including all attached Exhibits and all Amendments, as executed and approved by the appropriate City departments or offices and by the City Council.

"Contractor" shall mean the party that contracts with the City by way of this Contract, whether an individual, sole proprietorship, partnership, corporation, or other form of business organization, and its heirs, successors, personnel, agents, employees, representatives, executors, administrators, and assigns.

"Exhibit A" is the Scope of Services for this Contract and sets forth all pertinent data relating to the performance of the Services.

"Exhibit B" is the Fee Schedule for this Contract and sets forth the amount of compensation to be paid to the Contractor, including any Reimbursable Expenses, and any applicable hourly rate information.

"Exhibit C" is the Contractor's Statement of Political Contributions and Expenditures.

"ISO 27001" means a security framework created by the International Organization for Standardization that assesses a company's ability to keep its data safe. To achieve certification, companies must complete an audit to verify that they comply with ISO 27001's rigorous standards.

"Personal Information" means information which relates to an identified or identifiable individual, and includes any information defined from time to time as "personal information" under applicable state or federal privacy legislation.

"Public Servant" means the Mayor, members of City Council, City Clerk, appointive officers, any member of a board, commission or other voting body established by either branch of City government or the City Charter, and any appointee, employee or individual who provides services to the City within or outside of its offices or facilities pursuant to a personal services contract."

"Records" shall mean all books, ledgers, journals, accounts, documents, and other collected data in which information is kept regarding the performance of this Contract.

"Reimbursable Expenses" shall mean only those costs incurred by the Contractor in the performance of the Services, such as travel costs and document reproduction costs that are identified in Exhibit B as reimbursable.

"Services" shall mean all work that is expressly set forth in Exhibit A, the Scope of Services, and all work expressly or impliedly required to be performed by the Contractor in order to achieve the objectives of this Contract.

"SOC 2 Type 2 Report" means a data safety and security report developed by the American Institute of Certified Public Accountants which specifies how an organization handles its customers' data.

"Subcontractor" shall mean any person, firm or corporation, other than employees of the Contractor, that contracts with the Contractor, directly or indirectly, to perform in part or assist the Contractor in achieving the objectives of this Contract.

"Unauthorized Acts" shall mean any acts by a City employee, agent or representative that are not set forth in this Contract and have not been approved by City Council as part of this Contract.

"Work Product" shall mean the originals, or copies when originals are unavailable, of all materials prepared by the Contractor under this Contract or in anticipation of this Contract, including but not limited to, data, studies, briefs, drawings, maps, models, photographs, files, records, computer printouts, estimates, memoranda, computations, papers, supplies, notes, recordings, and videotapes, whether such materials are reduced to writing, magnetically or optically stored, or kept in some other form.

Article 2: Engagement of Contractor

- 2.01 By this Contract, the City engages the Contractor and the Contractor hereby agrees to faithfully and diligently perform the Services set forth in Exhibit A, in accordance with the terms and conditions contained in this Contract.
- 2.02 The Contractor shall perform the Services in a satisfactory manner as shall be determined within the sole and reasonable discretion of the City. In the event that there shall be any dispute between the parties with regard to the extent, character and progress of the Services to be performed or the quality of performance under this Contract, the interpretation and determination of the City shall govern.
- 2.03 The Contractor shall confer as necessary and cooperate with the City in order that the Services may proceed in an efficient and satisfactory manner. The Services are deemed to include all conferences, consultations and public hearings or appearances deemed necessary by the City to ensure that the Contractor will be able to properly and fully perform the objectives as set forth in this Contract.
- 2.04 All Services are subject to review and approval of the City for completeness and fulfillment of the requirements of this Contract. Neither the City's review, approval nor payment for any of the Services shall be construed to operate as a waiver of any rights under this Contract, and the Contractor shall be and will remain liable in accordance with applicable law for all damages to the City caused by the Contractor's negligent performance or nonperformance of any of the Services furnished under this Contract.
- 2.05 The Services shall be performed as set forth in Exhibit A, or at such other locations as are deemed appropriate by the City and the Contractor for the proper performance of the Services.
- 2.06 The City and the Contractor expressly acknowledge their mutual understanding and agreement that there are no third party beneficiaries to this Contract and that this Contract shall not be construed to benefit any persons other than the City and the Contractor.

- 2.07 It is understood that this Contract is not an exclusive services contract, that during the term of this Contract the City may contract with other firms, and that the Contractor is free to render the same or similar services to other clients, provided the rendering of such services does not affect the Contractor's obligations to the City in any way.

Article 3: Contractor's Representations and Warranties

- 3.01 To induce the City to enter into this Contract, the Contractor represents and warrants that the Contractor is authorized to do business under the laws of the State of Michigan and is duly qualified to perform the Services as set forth in this Contract, and that the execution of this Contract is within the Contractor's authorized powers and is not in contravention of federal, state or local law.

Article 4: Contract Effective Date and Time of Performance

- 4.01 This Contract shall be approved by the required City departments, approved by the City Council, and signed by the City's Chief Procurement Officer. The effective date of this Contract shall be the date upon which the Contract has been authorized by resolution of the City Council.
- 4.02 Prior to the approvals set forth in Section 4.01, the Contractor shall have no authority to begin work on this Contract. The Chief Procurement Officer shall not authorize any payments to the Contractor, nor shall the City incur any liability to pay for any services rendered or to reimburse the Contractor for any expenditure, prior to such award and approvals.
- 4.03 The City and the Contractor agree that the commencement and duration of the Contractor's performance under this Contract shall be determined as set forth in Exhibit A.

Article 5: Data To Be Furnished Contractor

- 5.01 Copies of all information, reports, records, and data as are existing, available, and deemed necessary by the City for the performance of the Services shall be furnished to the Contractor upon the Contractor's request. With the prior approval of the City, the Contractor will be permitted access to City offices during regular business hours to obtain any necessary data. In addition, the City will schedule appropriate conferences at convenient times with administrative personnel of the City for the purpose of gathering such data.

Article 6: Data Protection

Data Ownership and Use

- 6.01 The Contractor acknowledges and agrees that the City is the sole owner of the Data.
- 6.02 The Contractor further acknowledges and agrees that it shall not access, use, disclose, sell, rent, transfer or copy the Data for any purpose (or authorize or permit a third party to perform such acts). Except as may be necessary to fulfill its obligations under this Contract, the Contractor is not permitted access to the Data for any purpose. The Contractor is prohibited from using, transferring or disclosing any of the Data without specific written approval from the City. The Contractor hereby acknowledges that it has no and will never have any property interest in and may assert no lien on or right to withhold Data from the City.

Reports and Notice of Breach

6.04 Within ten (10) days of when the Contractor becomes aware of a data breach or potential data breach, the Contractor shall immediately notify the City in writing of the breach or potential breach. In the notification, the Contractor shall include information about the breach or potential breach, including, but not limited to, the timing and duration of the breach or potential breach, the impact on the City’s operation or use of the System, if any, and the steps taken or to be taken to address the breach, mitigate the damages and steps to recover.

Article 7: Contractor Personnel and Contract Administration

7.01 The Contractor represents that, at its own expense, it has obtained or will obtain all personnel and equipment required to perform the Services. It warrants that all such personnel are qualified and possess the requisite licenses or other such legal qualifications to perform the services assigned. If requested, the Contractor shall supply a résumé of the managerial staff or consultants it proposes to assign to this Contract, as well as a dossier on the Contractor's professional activities and major undertakings.

7.02 The City may interview the Contractor's managerial staff and other employees assigned to this Contract. The Contractor shall not use any managerial staff or other employees to whom the City objects and shall replace in an expedient manner those rejected by the City. The Contractor shall not replace any of the personnel working on this Contract with new personnel without the prior written consent of the City.

7.03 When the City deems it reasonable to do so, it may assign qualified City employees or others to work with the Contractor to complete the Services. Nevertheless, it is expressly understood and agreed by the parties that the Contractor shall remain ultimately responsible for the proper completion of the Services.

7.04 The Contractor shall notify the City within thirty (30) days of any changes in executive leadership or any other significant corporate changes that impact the ability of the Contractor to carry out the Services under this Contract.

7.05 The relationship of the Contractor to the City is and shall continue to be that of an independent contractor and no liability or benefits, such as workers' compensation, pension rights or liabilities, insurance rights or liabilities, or other rights or liabilities arising out of or related to a contract for hire or employer/employee relationship shall arise or accrue to either party or either party's agent, Subcontractor or employee as a result of the performance of this Contract. No relationship other than that of an independent contractor shall be implied between the parties or between either party’s agents, employees or subcontractors. The Contractor agrees to indemnify, defend, and hold the City harmless against any claim based in whole or in part on an allegation that the Contractor or any of its Associates qualify as employees of the City, and any related costs or expenses, including but not limited to legal fees and defense costs.

7.06 The Contractor warrants and represents that all persons assigned to the performance of this Contract shall be regular employees or independent contractors of the Contractor, unless otherwise authorized by the City. The Contractor’s employees’ daily working hours while working in or about a City of Detroit facility shall be the same as those worked by City employees working in the facility, unless otherwise directed by the City.

- 7.07 The Contractor shall comply with and shall require its Associates to comply with all security regulations and procedures in effect on the City's premises.

Article 8: Compensation

- 8.01 Compensation for Services provided shall not exceed the amount of Nine Million and 00/100 Dollars (\$9,000,000.00), inclusive of expenses, and will be paid in the manner set forth in Exhibit B. Unless this Contract is amended pursuant to Article 19, this amount shall be the entire compensation to which the Contractor is entitled for the performance of Services under this Contract.
- 8.02 Payment for Services provided under this Contract is governed by the terms of Ordinance No. 42-98, entitled "Prompt Payment of Vendors," being Sections 17-5-281 through 17-5-288 of the 2019 Detroit City Code.

The City employee responsible for accepting performance under this Contract is:

Name: Mr. Sunny Jacob
Public Works Department
Title: Project Manager & Analytics Specialist 4
Address: 2633 Michigan Ave Detroit, Michigan 48216
Telephone: (313) 938-0416
Email: sunjac@detroitmi.gov

The City employee from whom payment should be requested is:

Name: Mr. Sunny Jacob
Public Works Department
Title: Project Manager & Analytics Specialist 4
Address: 2633 Michigan Ave Detroit, Michigan 48216
Telephone: (313) 938-0416
Email: sunjac@detroitmi.gov

Article 9: Maintenance and Audit of Records

- 9.01 The Contractor shall maintain full and complete Records reflecting all of its operations related to this Contract. The Records shall be kept in accordance with generally accepted accounting principles and maintained for a minimum of three (3) years after the Contract completion date.
- 9.02 The City and any government-grantor agency providing funding under this Contract shall have the right at any time without notice to examine and audit all Records and other supporting data of the Contractor as the City or any agency deems necessary.
- a) The Contractor shall make all Records available for examination during normal business hours at its Detroit offices, if any, or alternatively at its facility nearest Detroit. The City and any government-grantor agency providing funds for the Contract shall have this right of inspection. The Contractor shall provide copies of all Records to the City or to any such government-grantor agency upon request.

- b) If in the course of such inspection the representative of the City or of another government-grantor agency should note any deficiencies in the performance of the Contractor's agreed upon performance or record-keeping practices, such deficiencies will be reported to the Contractor in writing. The Contractor agrees to promptly remedy and correct any such reported deficiencies within ten (10) days of notification.
- c) Any costs disallowed as a result of an audit of the Records shall be repaid to the City by the Contractor within thirty (30) days of notification or may be set off by the City against any funds due and owing the Contractor, provided, however, that the Contractor shall remain liable for any disallowed costs exceeding the amount of the setoff.
- d) Each party shall pay its own audit costs. However, if the dollar amount of the total disallowed costs, if any, exceeds three percent (3%) of the dollar amount of this Contract, the Contractor shall pay the City's audit costs.
- e) Nothing contained in this Contract shall be construed or permitted to operate as any restriction upon the powers granted to the Auditor General by the City Charter, including but not limited to the powers to audit all accounts chargeable against the City and to settle disputed claims.

9.03 The Contractor agrees to include the covenants contained in Sections 9.01 and 9.02 in any contract it has with any Subcontractor, consultant or agent whose services will be charged directly or indirectly to the City for Services performed pursuant to this Contract.

Article 10: Indemnity

10.01 The Contractor agrees to indemnify, defend, and hold the City harmless against and from any and all liabilities, obligations, damages, penalties, claims, costs, charges, losses and expenses (including, without limitation, fees and expenses for attorneys, expert witnesses and other consultants) that may be imposed upon, incurred by, or asserted against the City or its departments, officers, employees, or agents by reason of any of the following occurring during the term of this Contract:

- a) Any alleged negligent or tortious act, error, or omission attributable in whole or in part to the Contractor or any of its Associates; and
- b) Any failure by the Contractor or any of its Associates to perform their obligations, either express or implied, under this Contract; and
- c) Any and all injury to the person or property of an employee of the City where such injury arises out of the Contractor's or any of its Associates' performance of this Contract.

10.02 The Contractor will indemnify, defend, and hold the City harmless against and from any and all liabilities, obligations, damages, penalties, claims, costs, charges, losses and expenses (including, without limitation, fees and expenses for attorneys, expert witnesses and other consultants) that may be imposed upon, incurred by, or asserted against the City or its departments, officers, employees, or agents by reason of any breach, loss or unauthorized access of the Data, unless such any breach, loss or unauthorized access of the Data is caused by the City.

- 10.03 The Contractor shall examine all places where it will perform the Services in order to determine whether such places are safe for the performance of the Services. The Contractor undertakes and assumes all risk of dangerous conditions when not performing Services inside City offices. The Contractor also agrees to waive and release any claim or liability against the City for personal injury or property damage sustained by it or its Associates while performing under this Contract on premises that are not owned by the City.
- 10.04 In the event any action shall be brought against the City by reason of any claim covered under this Article 10, the Contractor, upon notice from the City, shall at its sole cost and expense defend the same.
- 10.05 The Contractor agrees that it is the Contractor's responsibility and not the responsibility of the City to safeguard the property that the Contractor or its Associates use while performing this Contract. Further, the Contractor agrees to hold the City harmless for any loss of such property used by any such person pursuant to the Contractor's performance under this Contract.
- 10.06 The indemnification obligation under this Article 10 shall not be limited by any limitation on the amount or type of damages, compensation, or benefits payable under workers' compensation acts or other employee benefit acts.
- 10.07 The Contractor agrees that this Article 10 shall apply to all claims, whether litigated or not, that may occur or arise between the Contractor or its Associates and the City and agrees to indemnify, defend and hold the City harmless against any such claims. Notwithstanding anything to the contrary in this Contract, Contractor's indemnification obligations set forth in this Contract including, but not limited to, those described in this Article shall survive termination of this Contract.

Article 11: Insurance

- 11.01 During the term of this Contract, the Contractor shall maintain the following insurance, at a minimum and at its expense:

TYPE	AMOUNT NOT LESS THAN
a. Workers' Compensation	Michigan Statutory minimum
b. Employers' Liability	\$500,000.00 minimum each disease \$500,000.00 minimum each person \$500,000.00 minimum each accident
c. Commercial General Liability Insurance (Broad Form Comprehensive)	\$1,000,000.00 each occurrence \$2,000,000.00 aggregate
d. Automobile Liability Insurance (covering all owned, hired and non-owned vehicles with personal and property protection insurance, including residual	\$1,000,000.00 combined single limit for bodily injury and property damage

liability insurance under Michigan
no fault insurance law)

- e. Errors and Omission Cyber Liability Insurance, \$1,000,000.00 per claim
when applicable \$5,000,000.00 aggregate

11.02 The commercial general liability insurance policy shall include an endorsement naming the "City of Detroit" as an additional insured. The additional insured endorsement shall provide coverage to the additional insured with respect to liability arising out of the named insured's ongoing work or operations performed for the additional insured under the terms of this Contract. The commercial general liability policy shall state that the Contractor's insurance is primary and not excess over any insurance already carried by the City of Detroit and shall provide blanket contractual liability insurance for all written contracts.

11.03 The coverage under error and omission cyber policy will be maintained continuously during the term of this Contract and for an additional two (2) years after the termination or expiration of this Contract and will cover insurable losses arising out of or in association with an error or omission in the rendering of or failure to complete and provide the System as set out in this Contract. Covering under the policy will respond to, but not be limited to following occurrences:

- i. Privacy breach and violation as a result of but not limited to unauthorized access to or wrongful disclosure or dissemination of Data, private information, failure to properly handle, manage, store, destroy or control personal information, and include the failure to comply with privacy laws and their respective regulations regarding the collection, access, transmission, use and accuracy. Coverage will extend to include the costs associated with notification of affected parties, regardless if required by statute as well as any fines or penalties or costs imposed as a result of the breach including defense of any regulatory action involving a breach of privacy;
- ii. Network security incidents arising from Software security failures such as, but not limited to, unauthorized access, theft or destruction of Data, electronic security breaches, denial of service, spread of virus within the Contractor's computer network, the Software or other third-party computer information Software and will further include expenses related to third party computer forensics;
- iii. Privacy breach expenses including crisis management related to electronic and non-electronic breaches;
- iv. Content or media liability including personal and advertising liability, intellectual property infringement coverage (copyright, trademark, trade name, service mark, trade dress or trade secret) arising out of media content created, produced or disseminated by the Contractor;
- v. Coverage for delay in performance of a contract or agreement, including this Contract resulting from an error or omission; and
- vi. Coverage for damages resulting from dishonest and criminal acts committed by an employee of the Contractor.

11.04 Each such policy shall contain the following cross-liability wording: "In the event of a claim being made hereunder by one insured for which another insured is or may be liable, then this policy shall

cover such insured against whom a claim is or may be made in the same manner as if separate policies had been issued to each insured hereunder.”

- 11.05 All insurance required by this Contract shall be written on an occurrence-based policy form, if the same is commercially available.
- 11.06 The Commercial General Liability policy shall be endorsed to have the general aggregate apply to the Services provided under this Contract only.
- 11.07 If during the term of this Contract changed conditions or other pertinent factors should, in the reasonable judgment of the City, render inadequate the insurance limits, the Contractor shall furnish on demand such additional coverage or types of coverage as may reasonably be required under the circumstances. All such insurance shall be effected at the Contractor's expense, under valid and enforceable policies, issued by insurers licensed to conduct business in Michigan and are otherwise acceptable to the City.
- 11.08 All insurance policies shall name the Contractor as the insured. Certificates of insurance evidencing the coverage required by this Article 11 shall, in a form acceptable to the City, be submitted to the City prior to the commencement of the Services and at least fifteen (15) days prior to the expiration dates of expiring policies. In the event the Contractor receives notice of policy cancellation, the Contractor shall immediately notify the City in writing.
- 11.07 If any work is subcontracted in connection with this Contract, the Contractor shall require each Subcontractor to effect and maintain the types and limits of insurance set forth in this Article 11 and shall require documentation of same, copies of which documentation shall be promptly furnished the City.
- 11.08 The Contractor shall be responsible for payment of all deductibles contained in any insurance required under this Contract. The provisions requiring the Contractor to carry the insurance required under this Article 11 shall not be construed in any manner as waiving or restricting the liability of the Contractor under this Contract.

Article 12: Default and Termination

- 12.01 This Contract shall remain in full force and effect until the end of its term unless otherwise terminated for cause or convenience according to the provisions of this Article 12.
- 12.02 The City reserves the right to terminate this Contract for cause. Cause is an event of default.
 - a) An event of default shall occur if there is a material breach of this Contract, and shall include the following:
 - 1) The Contractor fails to begin work in accordance with the terms of this Contract; or
 - 2) The Contractor, in the judgment of the City, is unnecessarily, unreasonably, or willfully delaying the performance and completion of the Work Product or Services; or

- 3) The Contractor ceases to perform under the Contract; or
 - 4) The City is of the opinion that the Services cannot be completed within the time provided and that the delay is attributable to conditions within the Contractor's control; or
 - 5) The Contractor, without just cause, reduces its work force on this Contract to a number that would be insufficient, in the judgment of the City, to complete the Services within a reasonable time, and the Contractor fails to sufficiently increase such work force when directed to do so by the City; or
 - 6) The Contractor assigns, transfers, conveys or otherwise disposes of this Contract in whole or in part without prior approval of the City; or
 - 7) Any City officer or employee acquires an interest in this Contract so as to create a conflict of interest; or
 - 8) The Contractor violates any of the provisions of this Contract, or disregards applicable laws, ordinances, permits, licenses, instructions or orders of the City; or
 - 9) The performance of the Contract, in the sole judgment of the City, is substandard, unprofessional, or faulty and not adequate to the demands of the task to be performed; or
 - 10) The Contractor fails in any of the agreements set forth in this Contract; or
 - 11) The Contractor ceases to conduct business in the normal course; or
 - 12) The Contractor admits its inability to pay its debts generally as they become due.
- b) If the City finds an event of default has occurred, the City may issue a Notice of Termination for Cause setting forth the grounds for terminating the Contract. Upon receiving a Notice of Termination for Cause, the Contractor shall have ten (10) calendar days within which to cure such default. If the default is cured within said ten (10) day period, the right of termination for such default shall cease. If the default is not cured to the satisfaction of the City, this Contract shall terminate on the tenth calendar day after the Contractor's receipt of the Notice of Termination for Cause, unless the City, in writing, gives the Contractor additional time to cure the default. If the default is not cured to the satisfaction of the City within the additional time allowed for cure, this Contract shall terminate for cause at the end of the extended cure period.
- c) If, after issuing a Notice of Termination for Cause, the City determines that the Contractor was not in default, the rights and obligations of the parties shall be the same as if the Notice of Termination had been issued as a Notice of Termination for Convenience. Alternatively, in the City's discretion, the Notice of Termination for Cause may be withdrawn and the Contract, if terminated, may be reinstated.
- d) The Contractor shall be liable to the City for any damages it sustains by virtue of the Contractor's breach or any reasonable costs the City might incur in enforcing or attempting to enforce this Contract. Such costs shall include reasonable fees and expenses for attorneys, expert witnesses and other consultants. However, if the Contractor makes a written offer prior to the

initiation of litigation or arbitration, then the City shall not be entitled to such attorney fees unless the City declines the offer and obtains a verdict or judgment for an amount more than ten percent (10%) above the amount of the Contractor's last written offer prior to the initiation of litigation or arbitration. The City may withhold any payment(s) to the Contractor, in an amount not to exceed the amount claimed in good faith by the City to represent its damages, for the purpose of setoff until such time as the exact amount of damages due to the City from the Contractor is determined. It is expressly understood that the Contractor shall remain liable for any damages the City sustains in excess of any setoff.

- e) The City's remedies outlined in this Article 12 shall be in addition to any and all other legal or equitable remedies permissible.

12.03 The City shall have the right to terminate this Contract at any time at its convenience by giving the Contractor five (5) business days written Notice of Termination for Convenience. As of the effective date of the termination, the City will be obligated to pay the Contractor the following: (a) the fees or commissions for Services completed and accepted in accordance with Exhibit A in the amounts provided for in Exhibit B; (b) the fees for Services performed but not completed prior to the date of termination in accordance with Exhibit A in the amounts set forth in the Contractor's rate schedule as provided in Exhibit B; and (c) the Contractor's costs and expenses incurred prior to the date of the termination for items that are identified in Exhibit B. The amount due to the Contractor shall be reduced by payments already paid to the Contractor by the City. In no event shall the City pay the Contractor more than maximum price, if one is stated, of this Contract.

12.04 After receiving a Notice of Termination for Cause or Convenience, and except as otherwise directed by the City, the Contractor shall:

- a) Stop work under the Contract on the date and to the extent specified in the Notice of Termination;
- b) Obligate no additional Contract funds for payroll costs and other costs beyond such date as the City shall specify, and place no further orders on subcontracts for material, services, or facilities, except as may be necessary for completion of such portion of the Services under this Contract as is not terminated;
- c) Terminate all orders and subcontracts to the extent that they relate to the portion of the Services terminated pursuant to the Notice of Termination;
- d) Preserve all Records and submit to the City such Records and reports as the City shall specify, and furnish to the City an inventory of all furnishings, equipment, and other property purchased for the Contract, if any, and carry out such directives as the City may issue concerning the safeguarding or disposition of files and property; and
- e) Submit within thirty (30) days a final report of receipts and expenditures of funds relating to this Contract, and a list of all creditors, Subcontractors, lessors and other parties, if any, to whom the Contractor has become financially obligated pursuant to this Contract.

- 12.05 After termination of the Contract, each party shall have the duty to assist the other party in the orderly termination of this Contract and the transfer of all rights and duties arising under the Contract, as may be necessary for the orderly, un-disrupted continuation of the business of each party.

Article 13: Assignment

- 13.01 The Contractor shall not assign, transfer, convey or otherwise dispose of any interest whatsoever in this Contract without the prior written consent of the City; however, claims for money due or to become due to the Contractor may be assigned to a financial institution without such approval. Notice of any assignment to a financial institution or transfer of such claims of money due or to become due shall be furnished promptly to the City. If the Contractor assigns all or any part of any monies due or to become due under this Contract, the instrument of assignment shall contain a clause stating that the right of the assignee to any monies due or to become due shall be subject to prior liens of all persons, firms, and corporations for Services rendered or materials supplied for the performance of the Services called for in this Contract.

Article 14: Subcontracting

- 14.01 None of the Services covered by this Contract shall be subcontracted without the prior written approval of the City and, if required, any grantor agency. The City reserves the right to withhold approval of subcontracting such portions of the Services where the City determines that such subcontracting is not in the City's best interests.
- 14.02 Each subcontract entered into shall provide that the provisions of this Contract shall apply to the Subcontractor and its Associates in all respects. The Contractor agrees to bind each Subcontractor and each Subcontractor shall agree to be bound by the terms of the Contract insofar as applicable to the work or services performed by that Subcontractor.
- 14.03 The Contractor and the Subcontractor jointly and severally agree that no approval by the City of any proposed Subcontractor, nor any subcontract, nor anything in the Contract, shall create or be deemed to create any rights in favor of a Subcontractor and against the City, nor shall it be deemed or construed to impose upon the City any obligation, liability or duty to a Subcontractor, or to create any contractual relation whatsoever between a Subcontractor and the City.
- 14.04 The provisions contained in this Article 14 shall apply to subcontracting by a Subcontractor of any portion of the work or services included in an approved subcontract.
- 14.05 The Contractor agrees to indemnify, defend, and hold the City harmless against any claims initiated against the City pursuant to any subcontracts the Contractor enters into in performance of this Contract. The City's approval of any Subcontractor shall not relieve the Contractor of any of its responsibilities, duties and liabilities under this Contract. The Contractor shall be solely responsible to the City for the acts or defaults of its Subcontractors and of each Subcontractor's Associates, each of whom shall for this purpose be deemed to be the agent or employee of the Contractor.

Article 15: Conflict of Interest

- 15.01 The Contractor covenants that it presently has no interest and shall not acquire any interest, direct or indirect, that would conflict in any manner or degree with the performance of the Services under

this Contract. The Contractor further covenants that in the performance of this Contract no person having any such interest shall be employed by it.

- 15.02 The Contractor further covenants that no officer, agent, or employee of the City and no other public official who exercises any functions or responsibilities in the review or approval of the undertaking or performance of this Contract has any personal or financial interest, direct or indirect, in this Contract or in its proceeds, whether such interest arises by way of a corporate entity, partnership, or otherwise.
- 15.03 The Contractor warrants (a) that it has not employed and will not employ any person to solicit or secure this Contract upon any agreement or arrangement for payment of a commission, percentage, brokerage fee, or contingent fee, other than bona fide employees working solely for the Contractor either directly or indirectly, and (b) that if this warranty is breached, the City may, at its option, terminate this Contract without penalty, liability or obligation, or may, at its option, deduct from any amounts owed to the Contractor under this Contract any portion of any such commission, percentage, brokerage, or contingent fee.
- 15.04 The Contractor covenants not to employ an employee of the City for a period of one (1) year after the date of termination of this Contract without written City approval. #The Contractor agrees to comply with the "One Year Post-Employment Prohibition" under the Detroit City Charter, Section 2-106.5, and the Detroit City Code, Section 2-5-71, when hiring a former City employee.
- 15.05 The Contractor shall promptly identify and inform the City in writing of any potential conflict of interest (as set forth in Sections 15.01 through 15.04 above) or any relationship or actions that might give the appearance that a conflict of interest (as set forth in Sections 15.01 through 15.04 above) exists, or that a situation exists that could reasonably be viewed as affecting the Contractor's objectivity in performing work under this contract, including the performance of administrative or other duties to related organizations.
- 15.06 The Contractor shall provide a statement listing all political contributions and expenditures ("Statement of Political Contributions and Expenditures"), as defined by the Michigan Campaign Finance Act, MCL 169.201, et seq., made by the Contractor, its affiliates, subsidiaries, principals, officers, owners, directors, agents or assigns, to elective City officials within the previous four (4) years. Individuals shall also list any contributions or expenditures from their spouses.
- 15.07 The Contractor's Statement of Political Contributions and Expenditures shall be attached to this Contract as "Exhibit C" and made a part hereof. **This Contract is not valid unless and until the Statement of Political Contributions and Expenditures is provided.**
- 15.08 The Statement of Political Contributions and Expenditures shall be filed by the Contractor on an annual basis for the duration of the Contract, shall be current up to and including the date of its filing, and shall also be filed with all contract renewals and change orders, if any.

Article 16: Confidential Information

- 16.01 In order that the Contractor may effectively fulfill its covenants and obligations under this Contract, it may be necessary or desirable for the City to disclose confidential and proprietary information to the Contractor or its Associates pertaining to the City's past, present and future activities.

Since it is difficult to separate confidential and proprietary information from that which is not, the Contractor shall regard, and shall instruct its Associates to regard, all information gained as confidential and such information shall not be disclosed to any organization or individual without the prior consent of the City. The above obligation shall not apply to information already in the public domain or information required to be disclosed by a court order.

- 16.02 The Contractor agrees to take appropriate action with respect to its Associates to ensure that the foregoing obligations of non-use and non-disclosure of confidential information shall be fully satisfied.

Article 17 Compliance with Laws

- 17.01 The Contractor shall comply with and shall require its Associates to comply with all applicable federal, state and local laws.
- 17.02 The Contractor shall hold the City harmless with respect to any damages arising from any violation of law by it or its Associates. The Contractor shall commit no trespass on any public or private property in performing any of the Services encompassed by this Contract. The Contractor shall require as part of any subcontract that the Subcontractor comply with all applicable laws and regulations.

Article 18: Office of Inspector General

- 18.01 In accordance with Section 2-106.6 of the City Charter, this Contract shall be voidable or rescindable at the discretion of the Mayor or Inspector General at any time if a Public Servant who is a party to the Contract has an interest in the Contract and fails to disclose such interest. Contract shall also be voidable or rescindable if a lobbyist or employee of the contracting party offers a prohibited gift, gratuity, honoraria or payment to a Public Servant in relation to the Contract.
- 18.02 A fine shall be assessed to the Contractor in the event of a violation of Section 2-106.6 of the City Charter. If applicable, the actions of the Contractor, and its representative lobbyist or employee, shall be referred to the appropriate prosecuting authorities.
- 18.03 Pursuant to Section 7.5-306 of the City Charter, the Inspector General shall investigate any Public Servant, City agency, program or official act, contractor and subcontractor providing goods and services to the City, business entity seeking contracts or certification of eligibility for City contracts and person seeking certification of eligibility for participation in any City program, either in response to a complaint or on the Inspector General's own initiative in order to detect and prevent waste, abuse, fraud and corruption.
- 18.04 In accordance with Section 7.5-310 of the City Charter, it shall be the duty of every Public Servant, contractor, subcontractor, and licensee of the City, and every applicant for certification of eligibility for a City contract or program, to cooperate with the Inspector General in any investigation pursuant to Article 7.5, Chapter 3 of the City Charter.
- 18.05 Any Public Servant who willfully and without justification or excuse obstructs an investigation of the Inspector General by withholding documents or testimony, is subject to forfeiture of office, discipline, debarment or any other applicable penalty.

- 18.06 As set forth in Section 7.5-308 of the City Charter, the Inspector General has a duty to report illegal acts. If the Inspector General has probable cause to believe that any Public Servant or any person doing or seeking to do business with the City has committed or is committing an illegal act, then the Inspector General shall promptly refer the matter to the appropriate prosecuting authorities.
- 18.07 In accordance with Section 17-5-351(a) of the Detroit City Code, the City shall solicit offers from, award contracts to, consent to subcontracts with, or otherwise conduct business with, responsible contractors only. To effectuate this policy, the debarment of contractors and subcontractors from current and/or future City work may be undertaken.
- 18.08 Therefore, it will be the responsibility of all Contractors to check the list of debarred contractors in the City's website and confirm that neither the Contractor nor the subcontracting company is listed on the City's debarment list, and they will not be using the debarred (sub) contractor(s) to conduct any City business.
- 18.09 In accordance with Section 17-5-352 (c) of the Detroit City Code, the Contractor shall report to the Office of Inspector General any improper, unethical or illegal activity or requests made by elected officers of the City, including those acting on their behalf, or any Public Servant in connection with this Contract.

Article 19: Amendments

- 19.01 The City may consider it in its best interest to change, modify or extend a covenant, term or condition of this Contract or require the Contractor to perform Additional Services that are not contained within the Scope of Services as set forth in Exhibit A. Any such change, addition, deletion, extension or modification of Services may require that the compensation paid to the Contractor by the City be proportionately adjusted, either increased or decreased, to reflect such modification. If the City and the Contractor mutually agree to any changes or modification of this Contract, the modification shall be incorporated into this Contract by written Amendment.
- 19.02 Compensation shall not be modified unless there is a corresponding modification in the Services sufficient to justify such an adjustment. If there is any dispute as to compensation, the Contractor shall continue to perform the Services under this Contract until the dispute is resolved.
- 19.03 No Amendment to this Contract shall be effective and binding upon the parties unless it expressly makes reference to this Contract, is in writing, is signed and acknowledged by duly authorized representatives of both parties, is approved by the appropriate City departments and the City Council and is signed by the Chief Procurement Officer.
- 19.04 The City shall not be bound by Unauthorized Acts of its employees, agents, or representatives with regard to any dealings with the Contractor and any of its Associates.

Article 20: Fair Employment Practices

- 20.01 The Contractor shall comply with, and shall require any Subcontractor to comply with, all federal, state and local laws governing fair employment practices and equal employment opportunities.

- 20.02 The Contractor agrees that it shall, at the point in time it solicits any subcontract, notify the potential Subcontractor of their joint obligations relative to non-discrimination under this Contract, and shall include the provisions of this Article 20 in any subcontract, as well as provide the City a copy of any subcontract upon request.
- 20.03 Breach of the terms and conditions of this Article 20 shall constitute a material breach of this Contract and may be governed by the provisions of Article 12, "Default and Termination."

Article 21: Notices

- 21.01 All notices, consents, approvals, requests and other communications ("Notices") required or permitted under this Contract shall be given in writing, mailed by postage prepaid, certified or registered first-class mail, return receipt requested, and addressed as follows:

If to the Public Works Department on behalf of the City:

City of Detroit
Department of Public Works
2633 Michigan Ave Detroit, MI 48216
Attention: Mr. Sunny Jacob
sunjac@detroitmi.gov

If to the Contractor:

Motor City Electric Utilities Co.
9440 Grinnell
Detroit MI 48213
Attention: Mr. Michael Smart II

- 21.02 All Notices shall be deemed given on the day of mailing. Either party to this Contract may change its address for the receipt of Notices at any time by giving notice of the address change to the other party. Any Notice given by a party to this Contract must be signed by an authorized representative of such party.
- 21.03 The Contractor agrees that service of process at the address and in the manner specified in this Article 21 shall be sufficient to put the Contractor on notice of such action and waives any and all claims relative to such notice.

Article 22: Proprietary Rights and Indemnity

- 22.01 The Contractor shall not relinquish any proprietary rights in its intellectual property (copyright, patent, and trademark), trade secrets or confidential information as a result of the Services provided under this Contract. Any Work Product provided to the City under this Contract shall not include the Contractor's proprietary rights, except to the extent licensed to the City.
- 22.02 The City shall not relinquish any of its proprietary rights, including, but not limited to, its data, privileged or confidential information, or methods and procedures, as a result of the Services provided under this Contract.

- 22.03 The parties acknowledge that should the performance of this Contract result in the development of new proprietary and secret concepts, methods, techniques, processes, adaptations, discoveries, improvements and ideas ("Discoveries"), and to the extent said Discoveries do not include modifications, enhancements, configurations, translations, derivative works, and interfaces from the Contractor's intellectual property, trade secrets or confidential information, said Discoveries shall be deemed "Work(s) for Hire" and shall be promptly reported to the City and shall belong solely and exclusively to the City without regard to their origin, and the Contractor shall not, other than in the performance of this Contract, make use of or disclose said Discoveries to anyone. At the City's request, the Contractor shall execute all documents and papers and shall furnish all reasonable assistance requested in order to establish in the City all right, title and interest in said Discoveries or to enable the City to apply for United States patents or copyrights for said Discoveries, if the City elects to do so.
- 22.04 Any Work Product provided by the Contractor to the City under this Contract shall not be disclosed, published, copyrighted or patented, in whole or in part, by the Contractor. The right to the copyright or patent in such Work Product shall rest exclusively in the City. Further, the City shall have unrestricted and exclusive authority to publish, disclose, distribute and otherwise use, in whole or in part, any of the Work Product. If Work Product is prepared for publication, it shall carry the following notation on the front cover or title page: "This document was prepared for, and is the exclusive property of, the City of Detroit, Michigan, a municipal corporation."
- 22.05 The Contractor warrants that the performance of this Contract shall not infringe upon or violate any patent, copyright, trademark, trade secret or proprietary right of any third party. In the event of any legal action related to the above obligations of the Contractor filed by a third party against the City, the Contractor shall, at its sole expense, indemnify, defend and hold the City harmless against any loss, cost, expense or liability arising out of such claim, whether or not such claim is successful.
- 22.06 The making of payments, including partial payments by the City to the Contractor, shall vest in the City title to, and the right to take possession of, all Work Product produced by the Contractor up to the time of such payments, and the City shall have the right to use said Work Product for public purposes without further compensation to the Contractor or to any other person.
- 22.07 Upon the completion or other termination of this Contract, all finished or unfinished Work Product prepared by the Contractor shall, at the option of the City, become the City's sole and exclusive property whether or not in the Contractor's possession. Such Work Product shall be free from any claim or retention of rights on the part of the Contractor and shall promptly be delivered to the City upon the City's request. The City shall return all of the Contractor's property to it. The Contractor acknowledges that any intentional failure or unreasonable delay on its part to deliver the Work Product to the City will cause irreparable harm to the City not adequately compensable in damages and for which the City has no adequate remedy at law. The Contractor accordingly agrees that the City may in such event seek and obtain injunctive relief in a court of competent jurisdiction to compel delivery of the Work Product, to which injunctive relief the Contractor consents, as well as seek and obtain all applicable damages and costs. The City shall have full and unrestricted use of the Work Product for the purpose of completing the Services.

Article 23: Force Majeure

- 23.01 No failure or delay in performance of this Contract, by either party, shall be deemed to be a breach thereof when such failure or delay is caused by an event or circumstance that is beyond the reasonable control of that party, absent such party's fault or negligence, and which by its nature could not have been foreseen by such party, or, if it could have been foreseen, was unavoidable ("Force Majeure Event"). A Force Majeure Event includes, but is not limited to, any Act of God or the public enemy, strikes, lockouts, wars, acts of domestic or international terrorism, riots, epidemics, pandemics, explosions, sabotage, the binding order of any governmental authority, or any other cause, whether the kind herein enumerated or otherwise, which is not within the control of a party. Contractor's economic hardship and changes in the market conditions are not considered a Force Majeure Event. In the event of a dispute between the parties with regard to what constitutes a Force Majeure Event, the City's reasonable determination shall be controlling.
- 23.02 Upon the occurrence of a Force Majeure Event, Contractor shall: (i) give prompt written notice to (1) the City and (2) the City's Office of Contracting and Procurement that the Force Majeure Event has occurred, the anticipated effect on Contractor's performance, and its expected duration; (ii) use all diligent efforts to end the failure or delay of its performance, ensure that the effects of any Force Majeure Event are minimized, (iii) keep the City apprised of Contractor's progress in remediating the effects of the Force Majeure Event; and (iv) promptly resume performance under the Contract.
- 23.03 If a Force Majeure Event prevents Contractor from performing under the Contract for a continuous period of at least ten (10) business days, the City may terminate this Contract immediately by giving written notice to Contractor as required under the Contract.

Article 24: Waiver

- 24.01 The City shall not be deemed to have waived any of its rights under this Contract unless such waiver is in writing and signed by the City.
- 24.02 No delay or omission on the part of the City in exercising any right shall operate as a waiver of such right or any other right. A waiver on any one (1) occasion shall not be construed as a waiver of any right on any future occasion.
- 24.03 No failure by the City to insist upon the strict performance of any covenant, agreement, term or condition of this Contract or to exercise any right, term or remedy consequent upon its breach shall constitute a waiver of such covenant, agreement, term, condition, or breach.

Article 25: Invoice Submission and Payment

- 25.01 All invoices submitted against this Contract must include part or item numbers and part or item description, list price, and applicable discount. Items not properly invoiced will not be paid. It is the Contractor's responsibility to ensure the creation of invoice(s) in Oracle Cloud, the City's cloud computing service. Invoices must meet the following conditions for payment: Price on invoice must correspond to the pricing listed on Exhibit B of this Contract.
- 25.02 The Contractor must submit price lists in accordance with this Contract.
- 25.03 All suppliers **must** register in the Supplier Portal and be set up for ACH (wireless payment) in order to receive payment

- 25.04 Registration and invoice submission instructions can be found on the City of Detroit's website at <http://www.detroitmi.gov/Supplier>. Questions should be directed to procurementinthecloud@detroitmi.gov.
- 25.05 The City may deduct up to 10% of the payment price for late invoices. The City operates on a fiscal year budget, from July 1 through the following June 30. Except in unusual circumstances, which are not due to the fault of Contractor, City will not honor any invoices or claims submitted after July 15 for materials or services supplied in the prior fiscal year.

Article 26: Board of Ethics

- 26.01 In accordance with Section 2-106.10 of the City Charter, it is the duty of every Public Servant, the Contractor and subcontractors, if any, to cooperate with the Board of Ethics in any investigation.
- 26.02 Any Public Servant who willfully and without justification or excuse obstructs an investigation of the Board of Ethics by withholding documents or testimony is subject to forfeiture of officer, discipline, debarment or any other applicable penalty.
- 26.03 The Contractor acknowledges that it subject to debarment or any other applicable penalty, if the Contractor willfully and without justification or excuse obstructs an investigation of the Board of Ethics by withholding documents or testimony.

Article 27: Miscellaneous


- 27.01 If any provision of this Contract or its application to any person or circumstance shall to any extent be invalid or unenforceable, the remainder of this Contract shall not be affected and shall remain valid and enforceable to the fullest extent permitted by law.
- 27.02 This Contract contains the entire agreement between the parties and all prior negotiations and agreements are merged into this Contract. Neither the City nor the City's agents have made any representations except those expressly set forth in this Contract, and no rights or remedies are, or shall be, acquired by the Contractor by implication or otherwise unless expressly set forth in this Contract. The Contractor waives any defense it may have to the validity of the execution of this Contract. Notwithstanding any language to the contrary therein, no terms or conditions stated in any Contractor license, user agreement, or any other Contractor contract documentation shall be incorporated into or form any part of this Contract, and all such terms or conditions shall be null and void. In addition, the "General Terms and Conditions" contained in any Purchase Order issued in connection with this Contact shall have no force or effect and shall be null and void.
- 27.03 In the event this Contract was awarded based on equalization credits received due to the City's Civil Rights, Inclusion & Opportunity Department certification of the Contractor as a qualified and approved Detroit-based business. Contractor agrees to maintain its certification throughout the term of this Contract. Failure by the Contractor to maintain its certification shall be considered a material breach, and the City may terminate or suspend this Contract.


- 27.04 Unless the context otherwise expressly requires, the words "herein," "hereof," and "hereunder," and other words of similar import, refer to this Contract as a whole and not to any particular section or subdivision.
- 27.05 The headings of the sections of this Contract are for convenience only and shall not be used to construe or interpret the scope or intent of this Contract or in any way affect the same.
- 27.06 This Contract and all actions arising under it shall be governed by, subject to, and construed according to the law of the State of Michigan. The Contractor agrees, consents and submits to the exclusive personal jurisdiction of any state or federal court of competent jurisdiction in Wayne County, Michigan, for any action arising out of this Contract. The Contractor also agrees that it shall not commence any action against the City because of any matter whatsoever arising out of or relating to the validity, construction, interpretation and enforcement of this Contract in any state or federal court of competent jurisdiction other than one in Wayne County, Michigan.
- 27.07 If any Associate of the Contractor takes any action that, if done by a party, would constitute a breach of this Contract, the same shall be deemed a breach by the Contractor.
- 27.08 The rights and remedies set forth in this Contract are not exclusive and are in addition to any of the rights or remedies provided by law or equity.
- 27.09 For purpose of the hold harmless and indemnity provisions contained in this Contract, the term "City" shall be deemed to include the City of Detroit and all other associated, affiliated, allied or subsidiary entities or commissions, now existing or subsequently created, and their officers, agents, representatives, and employees.
- 27.10 The Contractor covenants that it is not, and shall not become, in arrears to the City upon any contract, debt, or other obligation to the City including, without limitation, real property, personal property and income taxes, and water, sewage or other utility bills.
- 27.11 This Contract may be executed in any number of originals, any one of which shall be deemed an accurate representation of this Contract. Promptly after the execution of this Contract, the City shall provide a copy to the Contractor.
- 27.12 As used in this Contract, the singular shall include the plural, the plural shall include the singular, and a reference to either gender shall be applicable to both.
- 27.13 The rights and benefits under this Contract shall inure to the City of Detroit and its agents, successors, and assigns.
- 27.14 The City shall have the right to recover by setoff from any payment owed to the Contractor all delinquent withholding, income, corporate and property taxes owed to the City by the Contractor, any amounts owed to the City by the Contractor under this Contract or other contracts, and any other debt owed to the City by the Contractor.

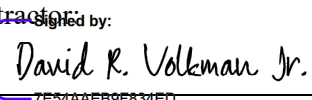
(Signatures appear on next page)

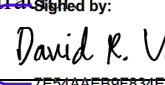
Signature Page

The City and the Contractor, by and through their duly authorized officers and representatives, have executed this Contract as follows:

City of Detroit: 

By:  **Ron Brundidge** 10/29/2025
213AF2B3C7EE448...
 Name
 Director - DPW
 Title

Contractor: 

By:  **David R. Volkman Jr.** 10/28/2025
7E54AAEB9F834ED...
 Name
 President
 Title

THIS CONTRACT WAS APPROVED BY THE CITY COUNCIL ON:

2/3/2026
 Date

APPROVED BY LAW DEPARTMENT PURSUANT TO § 7.5-206 OF THE CHARTER OF THE CITY OF DETROIT


 Chief Procurement Officer 2/12/2026
333871204FFE45A...
 Date

11/10/2025
 Corporation Counsel Date

THIS CONTRACT IS NOT VALID OR AUTHORIZED UNTIL APPROVED BY RESOLUTION OF THE CITY COUNCIL AND SIGNED BY THE CHIEF PROCUREMENT OFFICER.

EXHIBIT A: SCOPE OF SERVICES

I. Notice to Proceed

The term of this Contract shall begin upon approval by the Detroit City Council, and shall continue for a term of Two (2) years. The Contractor shall commence performance of this Contract upon receipt of a written “Notice to Proceed” from the City and in the manner specified in the Notice to Proceed.

II. Services to be Performed

Project Description:

The Contractor is responsible for providing the following services:

- **Task 1:** Install and configure components for various levels of the Remote Traffic Signal Management System (RTSMS) at 198 identified traffic signal locations that fall under the jurisdiction of the City of Detroit (City) where there is no existing remote connectivity today. A portion of this work will also involve upgrading the existing traffic signal controllers at 154 of the 198 signalized locations.
- **Task 2:** Install traffic signal Uninterruptible Power Supply (UPS) systems (i.e. the battery backup system) at approximately 40 selected traffic signal locations and establish connection to existing traffic signal cabinet.

Upon completion of all work covered under this contract, the 198 existing traffic signalized intersections currently at Level 0 will be upgraded with “Intelligent Transportation System (ITS) - Smart City” technology that will provide for centralized monitoring of traffic at signalized intersections as well as having the ability to capture and analyze data used to improve the management of traffic at the intersections. The system that encompasses this capability is referred to as the RTSMS. The work shall include full integration to the City’s Traffic Management Center (TMC).

The project locations for both tasks are within the City of Detroit Jurisdiction The City of Detroit, Traffic Engineering Division reserves the right to make changes (reduce, increase and/or replace) to the list of locations after bidding or during construction. The traffic signal timing permits will be shared with the selected contractor in groups by the city. Details on the tasks and subtasks can be found below:

Task 1: Deployment of RTSMS technology and traffic signal controller upgrades

- Subtask 1 - Installation of RTSMS - Level 1 at 198 locations
- Subtask 2 - Installation of RTSMS - Level 2 at 105 of the 198 traffic signal locations.
- Subtask 3 - Controller upgrade at 154 of the 198 signalized locations

Subtask 1 – The Level 1 RTSMS deployment includes installing remote connection technology to 198 traffic signal locations. The RTSMS technologies shall be connected to the traffic signal controller in the cabinet.

Subtask 2 – The Level 2 RTSMS deployment includes installing wireless data and acquisition system, video detection and analytic system and video capture and streaming system as specified in the included special provisions at 105 traffic signal locations. The system should be integrated into the City’s existing remote monitoring platform. These devices will be housed in the signal controller

cabinet. The 360-degree camera will be mounted on an 18ft bracket arm attached to the existing signal strain/wood pole.

Subtask 3 – Controller upgrades will be needed at 154 of the 198 signalized intersections to maximize the benefits of the RTSMS technology. Controller upgrades require use of adapter harness cable to establish connection with the cabinet back panel wiring. The controller upgrades

will require programming of the new controllers with existing signal timing plans provided by the City’s Traffic Engineering Division.

Task 2: Deployment of Uninterrupted Power Supply (UPS) at selected traffic signals

This task involves installation of back-up power sources that automatically kick in during power outages for up to 6 hours in a separate base mounted cabinet at approximately 40 selected signalized intersection locations. This cabinet will be on a new concrete foundation and will be connected to existing traffic signal cabinet.

HUD's FR-6489-N-01 Common Application, Waivers, and Alternative Requirements for Community Development Block Grant Disaster Recovery Grantees

The Universal Notice specifically, section III.B.7.a.2. which states in part that “The grantee (or procuring entity) must incorporate performance requirements and liquidated damages into each procured contract.”

Liquidated Damages

The Contractor shall pay to the City of Detroit, as liquidated damages, one hundred dollars (\$100) for each calendar day that any task deliverable required is late until deemed in compliance subject to a maximum of one thousand dollars (\$1,000.00) established in this agreement between City of Detroit and Contractor, in accordance with Exhibit: A Scope of Services and Performance Requirements. Said sum, in view of the difficulty of accurately ascertaining the loss which City of Detroit will suffer by reason of delay in the completion of the Work hereunder, is hereby fixed and agreed as the liquidated that the City of Detroit will suffer by reason of such delay.

Liquidated damages received hereunder are not intended to be nor shall they be treated as either a partial or full waiver or discharge of the City of Detroit right to indemnification, or the contractor’s obligation to indemnify the City of Detroit pursuant to this contract, or to any other remedy provided for in this contract or by law.

Assessment of liquidated damages shall be at the sole discretion of the City of Detroit Project Manager, who may determine, based on the circumstances of the delay and overall project impact, whether and when to initiate assessment of liquidated damages. For the purpose of applying and calculating such liquidated damages, a grace period of ten (10) business days shall be observed following the original due date of the deliverable.

The City may deduct and retain out of the monies which may become due hereunder, the amount of any such liquidated damages; and in case the amount which may become due hereunder shall be less than the amount of liquidated damages due to the City of Detroit per the formula above, the Contractor shall be liable to pay the difference.

Mitigation and Resilience Measures

This project meets the definition of mitigation as defined by HUD Universal Notice (90 FR 1754). The Traffic Signal Connectivity and Power Backup System project increases resilience to future disasters, making intersections safer for vehicle operators and pedestrians during future storm events that result in the loss of power. It will lessen the impact of future disasters that cause power outages. It will reduce the risk of injury or loss of life, as high-volume traffic intersections will have working signals. Having traffic signals connected to our satellite Traffic Management Center allows these malfunctions to be noted in real time. It reduces the time required to repair the malfunction and restore the intersection to a safe condition with traffic signals operating in red, yellow, and green.

EXHIBIT B: FEE SCHEDULE

I. General

(a) The Contractor shall be paid for those Services performed pursuant to this Contract a maximum amount of Nine Million and 00/100 Dollars (\$9,000,000.00), for the term of this Contract as set forth in Exhibit A, Scope of Services.

(b) Payment for the proper performance of the Services shall be contingent upon receipt by the City of invoices for payment. Each invoice shall certify the total cost, itemizing costs when applicable. Each invoice must be received by the City not more than thirty (30) days after the close of the calendar month in which the services were rendered and must be signed by an authorized officer or designee of the Contractor.

II. Project Fees

The following chart outlines the costs for this project:

CDBG DR Grant					
Pay Items, Quantities, and Cost Breakdown					
Category 2 - Install Uninterrupted Power Supply(UPS) at 40 Locations					
Contract Item					
Line No.	Pay Item Description	Pay Unit	Qty	Pay Item Unit Cost * (\$)	Pay Item Total Cost * (\$)
1	Mobilization, Max 7%	LS	1	\$ 99,000.00	\$ 99,000.00
2	Exploratory Investigation, Vertical	Ft	100	\$ 103.00	\$ 10,300.00
3	Sidewalk, Rem	Syd	230	\$ 30.00	\$ 6,900.00
4	Sidewalk, Conc, 4 inch, Modified	Sft	1500	\$ 10.00	\$ 15,000.00
5	Sidewalk, Conc, 6 inch, Modified	Sft	500	\$ 10.00	\$ 5,000.00
6	Barricade, Type III, High Intensity, Double Sided, Lighted Furn	Ea	5	\$ 145.00	\$ 725.00
7	Barricade, Type III, High Intensity, Double Sided, Lighted Oper	Ea	5	\$ 0.01	\$ 0.05
8	Pedestrian Type II Barricade, Temp	Ea	5	\$ 150.00	\$ 750.00
9	Lighted Arrow, Type C, Furn	Ea	3	\$ 900.00	\$ 2,700.00
10	Lighted Arrow, Type C, Oper	Ea	3	\$ 0.01	\$ 0.03
11	Minor Traf Devices, 5%	LS	1	\$ 62,000.00	\$ 62,000.00
12	Plastic Drum, Fluorescent, Furn	Ea	50	\$ 45.00	\$ 2,250.00
13	Plastic Drum, Fluorescent, Oper	Ea	50	\$ 0.01	\$ 0.50
14	Sign, Type B, Temp, Prismatic, Furn	Sft	250	\$ 9.00	\$ 2,250.00
15	Sign, Type B, Temp, Prismatic, Oper	Sft	250	\$ 0.01	\$ 2.50
16	Topsoil Surface, Furn, LM, Modified	Cyd	100	\$ 10.00	\$ 1,000.00
17	Seeding, Mixture THM, Modified	Syd	100	\$ 10.00	\$ 1,000.00
18	Water, Sodding/Seeding, Modified	Unit	1	\$ 1,000.00	\$ 1,000.00
19	Conduit, Encased, 2, 3 inch, Modified	Ft	750	\$ 160.00	\$ 120,000.00
20	Conduit, Repr, Under Pavt	Ft	100	\$ 160.00	\$ 16,000.00
21	Conduit, Repr, Under Sidewalk or Earth	Ft	100	\$ 107.00	\$ 10,700.00
22	Controller Fdn, Base Mount	Ea	40	\$ 4,064.00	\$ 162,560.00
23	TS Uninterruptible Power System	Ea	40	\$ 22,550.00	\$ 902,000.00
24	Hh, Clean	Ea	10	\$ 1,000.00	\$ 10,000.00
25	Conduit, Clean and Test	Ft	200	\$ 7.75	\$ 1,550.00

CDBG DR Grant						
Pay Items, Quantities, and Cost Breakdown						
Category 1 - Install RTSMS Level 1 at 198 locations, Level 2 at 105 locations and Controller Upgrade at 154 locations?						
Contract Item					A	
Line No.	Pay Item Code	Pay Item Description	Pay Unit	Qty	Pay Item Unit Cost * (\$)	Pay Item Total Cost * (\$)
1	1100001	Mobilization, Max 7 %	LS	1	\$ 320,000.00	\$ 320,000.00
2	8260031	Conduit, Clean and Test	Ft	1100	\$ 7.75	\$ 8,525.00
3	8120170	Minor Traf Devices, 5%	LS	1	\$ 34,000.00	\$ 34,000.00
4	8182386	Wood Pole, Fit Up, TS and Sec Cable Pole	Ea	40	\$ 926.00	\$ 37,040.00
5	8200049	Controller, Rem	Ea	154	\$ 334.00	\$ 51,436.00
6	8200378	Bracket, Truss, With 18 Foot Arm	Ea	105	\$ 1,945.00	\$ 204,225.00
7	8200027	Conduit, Repr, Under Pavt	Ft	1100	\$ 135.00	\$ 148,500.00
9	8207050	Ethernet Long-Range Extender	Ea	40	\$ 1,000.00	\$ 40,000.00
10	8207050	Video Capture and Streaming System	Ea	105	\$ 4,000.00	\$ 420,000.00
12	8207050	Video Detection and Analytics System	Ea	105	\$ 21,000.00	\$ 2,205,000.00
13	8207050	Wireless Data Acquisition, Alerts and Analytics	Ea	198	\$ 6,000.00	\$ 1,188,000.00
14	8207050	Controller, Digital Type, Modified	Ea	154	\$ 6,800.00	\$ 1,047,200.00
15	8207050	System Integration and Testing, Max. 1%	LS	1	\$ 43,000.00	\$ 43,000.00

EXHIBIT C: STATEMENT OF POLITICAL CONTRIBUTIONS AND EXPENDITURES

“**City Charter § 4-122, ¶ 2:** For purposes of conflicts of interest, the City shall require in all of its contractual agreements, including, but not limited to, leases, service and equipment agreements and including contract renewals, that the contractor provide a statement listing all political contributions and expenditures (“**Statement of Political Contributions and Expenditures**”), as defined by the Michigan Campaign Finance Act, MCL 169.201, et seq., made by the contractor, its affiliates, subsidiaries, principals, officers, owners, directors, agents or assigns to elective city officials within the previous four (4) years. Individuals shall also list any contributions or expenditures from their spouses.”

Instructions: In accordance with Section 4-122 of the 2012 Detroit City Charter, you must provide the following information, sign this document, have it notarized, and submit it to the City. If additional space is needed, please enter “see additional sheet(s)” on the last row and attach additional sheets.

In Column A, enter the name of the person or company that made the contribution or expenditure. If there were no political contributions or expenditures made, enter NONE.

In Column B, enter the relationship of the donor to the contractor or vendor, that is, contractor, affiliate, subsidiary, principal, officer, owner, director, agent, assignee, or spouse of any of the foregoing who are individuals.

In Column C, enter the name of the recipient, an elective city official which under Charter § 3-107, includes only the Mayor, the City Clerk, and members of the City Council and the Board of Police Commissioners.

In Column D, enter the amount of the contribution or expenditure, as defined in the Michigan Campaign Finance Act, 1976 PA 388, MCL 169.204 and MCL 169.206.

In Column E, enter the date of the contribution or expenditure. This statement must include all contributions and expenditures within the previous four years.

A	B	C	D	E
Donor	Relationship to Contractor/Vendor	Recipient	Amount of Contribution or Expenditure	Date

(EXHIBIT C - continued)

STATEMENT OF POLITICAL CONTRIBUTIONS AND EXPENDITURES

Except as set forth above, I certify that no contributions or expenditures were made to elective city officials within the previous four (4) years by the contractor, its affiliates, subsidiaries, principals, officers, owners, directors, agents, assigns, and, if any of the foregoing are individuals, their spouses.

I understand that the information provided in this disclosure will be relied upon by the City of Detroit in evaluating the proposed bid, solicitation, contract, or lease. I swear [or affirm] that the information provided is accurate. If I am signing on behalf of an entity, I swear [or affirm] that I have the authority to provide this disclosure on behalf of the entity.

Sign name: _____

Print name: _____

Sworn and subscribed to before me on _____, 20____
[by _____, the _____ of the above named contractor/vendor, an authorized representative or agent of the contractor/vendor]

Sign: _____

Print: _____

Notary Public, _____ County, Michigan,

Acting in _____ County

My Commission Expires: _____

EXHIBIT D: CROSS CUTTING FEDERAL REGULATIONS

Listed below are cross-cutting federal regulations that may apply to your project. Please review the summaries below. Please note that these regulations are not all inclusive, and the City of Detroit may enforce other federal regulations. Questions regarding the cross-cutting federal regulations below may be directed to the City's Housing and Revitalization Department. It is the responsibility of the Contractor to read and understand these regulations and comply in all respects as required.

1. M/WBE/VOE

Qualified Minority-Owned Enterprises, Women-Owned Enterprises, Disadvantaged Business Enterprises, Veteran Owned Enterprises, and HUD Section 3 Certified Business Concerns are encouraged to submit proposals to City of Detroit for contracts and agreements funded through the Community Development Block Grant program.

Section 281 of the National Affordable Housing Act requires federal grantees to ensure contracting opportunities for minority and woman-owned businesses when federal funds. City of Detroit encourages that any contractor who receives a contract using federal funds to comply with this act. In accordance with Section 281 of the National Affordable Housing Act, applicants must take affirmative steps to use minority owned business, woman-owned businesses and veteran owned business for their funded activities. This means the contractor must make a good faith effort to hire minority-owned business, woman-owned businesses or veteran-owned enterprises.

2. Section 3: Economic Opportunities for Low- and Very Low-Income Persons

Section 3 is a provision of the Housing and Urban Development (HUD) Act of 1968 that helps foster local economic development, neighborhood economic improvement, and individual self-sufficiency. The Section 3 program requires that recipients of certain HUD financial assistance, to the greatest extent feasible, provide job training, employment, and contracting opportunities for low- or very-low income residents in connection with projects and activities in their neighborhoods.

Applicants funded with HUD Community Development Block Grant Funds are required to meet the Section 3 provisions to the greatest extent feasible. Documentation will be required in order to verify compliance from the borrower. Please refer to the City of Detroit Section 3 Program for additional information on the local Section 3 requirements.

<https://detroitmi.gov/departments/housing-and-revitalization-department/hud-programs-and-information/section-3-program>

3. Fair Housing Act

The Fair Housing and Equal Opportunity, Office of Program Compliance, investigates complaints pursuant to Title VI of the Civil Rights Act of 1964 (Title VI). Title VI prohibits discrimination on the basis of race, color or national origin in programs and activities receiving Federal financial assistance. Complaints must be filed within 180 days of the alleged act of discrimination.

4. Americans with Disabilities Act

Title II of the ADA prohibits discrimination against persons with disabilities in all services, programs, and activities made available by State and local governments. The Department of Justice (DOJ) has coordination authority for the ADA in accordance with Executive Order 11250.

The DOJ regulations cover all State and local governments and extend the prohibition of discrimination in Federally- assisted programs established by Section 504 of the Rehabilitation Act of 1973 to all activities of State and local governments, including those that do not receive Federal financial assistance.

HUD is the designated agency for all programs, services and regulatory activities relating to State and local public housing, and housing assistance and referrals. In addition, HUD has jurisdiction over a State or local government activity when HUD has jurisdiction under Section 504 of the Rehabilitation Act of 1973.

5. The Architectural Barrier Act of 1968

The Architectural Barriers Act (ABA) requires buildings and facilities that are constructed by or on behalf of, or leased by the United States, or buildings financed, in whole or in part, by a grant or loan made by the United States to be accessible to persons with mobility impairments. The Architectural and Transportation Barriers Board (ATBCB) has coordination authority for the ABA.

6. Section 504 of the Rehabilitation Act of 1973, as amended

Section 504 of the Rehabilitation Act of 1973 prohibits discrimination against persons with disabilities in any program or activity receiving Federal financial assistance.

7. Executive order 12898, Environmental Justice

Executive Order 12898 provides that each Federal agency shall conduct its programs, policies, and activities that substantially affect human health or the environment, in a manner that ensures that such programs, policies, and activities do not have the effect of excluding persons (including populations) from participation in, denying persons (including populations) the benefits of, or subjecting persons (including populations) to discrimination under, such programs, policies, and activities, because of their race, color, or national origin.

8. Non-discrimination

Notice of Non-Discrimination: The City of Detroit does not discriminate on the basis of race, color, creed, national origin, age, handicap, sex or sexual orientation. Complaints may be filed with the City of Detroit, Civil Rights, Inclusion, & Opportunity Department (formerly Human Rights Department), 12TH Floor, Coleman A. Young Municipal Center, Detroit, Michigan 48226.

Executive Order 11063 (Non-Discrimination and Equal Opportunity in Housing) directs HUD and all other executive departments and agencies to take appropriate action to promote the abandonment of discriminatory practices with respect to property or facilities owned or operated by the Federal Government or provided with Federal financial assistance in the sale, leasing, rental, or other disposition of such property or facilities.

9. Age Discrimination

The Age of Discrimination Act of 1975, prohibits discrimination on the basis of age in programs or activities receiving Federal financial assistance, directly or through contractual, licensing, or other arrangements use age distinctions or take any other actions which have the effect, on the basis of age of:

Excluding individuals from denying them the benefits subjecting them to discrimination under, a program or activity receiving Federal financial assistance; or

Denying or limiting individuals their opportunity to participate in any program or activity receiving Federal financial assistance.

10. Environmental Review

An environmental review is the process of reviewing a project and its potential environmental impacts to determine whether it meets federal, state, and local environmental standards. The environmental review process is required for most federally funded projects to ensure that the proposed project does not negatively impact the surrounding environment and that the property site itself will not have an adverse environmental or health effect on end users. Not every project is subject to a full environmental review (i.e., every project's environmental impact must be examined, but the extent of this examination varies), but every project must be in compliance with the [National Environmental Policy Act \(NEPA\)](#), and other related Federal and state environmental laws. Each project application for Section 108 Loan Guarantee Funds will be required to undergo an environmental review.

Title I of the National Environmental Policy Act (NEPA) contains a Declaration of National Environmental Policy. This policy requires the federal government to use all practicable means to create and maintain conditions under which man and nature can exist in productive harmony. Section 102 in Title I of the Act requires federal agencies to incorporate environmental considerations in their planning and decision-making through a systematic interdisciplinary approach. Specifically, all federal agencies are to prepare detailed statements assessing the environmental impact of and alternatives to major federal actions significantly affecting the environment. These statements are commonly referred to as Environmental Impact Statements (EIS) and Environmental Assessments (EA).

11. National Environmental Policy Act (NEPA) Contract/Award “Rewind Language”

Notwithstanding any provision of this Agreement, the parties hereto agree and acknowledge that this Agreement does not constitute a commitment of funds or site approval, and that such commitment of funds or approval may occur only upon satisfactory completion of environmental review and receipt by the City of Detroit of a release of funds from the U.S. Department of Housing and Urban Development under 24 CFR Part §58. The parties further agree that the provision of any funds to the project is conditioned on the City of Detroit’s determination to proceed with, modify or cancel the project based on the results of a subsequent environmental review.

13. Uniform Relocation Act

The [Uniform Act](#), passed by Congress in 1970, is a federal law that establishes minimum standards for federally funded programs and projects that require the acquisition of real property (real estate) or displace

persons from their homes, businesses, or farms. The Uniform Act's protections and assistance apply to the acquisition, rehabilitation, or demolition of real property for federal or federally funded projects. Government wide regulations that implement URA can be found at 49 CFR Part 24.

14. Occupational Safety and Health Act of 1970 (OSHA)

Congress passed the Occupational Safety and Health Act to ensure worker and workplace safety. Their goal was to make sure employers provide their workers a place of employment free from recognized hazards to safety and health, such as exposure to toxic chemicals, excessive noise levels, mechanical dangers, heat or cold stress, or unsanitary conditions.

15. National Historic Preservation Act

The National Historic Preservation Act (NHPA), 54 U.S.C. 306108, directs each Federal agency, and those Tribal, State, and Local governments that assume Federal agency responsibilities, to protect historic properties and to avoid, minimize, or mitigate possible harm that may result from agency actions. The review process, known as Section 106 review, is detailed in 36 CFR Part 800. Early identification and consideration of historic properties in project planning along with full consultation with interested parties are key to effective compliance with Section 106. The State Historic Preservation Officer (SHPO) and/or Tribal Historic Preservation Officer (THPO) are primary consulting parties in the process. A qualified historic preservation consultant may assist with the technical components of the Section 106 review process.

For Detroit's HUD-funded activities or projects, the authority to conduct a Section 106 review is held by the Michigan SHPO. However, the Michigan SHPO has delegated certain aspects of its authority to the City of Detroit through the use of a Programmatic Agreement (PA). The PA is a legal document that allows the City of Detroit to conduct the review of its HUD-funded activities or projects. The PA also includes a description of the review process. This review is facilitated and managed by the Preservation Specialist who is housed within the City of Detroit Housing & Revitalization Department.

Clean Air Act and Federal Water Pollution Control Act

Clean Air Act (42 USC 7401 -7671q) and the Federal Water Pollution Control Act (33 USC 1251-1387), as amended. Contracts and subgrants of amounts in excess of \$150,000 must comply with all applicable standards, orders or regulations issued pursuant to Clean Air Act (42 USC 7401 -7471q) and the Federal Water Pollution Control Act as amended (33 USC 1251-1387). Violation must be reported to the Federal awarding agency and the Regional Office of the Environmental Protection Agency (EPA).

Debarment and Suspension

Debarment and Suspension (Executive Orders 12549 and 12689). A contract award (see 2 CFR 200 180.220) must not be made to parties listed in the governmentwide exclusions in the System for Award Management (SAM), in accordance with the OMB guidelines at 2 CFR 180 that implement EO 12549 (3

CFR Part 1986, Comp., p 189) and 12689 (3 CFR part 1989 Comp ., p235), “Debarment and Suspension.”

Domestic Preference for Procurements

Domestic preference for procurements. As appropriate and to the extent consistent with law, the non-federal entity should, to the greatest extent practicable under a federal award, provide a preference for the purchase, acquisition, or use of goods, products, or materials produced in the United States (including but not limited to iron, aluminum, steel, cement, and other manufactured products). The requirements of this section must be included in all subawards including all contracts and purchase orders for work or products under this award. 2 CFR 200.322.

Hatch Act

Hatch Act. Contractor agrees to comply, as applicable, with requirements of the [Hatch Act](#) (5 U.S.C. §§ 1501-1508 and 7324-7328), which limit certain political activities of State or local government employees whose principal employment is in connection with an activity financed in whole or in part by this federal assistance.

Conflict of Interest Clause

The Contractor warrants that its participation in this Contract will conform to the requirements of all applicable federal regulations including Sections 2 CFR 200.318 and 2 CFR 200.315 and 24 CFR570.611 of the Code of Federal Regulations, and further warrants that such participation will not result in any Organizational Conflict of Interest (as defined herein).

11. In the event the Contractor has any conflict of interest as defined herein, the Contractor shall disclose such conflict of interest fully in the submission of the proposal and/or during the life of the contract.
12. The Contractor agrees that if after award he or she discovers any conflict of interest with respect to this contract, he or she shall make an immediate and full disclosure in writing to the Director and Executive Manager, which shall include a description of the action which the Contractor has taken or intends to take to eliminate or neutralize the conflict. The Housing and Revitalization Department may, however, terminate the contract if it is in best interest of the City.
13. In the event the Contractor was aware of any conflict of interest before the award of this contract and intentionally did not disclose the conflict, the Housing and Revitalization Department may terminate the contract for default.
14. The provisions of this clause shall be included in all subcontracts and consulting agreements.
15. No federal, state or local elected official nor any member of the City of Detroit Planning Commission or employee of the Housing and Revitalization Department nor any corporation owned or controlled by such person, shall be allowed to participate in any share or part of this contract or to realize any benefit from it.

16. No member, officer, or employee of the City of Detroit Housing and Revitalization Department, no member of the governing body of the City of Detroit or any other local government and no other public official of such locality or localities who exercises any functions or responsibilities with respect to the project, shall, during his or her tenure, or for one year thereafter, have any interest, direct or indirect, in this contract or the proceeds thereof.
17. The Housing and Revitalization Department reserves discretion to determine the proper treatment of any conflict of interest disclosed under this provision.
18. The Contractor covenants that it presently has no interest and shall not acquire any interest, direct or indirect, which would conflict in any manner or degree with the performance of the Services under this Agreement. The Contractor further covenants that in the performance of this Agreement, no person having any such interest shall be employed.
19. The Contractor further covenants that no elected or appointed official, or employee of the City and no other public official who exercises any function or responsibilities in the review or approval of the undertaking or performance of this Agreement has any personal or financial interest, direct or indirect in this Agreement or the proceeds thereof.
20. The Contractor also hereby warrants that it shall not and has not employed any person to solicit or secure this Agreement upon any agreement or arrangement for payment of a commission, percentage, brokerage or contingent fee, either directly or indirectly, and that if this warranty is breached, the City may, at its option, terminate this Agreement without penalty, liability or obligation and, in addition, may, at its election, deduct from any amounts owed to the Contractor hereunder, the amounts of any such commission, percentage, brokerage or contingent fee.

EXHIBIT E: ADDITIONAL OBLIGATIONS & REQUIREMENTS FOR CONSTRUCTION, MAINTENANCE OR REPAIR CONTRACTS AND SUBCONTRACTS.

Section 3 General Information

If the Services required hereunder include construction work, then it will trigger Section 3. The Contractor shall require all such construction work to be performed in compliance with and shall monitor all such construction work for compliance with, all applicable Section 3 regulations, as described in the language found in the regulations at 24 CFR Part 75 and shall report any noncompliance to the HRD, as required by Federal regulations.

Section 3 is a provision of the Housing and Urban Development (HUD) Act of 1968, federal regulation formerly 24 CFR Part 135. HUD released a final rule in the fall of 2020 changing the regulation to 24 CFR Part 75. The final rule moved from tracking the number of qualified new hires (Section 3 residents) in Section 3 projects to tracking the total labor hours worked (by Section 3 workers and Targeted Section 3 workers).

The new Section 3 regulation, 24 CFR Part 75 continues to ensure that economic opportunities, most importantly employment, generated by certain HUD financial assistance shall be directed to low- and very low-income persons, particularly those who are residents of the community in which the federal assistance is spent.

Section 3 applies to projects that are fully or partially funded with HUD financial assistance. Section 3 projects are housing rehabilitation, housing construction, and other public construction projects and activities assisted under HUD programs when the total amount of assistance to the project exceeds a threshold of \$200,000. The threshold is \$100,000 where the assistance is from the Lead Hazard Control and Healthy Homes programs (§75.3 (2) (i)). However, Section 3 regulation does not apply to material only contracts. All parties associated with each project must maintain documentation for a period of time required for record retention or in the absence of applicable program regulation in accordance with 2 CFR Part 200.

City of Detroit Section 3 Program Information

<https://detroitmi.gov/departments/housing-and-revitalization-department/hud-programs-and-information/section-3-program>

Section 3 Frequently Asked Questions (FAQs)

<https://www.hud.gov/sites/documents/11SECFAQS.PDF>

Code of Federal Regulations for Section 3

<https://www.ecfr.gov/current/title-24/subtitle-A/part-75?toc=1>

Section 3

Covered Contract 24 CFR Part 75

All HUD Section 3 covered contracts shall include the following language:

A. The work to be performed under this contract is subject to the requirements of Section 3 of the Housing and Urban Development Act of 1968, as amended, 12 U.S.C. 1701u (Section 3). The purpose of Section 3 is to ensure that employment and other economic opportunities generated by Housing and Urban Development (HUD) assistance or HUD-assisted projects covered by Section 3, shall, to the greatest extent feasible, be directed to low- and very-low income persons.

B. The Parties to this contract agree to comply with HUD 24 CFR Part 75 regulation and City of Detroit Housing and Revitalization Department (HRD) policy and guidelines related to the implement Section 3. As evidenced by their execution of this contract, the parties to this contract certify that they are under no contractual or other impediments that would prevent them from complying with HUD 24 CFR Part 75 regulation or HRD requirements.

C. The contractor agrees to include this Section 3 language in every subcontract subject to compliance with HUD 24 CFR Part 75 regulation, and agrees to take appropriate action, as provided in an applicable provision of the subcontract or in this Section 3 language, upon a finding that the subcontractor is in violation of HUD 24 CFR Part 75 regulation or HRD policy and guidelines. The contractor will not subcontract with any subcontractor where the contractor has, or could be reasonably expected to have had, notice or knowledge that the subcontractor has been found in violation of HUD 24 CFR Part 75 regulation.

D. Noncompliance with HUD 24 CFR Part 75 regulation or HRD policy and guidelines may result in sanctions, termination of this contract for default, and debarment or suspension from future HUD assisted contracts at the sole discretion of the City of Detroit Housing and Revitalization Department.

3 Labor Standards General Information

If the Services required hereunder include construction work, the Contractor shall require all such construction work to be performed in compliance with, and shall monitor all such construction work for compliance with, all applicable Federal Labor Standards, as described in the clauses found in the regulations and shall report any noncompliance to the HRD, as required by Federal regulations.

The Contractor shall require that all necessary contract language required by Federal regulations and (2) by City of Detroit Executive Order 2016-1 be included in all construction contracts and subcontracts for construction performed under this Agreement. In the event that the Contractor should directly employ workers on actual construction, the Contractor shall comply with (1) all Federal labor standards applicable to the employment of such workers; and (2) City of Detroit Executive Order 2016-1.

The Contractor shall monitor all construction work performed under this Agreement or performed under the supervision and/or control of the Contractor for compliance with all applicable Federal Labor Standards, including those described and shall comply and/or require compliance with City of Detroit Executive Order

2016-1, and shall report any noncompliance with said Federal requirements and with said Executive Order 2016-1 to the HRD.

.4 Federal Labor Standards Provisions

- A. **Contract Work Hours and Safety Standards Act** (40 U.S.C. 3701-3708). Contractor that employs mechanics or laborers must comply with with 40 U.S.C. 3702 and 3704, as supplemented by Department of Labor regulations (29 CFR Part 5). Under 40 U.S.C. 3702 of the Act, each contractor must be required to compute the wages of every mechanic and laborer on the basis of a standard work week of 40 hours. Work in excess of the standard work week is permissible provided that the worker is compensated at a rate of not less than one and a half times the basic rate of pay for all hours worked in excess of 40 hours in the work week. The requirements of 40 U.S.C. 3704 are applicable to construction work and provide that no laborer or mechanic must be required to work in surroundings or under working conditions which are unsanitary, hazardous or dangerous. These requirements do not apply to the purchases of supplies or materials or articles ordinarily available on the open market, or contracts for transportation or transmission of intelligence.
- B. **Bryd Anti-Lobbying Amendment** (31 USC 1352). Contractors that apply or bid for an award exceeding \$100,000 must file the required certification. Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant or any other award covered by 31 U.S.C. 1352. Each tier must also disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award. Such disclosures are forwarded from tier to tier up to the non-Federal award.
- C. **Build America Buy America Act**, enacted as part of the Infrastructure Investment and Jobs Act on November 15, 2021, established a domestic content procurement preference for all Federal financial assistance obligated for infrastructure projects after May 14, 2022. The domestic content procurement preference requires that all iron, steel, manufactured products, and construction materials used in covered infrastructure projects are produced in the United States.
- D. **Davis-Bacon Act** (DBA or Act), all prime construction contracts in excess of \$2,000 must comply with requires the payment of locally prevailing wages and fringe benefits on Federal contracts for construction. See ¹[40 U.S.C. 3142](#). The DBA applies to workers on contracts entered by Federal agencies and the District of Columbia that are in excess of \$2,000 and for the construction, alteration, or repair of public buildings or public works. Congress subsequently incorporated DBA prevailing wage requirements into numerous statutes (referred to as “Related Acts”) under which Federal agencies assist construction projects through grants, loans, loan guarantees, insurance, and other methods.
- E. **"Anti-Kickback"** (40 USC 3145) as supplemented by Department of Labor regulation (29 CFR Part 3) “Contractors and Subcontractors on Public Buildings or Public Work Financed in Whole

and in Part by Loans and Grants from the United States”. The Act precludes a contractor or subcontractor from inducing an employee, in any way, to give up any part of the compensation to which he or she is entitled under his or her contract of employment. The Act and implementing regulations require a contractor and subcontractor to submit a weekly statement of the wages paid to each employee performing on covered work during the preceding payroll period. The regulations also list payroll deductions that are permissible without the approval of the Secretary of Labor and those deductions that require consent of the Secretary of Labor.

- F. **Bonding requirements.** For construction or facility improvement contracts or subcontracts exceeding the Simplified Acquisition Threshold. The minimum requirements must be as follows:
- i. A performance bond on the part of the contractor for 100 percent of the contract price. A “performance bond” is one executed in connection with a contract to secure fulfillment of all the contractor's requirements under such contract.
 - ii. A payment bond on the part of the contractor for 100 percent of the contract price. A “payment bond” is one executed in connection with a contract to assure payment as required by law of all persons supplying labor and material in the execution of the work provided for in the contract.

E.10 Executive Order 2021-02

The Contractor shall comply with the following City of Detroit Executive Order:

EXECUTIVE ORDER 2021-02

TO: ALL BOARDS, COMMISSIONS, DEPARTMENT DIRECTORS, CITY COUNCIL MEMBERS, CITY CLERK.

FROM: MICHAEL E. DUGGAN, MAYOR

SUBJECT: UTILIZATION OF DETROIT RESIDENTS ON PUBLICLY-FUNDED CONSTRUCTION AND DEMOLITION/REHAB PROJECTS

DATE: APRIL 14, 2021

WHEREAS, the economic revitalization of Detroit depends upon the employment of Detroit residents and the availability of a local skilled workforce; and

WHEREAS, it is the policy of this Administration to encourage and maximize employment opportunities for well-trained Detroit residents through contracts with the City contracts and in projects funded or financially assisted by the City;

THEREFORE, this Executive Order directs any person or entity entering into a publicly-funded construction project or a publicly-funded demolition/rehab project to implement specific residency targets for its workforce, as follows. Other persons or entities doing business with the City, but not subject to this Executive Order, may voluntarily agree to be bound by some or all of the substantive requirements set forth herein.

1. The term “publicly-funded construction project,” for purposes of this Executive Order, means:

(a) any construction project performed under a contract, the value of which is more than \$3,000,000.00 (Three Million Dollars), made by the City with any person or entity; and

(b) any construction project for which the City, public or quasi-public entities affiliated with the City, or any of their agents or contractors provides funds or financial assistance via any of the following methods, where total value of such assistance is more than \$3,000,000.00 (Three Million Dollars):

- (1) The sale or transfer of land below its appraised value;
- (2) Direct monetary support;
- (3) Public contributions originated by the State of Michigan or its agencies, the United States government or its agencies, or any other non-City government

entity, for which City approval is required and obtained; or

- (4) Tax increment financing. For purposes of calculating the total assistance directly provided through tax increment financing, tax revenue that would have accrued to all government entities shall be counted.

2. The term “publicly-funded demolition/rehab project,” for purposes of this Executive Order, means any demolition or rehabilitation of one or more residential buildings performed under the Proposal N Neighborhood Improvement Plan, under a contract, the value of which is more than \$50,000 (Fifty Thousand Dollars), made by the City with any person or entity.

3. A “bona-fide Detroit resident,” for purposes of this Executive Order, means an individual who can demonstrate residency in the City of Detroit as of a date at least thirty (30) days prior to the date the individual seeks to be employed on a publicly-funded construction project or publicly-funded demolition/rehab project. An individual may demonstrate residency by producing at least one item from each of the two lists below that includes an address located in the City of Detroit. Other forms of proof-of-residency may be accepted under unique circumstances.

- (a) State of Michigan identification card, State of Michigan driver’s license, or Detroit municipal ID; and
- (b) Voter Registration Card, Motor Vehicle Registration, most recent federal, state, or City of Detroit tax return, lease/rental agreement, most recent utility bill or utility affidavit signed by a landlord with respect to a leased residence, or most recent municipal water bill.

4. All contracts with the City, and all sub-contracts thereof, for a publicly-funded construction project or a publicly-funded demolition/rehab project shall require at least 51% of the workforce for such project to be bona-fide Detroit residents. This requirement shall be referred to as the “Workforce Target.” The Workforce Target shall be measured by the hours worked by bona-fide Detroit residents on the publicly-funded construction project or publicly-funded demolition/rehab project.

5. Developers, general contractors, prime contractors and subcontractors on publicly-funded construction projects and publicly-funded demolition/rehab projects are all required to comply with the terms of this Executive Order. Collectively, these entities are hereinafter referred to as “contractors.” It is, however, the sole responsibility of the person or entity contracting directly with the City of Detroit to require all of its subcontractors either to (a) meet the Workforce Target; or (b) make the required contribution to the City’s Workforce Training Fund, as provided in Paragraph 6 of this Executive Order. Contractors may utilize local unions, Detroit Employment Solutions Corporation, or other entities to help meet the Workforce Target. Failure to satisfy the requirements of this Executive Order shall constitute a material breach of contract and may result in the immediate termination of the contract.

6. Upon execution of a contract for a publicly-funded construction contract or publicly-funded demolition/rehab project, the City of Detroit’s Civil Rights, Inclusion and Opportunity Department (“CRIO”) shall determine whether the Workforce Target in the contract shall be measured periodically either (a) monthly or (b) quarterly. This period shall be referred to as the “measurement period.” Thereafter, for the duration of the construction project, the contractor shall, at the end of each measurement period, submit to CRIO a report indicating:

- (a) The total hours worked on the project during the preceding measurement period (“total work-hours”);
- (b) The total hours worked on the project by bona-fide Detroit residents during the preceding measurement period; and
- (c) If applicable, the amount by which the contractor fell short of meeting the Workforce Target. A contractor falling short of the Workforce Target shall report both (a) the raw number of total work-hours by which the contractor fell short of the Workforce Target; and (b) the percentage of total work-hours by which the contractor fell short of the Workforce Target.

7. A contractor who does not meet the Workforce Target in any measurement period shall help strengthen Detroit’s workforce by making a monetary contribution to the City’s CRIO-administered Workforce Training Fund, thereby supporting the skill development of Detroit residents. The required contribution for any contractor who does not meet the Workforce Target shall be the sum of the following:¹

- (a) For each work-hour comprising the first 10% of total work-hours by which the contractor fell short of the Workforce Target, 5% of the average hourly wage paid by the contractor during the preceding measurement period.
- (b) For each work-hour comprising the second 10% of total work-hours by which the contractor fell short of the Workforce Target, 10% of the average hourly wage paid by the contractor during the preceding measurement period.
- (c) For each work-hour comprising the remaining 31% of total work-hours by which the contractor fell short of the Workforce Target, 15% of the average hourly wage paid by the contractor during the preceding measurement period.

8. For a publicly-funded construction project, if a contractor contracts for labor through a union that is meeting the goals set for it under the Detroit Skilled Trades Employment Program, that contractor will be deemed to have met the Workforce Target with respect to the labor for which it contracted through such a union.

¹ Thus, for example, if 25% of the total work-hours performed on a publicly-funded construction project were performed by bona-fide Detroit residents, the contractor will have fallen short of the Workforce Target by 26% of the total work-hours. That contractor’s minimum required contribution would be the sum of (1) 5% of the average hourly wage for 10% of the total work-hours; (2) 10% of the average hourly wage for 10% of the total work-hours; and (3) 15% of the average hourly wage for 6% of the total work-hours.

CRIO will make a periodic determination whether a union participating in the Detroit Skilled Trades Employment Program is meeting its established goals under that Program. For purposes of calculating a contractor's compliance with the Workforce Target, a union which, as of the date a contractor executes a contract or subcontract for a publicly-funded construction project, is meeting its goals under the Program shall be deemed to have no less than 51% of the hours worked by its members on the publicly-funded construction project worked by bona-fide Detroit residents. If bona-fide Detroit residents actually account for more than 51% of the hours worked by union members on a publicly-funded construction project, that actual percentage may be used for purposes of calculating compliance with the Workforce Target.

9. For a publicly-funded demolition/rehab project, if bona-fide Detroit residents actually account for more than 51% of the hours worked and the contractor pays for its Detroit employees to be trained under a DOL approved apprenticeship program, that contractor will be deemed to have met the Workforce Target. For purposes of publicly-funded demolition/rehab projects only, any contractor who fails to meet the Workforce Target will contribute \$200 per employee to the Workforce Training Fund.

10. If CRIO determines a contractor is in non-compliance with the requirements of this Order, CRIO will notify the contractor, in writing, of the contractor's non-compliance.

If a contractor wishes to challenge a finding of non-compliance, the contractor may, within fifteen (15) days of the notice of non-compliance, file with CRIO a written notice challenging the finding of non-compliance, and detailing the reasons for that challenge. The challenge will then be forwarded to a panel of (1) the City's Corporation Counsel or his/her designee; (2) the head of the Department of Administrative Hearings or his/her designee; and (3) the Director of the Buildings, Safety, Engineering, and Environment Department, or his/her designee. The panel shall adjudicate the challenge and issue a written decision. The panel may, but need not, schedule an oral hearing on the challenge.

If, following written notice of non-compliance and the adjudication of any challenge, the contractor fails or refuses to take corrective actions within thirty (30) days, the City may do any of the following:

- (a) withhold from the contractor all future payments under the contract until it is determined that the contractor is in compliance;
- (b) refuse all future bids on City projects or applications for financial assistance in any form from the City or any of its departments, until such time as the contractor demonstrates that it has cured its previous non-compliance;
- (c) debar the contractor from doing business with the City for a period of up to one year.

In addition, the City reserves the right to re-bid the contract, in whole or in part, or hire its own workforce to complete the work.

11. All construction contracts, construction contract amendments, change orders and extensions subject to this Executive Order shall include the applicable terms of this

Executive Order. CRIO shall have the responsibility for preparing administrative guidelines related to this Executive Order, and for monitoring and enforcing the provisions of this Executive Order.

12. Notwithstanding anything to the contrary set forth herein, the requirements set forth in Paragraphs 4 through 11 of this Executive Order shall not apply to any publicly-funded construction contract or publicly-funded demolition/rehab contract, or part thereof, that is funded by a grant awarded by a federal, state, or other governmental entity, the terms of which prohibit the implementation of any such requirements.

Pursuant to the powers vested in me by the 1963 Michigan Constitution and by the 2012 Detroit City Charter, I, Michael E. Duggan, Mayor of the City of Detroit, issue this Executive Order. This Executive Order is effective upon its execution and filing with the City Clerk and supersedes Executive Order No. 2020-5, issued by me on November 20, 2020. This Executive Order shall not alter or affect the operation of any prior Executive Order with respect to any publicly-funded construction project on which construction activities have commenced as of the date of this Executive Order.


MICHAEL E. DUGGAN
MAYOR
CITY OF DETROIT

Exhibit F Certifications

Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion

1. By signing this Contract and Certification, the Contractor, also referred to herein as a “prospective lower tier participant”, is providing the certification set out below.
2. The certification in this clause is a material representation of fact upon which reliance was placed when this transaction was entered into. If it is later determined that the prospective lower tier participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, the department or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment.
3. The prospective lower tier participant shall provide immediate written notice to the person to which this certification is submitted if at any time the prospective lower tier participant learns that this certification was erroneous when submitted or has been erroneous by reason of changed circumstances.
4. The terms covered transaction, debarred, suspended, ineligible, lower tier covered transaction, participant, person, primary covered transaction, principal, proposal, and voluntarily excluded, as used in this clause, have the meanings set out in the Definitions and Coverage sections of rules implementing Executive Order 12549. You may contact the person to which this certification is submitted for assistance in obtaining a copy of those regulations.
5. The prospective lower tier participant agrees by submitting this certification that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is proposed for debarment under 48 CFR part 9, subpart 9.4, debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the department or agency with which this transaction originated.
6. The prospective lower tier participant further agrees by submitting this proposal that it will include this clause titled "Certification Regarding Debarment, Suspensions Ineligibility and Voluntary Exclusion - Lower Tier Covered Transactions," without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions.
7. A participant in a covered transaction may rely upon a certification of a prospective participant in

**Exhibit F
Certifications**

Certification for Contracts, Grants, Loans, and Cooperative Agreements

The Contractor hereby certifies, to the best of his or her knowledge and belief that:

- (1) No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment or modification of any Federal contract, grant, loan, or cooperative agreement.
- (2) If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.
- (3) The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by section 1352, title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

CONTRACTOR:

BY:

Print:

ITS:

Date:

Housing and Revitalization Department (HRD)
Section 3 - Acknowledgment and Intent to Comply
(HUD Regulation, 24 CFR Part 75)

Name of <u>Developer</u> OR <u>Subrecipient</u>			
Business Address, City, State, & Zip			
Business Phone Number		Contact Email	
Primary Contact Name			
Primary Contact Phone Number		Title	

Name of <u>General Contractor</u>			
Business Address, City, State, & Zip			
Business Phone Number		Contact Email	
Primary Contact Name			
Primary Contact Phone Number		Title	

If awarded a HUD funded contract, I will:

- A. Insert Section 3 language (*located on the next page*) into all contracts and subcontracts associated with the federal funded projects;
- B. Submit and implement a Housing and Revitalization Department (HRD) Section 3 Plan which will form part of our contractual obligations;
- C. Submit all required employment and contracting documentation as requested by the Section 3 Program Office after review of our Section 3 Plan; and
- D. Take affirmative actions to comply with all Section 3 notifications and requests, attain and report efforts toward achieving established HUD Section 3 benchmarks for Section 3 workers and Targeted Section 3 workers.
- E. Maintain documentation for a time period required for record retention or in the absence of applicable program regulations in accordance with 2 CFR Part 200.

We are (I am) committed to comply with the HUD Section 3 regulation and HRD Section 3 requirements. It is our (my) desire to work together to ensure compliance, *to the greatest extent feasible*, through the awarding of contracts for work and services to Section 3 business concerns and to provide employment and training to Section 3 workers and Targeted Section 3 workers.

(NOTE: This page is part of your bid or RFP package.)

Developer OR Subrecipient:

Print Name: _____ Title: _____

Signature: _____ Date: _____

General Contractor:

Print Name: _____ Title: _____

Signature: _____ Date: _____

Section 3 Language – 24 CFR Part 75

All HUD Section 3 covered contracts shall include the following language:

- The work to be performed under this contract is subject to the requirements of Section 3 of the Housing and Urban Development Act of 1968, as amended, 12 U.S.C. 1701u (Section 3). The purpose of Section 3 is to ensure that employment and other economic opportunities generated by HUD assistance or HUD-assisted projects covered by Section 3, shall, to the greatest extent feasible, be directed to low- and very-low income persons.

- The Parties to this contract agree to comply with HUD’s regulation in 24 CFR Part 75 and Housing and Revitalization Department (HRD) policy and guidelines, which implement Section 3. As evidenced by their execution of this contract, the parties to this contract certify that they are under no contractual or other impediments that would prevent them from complying with the Part 75 regulation.

- The contractor agrees to include this Section 3 language in every subcontract subject to compliance with HUD’s regulation in 24 CFR Part 75, and agrees to take appropriate action, as provided in an applicable provision of the subcontract or in this Section 3 language, upon a finding that the subcontractor is in violation of HUD’s regulation in 24 CFR Part 75 and HRD’s policy and guidelines. The contractor will not subcontract with any subcontractor where the contractor has notice or knowledge that the subcontractor has been found in violation of the regulation, 24 CFR Part 75.

- Noncompliance with HUD’s regulation in 24 CFR Part 75 and HRD’s policy and guidelines may result in sanctions, termination of this contract for default, and debarment or suspension from future HUD assisted contracts.

For more information

Housing and Revitalization Department (HRD) Section 3 Information, Documents, and Forms <https://detroitmi.gov/departments/housing-and-revitalization-department/hud-programs-and-information/section-3-program>

Housing and Urban Development (HUD) Section 3 Regulation <https://ecfr.federalregister.gov/current/title-24/subtitle-A/part-75#section-75>

HUD Section 3 Benchmarks (Section 3 Projects) <https://www.federalregister.gov/documents/2020/09/29/2020-19183/section-3-benchmarks-for-creating-economic-opportunities-for-low--and-very-low-income-persons-and#h-13>

Traffic Light Connectivity - CDBG-DR

Issued by A. Thompson on 9/11/25

This Wage Decision does not include an expiration date but may be modified or superseded prior to the actual construction start date. Please contact the Labor Standards office for assurance that the Wage Decision is still current prior to beginning any work on the project.

"General Decision Number: MI20250001 09/05/2025

Superseded General Decision Number: **MI20240001**

State: **Michigan**

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

Counties: **Michigan Statewide.**

Note: Contracts subject to the Davis-Bacon Act are generally required to pay at least the applicable minimum wage rate required under Executive Order 14026 or Executive Order 13658. Please note that these Executive Orders apply to covered contracts entered into by the federal government that are subject to the Davis-Bacon Act itself, but do not apply to contracts subject only to the Davis-Bacon Related Acts, including those set forth at 29 CFR 5.1(a)(1).

If the contract is entered	. Executive Order 14026	
into on or after January 30,	generally applies to the	
2022, or the contract is	contract.	
renewed or extended (e.g., an	. The contractor must pay	
option is exercised) on or	all covered workers at	
after January 30, 2022:	least \$17.75 per hour (or	
	the applicable wage rate	
	listed on this wage	
	determination, if it is	
	higher) for all hours	
	spent performing on the	
	contract in 2025.	
If the contract was awarded on	. Executive Order 13658	

Traffic Light Connectivity - CDBG-DR

Issued by A. Thompson on 9/11/25

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or between January 1, 2015 and	generally applies to the
January 29, 2022, and the	contract.
contract is not renewed or	. The contractor must pay all
extended on or after January	covered workers at least
30, 2022:	\$13.30 per hour (or the
	applicable wage rate listed
	on this wage determination,
	if it is higher) for all
	hours spent performing on
	that contract in 2025.

The applicable Executive Order minimum wage rate will be adjusted annually. If this contract is covered by one of the Executive Orders and a classification considered necessary for performance of work on the contract does not appear on this wage determination, the contractor must still submit a conformance request.

Additional information on contractor requirements and worker protections under the Executive Orders is available at <http://www.dol.gov/whd/govcontracts>.

Modification Number	Publication Date
0	01/03/2025
1	05/16/2025
2	05/30/2025
3	06/06/2025
4	07/04/2025
5	07/11/2025
6	07/25/2025
7	08/08/2025
8	08/29/2025
9	09/05/2025

Traffic Light Connectivity - CDBG-DR

Issued by A. Thompson on 9/11/25

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CARP0004-004 06/01/2019

REMAINDER OF STATE

	Rates	Fringes
CARPENTER (Piledriver).....	\$ 27.62	20.59

CARP0004-005 06/01/2018

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

	Rates	Fringes
CARPENTER (Piledriver).....	\$ 30.50	27.28

ELEC0017-005 06/01/2025

STATEWIDE

	Rates	Fringes
Line Construction		
Groundman/Driver.....	\$ 33.32	33%+7.40
Journeyman Signal Tech, Communications Tech, Tower		
Tech & Fiber Optic Splicers..	\$ 49.26	33%+7.40
Journeyman Specialist.....	\$ 56.65	33%+7.40
Operator A.....	\$ 41.71	33%+7.40
Operator B.....	\$ 38.98	33%+7.40

Classifications

Traffic Light Connectivity - CDBG-DR

Issued by A. Thompson on 9/11/25

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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 06/01/2025

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.....	\$ 55.42	28.25
GROUP 2.....	\$ 56.42	28.25
GROUP 3.....	\$ 53.92	28.25
GROUP 4.....	\$ 54.92	28.25
GROUP 5.....	\$ 52.42	28.25
GROUP 6.....	\$ 53.42	28.25
GROUP 7.....	\$ 52.15	28.25
GROUP 8.....	\$ 53.15	28.25
GROUP 9.....	\$ 51.70	28.25
GROUP 10.....	\$ 52.70	28.25
GROUP 11.....	\$ 50.97	28.25
GROUP 12.....	\$ 51.97	28.25

Traffic Light Connectivity - CDBG-DR

Issued by A. Thompson on 9/11/25

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GROUP 13	\$ 50.61	28.25
GROUP 14	\$ 51.61	28.25
GROUP 15	\$ 49.97	28.25
GROUP 16	\$ 46.77	28.25
GROUP 17	\$ 32.29	15.40
GROUP 18	\$ 35.78	28.25

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

Traffic Light Connectivity - CDBG-DR

Issued by A. Thompson on 9/11/25

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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 06/01/2025

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

Traffic Light Connectivity - CDBG-DR

Issued by A. Thompson on 9/11/25

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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	\$ 55.02	28.25
GROUP 2	\$ 52.15	28.25
GROUP 3	\$ 50.61	28.25
GROUP 4	\$ 46.77	28.25
GROUP 5	\$ 32.29	15.40
GROUP 6	\$ 35.78	28.25
AREA 2		
GROUP 1	\$ 55.02	28.25
GROUP 2	\$ 52.15	28.25
GROUP 3	\$ 50.61	28.25
GROUP 4	\$ 46.77	28.25
GROUP 5	\$ 32.29	15.40
GROUP 6	\$ 35.78	28.25

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

Traffic Light Connectivity - CDBG-DR

Issued by A. Thompson on 9/11/25

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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 09/01/2025

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

Traffic Light Connectivity - CDBG-DR

Issued by A. Thompson on 9/11/25

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

AREA 1:

GROUP 1.....	\$ 45.98	25.25
GROUP 2.....	\$ 41.25	25.25
GROUP 3.....	\$ 40.52	25.25
GROUP 4.....	\$ 39.95	25.25
GROUP 5.....	\$ 30.35	12.10

AREA 2:

GROUP 1.....	\$ 45.98	25.25
GROUP 2.....	\$ 41.25	25.25
GROUP 3.....	\$ 40.52	25.25
GROUP 4.....	\$ 39.95	25.25
GROUP 5.....	\$ 30.35	12.10

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

Traffic Light Connectivity - CDBG-DR

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than backhoe or front end loader); Trencher (8-ft. digging capacity and smaller); Vac Truck and End dump operator;

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); Hydraulic pipe pushing machine; Mulching equipment; 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); Sweeper (Wayne type); Water wagon and Extend-a boom forklift

Group 5: Fire Person, Oiler

* ENGI0324-006 06/01/2025

GENESEE, MACOMB, MONROE, OAKLAND, WASHTENAW, WAYNE, 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,

Traffic Light Connectivity - CDBG-DR

Issued by A. Thompson on 9/11/25

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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)

GROUP 1.....	\$ 46.21	25.25
GROUP 2.....	\$ 45.06	25.25
GROUP 3.....	\$ 38.33	25.25
GROUP 4.....	\$ 37.77	25.25

POWER EQUIPMENT OPERATOR CLASSIFICATIONS

GROUP 1: Paver Operator (5 bags or more); Slip Form Paver; Asphalt Paver (self propelled); Shovel (Excavator) installing utilities over 20 feet in depth.

Group 2: Asphalt plant operator; crane operator (does not include work on bridge construction projects when the crane operator is erecting structural components); Dragline operator; Shovel (Excavator) operator; Locomotive operator; Elevating grader operator; Pile driving operator; Roller operator (asphalt); Blade grader operator; Trenching machine operator (ladder or wheel type); Auto-grader; Self-propelled or tractor-drawn scraper; Conveyor loader operator (Euclid type); 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);

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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 planner (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; Vacuum truck operator; Batch Plant (concrete dry batch); Concrete Saw Operator (40h.p. or over; Tractor Operator (farm type); Finishing Machine Operator (concrete); Grader Operator (self-propelled fine grade or form (concrete); tractor operator (farm type with attachment); Wagon Drill operator; Boom or winch hoist truck operator.

GROUP 3: 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); Greese Truck; Air Compressor Operator (600 cu.ft. per min or more); Air Compressor Operator (two or more, less than 600 cfm); End Loader operator (1 yard Capacity and over); Side boom tractor (type D or equivalent or larger; Endloader operator *under 1 yard capacity; Trencher (service).

GROUP 4: Boiler fire tender; Concrete Breaker; Oiler; Fire tender; Trencher (service); Flexplane operator; Cleftplane operator; Roller operator (other than asphalt); Curing equipment operator (self-propelled); 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); End dump; Skid steer.

Traffic Light Connectivity - CDBG-DR

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ENGI0324-007 05/01/2025

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	\$ 43.30	25.00
Crane operator, main boom & jib 120' or longer.....	\$ 49.77	25.00
Crane operator, main boom & jib 140' or longer.....	\$ 50.07	24.60
Crane operator, main boom & jib 220' or longer.....	\$ 50.66	25.00
Mechanic with truck and tools.....	\$ 48.90	25.00
Oiler and fireman.....	\$ 41.76	25.00
Regular operator	\$ 47.12	25.00

ENGI0324-008 10/01/2023

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,

Traffic Light Connectivity - CDBG-DR

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

	Rates	Fringes
OPERATOR: Power Equipment (Sewer Relining)		
GROUP 1.....	\$ 37.37	15.44
GROUP 2.....	\$ 35.33	15.44

SEWER RELINING CLASSIFICATIONS

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

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

ENGI0325-012 05/01/2025

	Rates	Fringes
Power equipment operators - gas distribution and duct installation work:		
GROUP 1.....	\$ 39.78	25.25
GROUP 2.....	\$ 36.05	25.25

SCOPE OF WORK: The construction, installation, treating and reconditioning of pipelines transporting gas vapors within

Traffic Light Connectivity - CDBG-DR

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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.

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). 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). Oiler, hydraulic pipe pushing machine, grease person and hydrostatic testing operator.

IRON0008-007 06/01/2024

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

Traffic Light Connectivity - CDBG-DR

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IRONWORKER

General contracts		
\$10,000,000 or greater.....	\$ 39.91	32.32
General contracts less		
than \$10,000,000.....	\$ 39.91	32.32

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

IRON0025-002 06/01/2025

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		
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:..	\$ 28.80	27.43

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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...\$ 30.02	28.13
IRONWORKER	
Ornamental and Structural...\$ 36.55	35.93
Reinforcing.....\$ 36.55	32.87

IRON0055-005 07/01/2022

LENAWEE AND MONROE COUNTIES:

	Rates	Fringes
IRONWORKER		
Pre-engineered metal buildings.....\$ 23.59	23.59	19.35
All other work.....\$ 33.00	33.00	27.20

IRON0292-003 06/01/2020

BERRIEN AND CASS COUNTIES:

	Rates	Fringes
IRONWORKER (Including pre-engineered metal building erector).....\$ 31.75	31.75	22.84

* LABO0005-006 10/01/2022

	Rates	Fringes
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Traffic Light Connectivity - CDBG-DR

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Laborers - hazardous waste abatement: (ALCONA, ALPENA, ANTRIM, BENZIE, CHARLEVOIX, CHEBOYGAN, CRAWFORD, EMMET, GRAND TRAVERSE, IOSCO, KALKASKA, LEELANAU, MISSAUKEE, MONTMORENCY, OSCODA, OTSEGO, PRESQUE ISLE AND WEXFORD COUNTIES - Zone 10)

Levels A, B or C.....	\$ 17.45 **	12.75
class b.....	\$ 18.64	12.90
Work performed in conjunction with site preparation not requiring the use of personal protective equipment;		
Also, Level D.....	\$ 16.45 **	12.75
class a.....	\$ 17.64 **	12.90

Zone 10

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

Levels A, B or C.....	\$ 25.18	12.90
Work performed in conjunction with site preparation not requiring the use of personal protective equipment;		
Also, Level D.....	\$ 22.58	12.90

Laborers - hazardous waste

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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.....	\$ 21.88	13.26
Work performed in conjunction with site preparation not requiring the use of personal protective equipment;		
Also, Level D.....	\$ 20.80	12.90

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.....	\$ 23.74	12.95
Work performed in conjunction with site preparation not requiring the use of personal protective equipment;		
Also, Level D.....	\$ 20.80	12.90

Laborers - hazardous waste
 abatement: (CLINTON, EATON
 AND INGHAM COUNTIES; IONIA
 COUNTY (City of Portland);
 LIVINGSTON COUNTY (west of
 Oak Grove Rd., including the

Traffic Light Connectivity - CDBG-DR

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City of Howell) - Zone 6)		
Levels A, B or C.....	\$ 26.33	12.95
Work performed in conjunction with site preparation not requiring the use of personal protective equipment;		
Also, Level D.....	\$ 24.64	12.90
Laborers - hazardous waste abatement: (GENESEEE, LAPEER AND SHIAWASSEE COUNTIES - Zone 7)		
Levels A, B or C.....	\$ 24.20	13.80
Work performed in conjunction with site preparation not requiring the use of personal protective equipment;		
Also, Level D.....	\$ 23.20	13.80
Laborers - hazardous waste abatement: (HILLSDALE, JACKSON AND LENAWEЕ COUNTIES - Zone 4)		
Levels A, B or C.....	\$ 27.13	14.95
Work performed in conjunction with site preparation not requiring the use of personal protective equipment;		
Also, Level D.....	\$ 24.17	12.90
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)		

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Levels A, B or C.....	\$ 29.93	14.20
Work performed in conjunction with site preparation not requiring the use of personal protective equipment;		
Also, Level D.....	\$ 28.93	14.20
Laborers - hazardous waste abatement: (MACOMB AND WAYNE COUNTIES - Zone 1)		
Levels A, B or C.....	\$ 29.93	16.90
Work performed in conjunction with site preparation not requiring the use of personal protective equipment;		
Also, Level D.....	\$ 28.93	16.90
Laborers - hazardous waste abatement: (MONROE COUNTY - Zone 4)		
Levels A, B or C.....	\$ 31.75	14.90
Work performed in conjunction with site preparation not requiring the use of personal protective equipment;		
Also, Level D.....	\$ 31.75	14.90
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.....	\$ 29.93	16.90
Work performed in		

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conjunction with site preparation not requiring the use of personal protective equipment;		
Also, Level D.....	\$ 28.93	16.90
Laborers - hazardous waste abatement: (SANILAC AND ST. CLAIR COUNTIES - Zone 5)		
Levels A, B or C.....	\$ 26.21	16.62
Work performed in conjunction with site preparation not requiring the use of personal protective equipment;		
Also, Level D.....	\$ 24.75	16.35

LABO0259-001 09/01/2024

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

Traffic Light Connectivity - CDBG-DR

Issued by A. Thompson on 9/11/25

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Laborers - tunnel, shaft and caisson:

AREA 1

GROUP 1	\$ 27.86	22.11
GROUP 2	\$ 29.86	22.11
GROUP 3	\$ 25.86	22.11
GROUP 4	\$ 23.97	16.93
GROUP 5	\$ 24.22	16.93
GROUP 6	\$ 24.55	16.93
GROUP 7	\$ 17.83	16.93

AREA 2

GROUP 1	\$ 30.00	17.45
GROUP 2	\$ 32.00	17.45
GROUP 3	\$ 28.00	17.45
GROUP 4	\$ 29.57	16.93
GROUP 5	\$ 25.76	16.93
GROUP 6	\$ 26.07	16.93
GROUP 7	\$ 25.57	16.93

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, aquafers, 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

Traffic Light Connectivity - CDBG-DR

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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 09/01/2024

	Rates	Fringes
Laborers - open cut:		
ZONE 1 - MACOMB, OAKLAND		
AND WAYNE COUNTIES:		
GROUP 1	\$ 27.71	22.11
GROUP 2	\$ 29.71	22.11
GROUP 3	\$ 25.87	22.11
GROUP 4	\$ 23.71	16.72

Traffic Light Connectivity - CDBG-DR

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GROUP 5	\$ 24.17	16.72
GROUP 6	\$ 22.00	16.72
GROUP 7	\$ 17.84	16.72
ZONE 2 - LIVINGSTON COUNTY (east of M-151 (Oak Grove Rd.)); MONROE AND WASHTENAW COUNTIES:		
GROUP 1.....	\$ 29.65	17.45
GROUP 2.....	\$ 31.65	17.45
GROUP 3.....	\$ 27.65	17.45
GROUP 4.....	\$ 25.10	16.72
GROUP 5.....	\$ 25.25	16.72
GROUP 6.....	\$ 22.55	16.72
GROUP 7.....	\$ 22.11	16.72
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.....	\$ 27.84	17.45
GROUP 2.....	\$ 29.84	17.45
GROUP 3.....	\$ 25.84	17.45
GROUP 4.....	\$ 23.30	16.72
GROUP 5.....	\$ 23.44	16.72
GROUP 6.....	\$ 20.74	16.72
GROUP 7.....	\$ 22.23	16.72
ZONE 4 - ALCONA, ALLEGAN, ALPENA, ANTRIM, ARENAC, BARRY, BAY, BENZIE, BERRIEN, BRANCH, CALHOUN, CASS, CHARLEVOIX,		

Traffic Light Connectivity - CDBG-DR

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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	\$ 26.32	17.95
GROUP 2	\$ 28.32	17.95
GROUP 3	\$ 24.32	17.95
GROUP 4	\$ 22.33	16.72
GROUP 5	\$ 22.45	16.72
GROUP 6	\$ 19.67	16.72
GROUP 7	\$ 22.30	16.72

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

GROUP 1	\$ 26.09	18.45
GROUP 2	\$ 28.09	18.45

Traffic Light Connectivity - CDBG-DR

Issued by A. Thompson on 9/11/25

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GROUP 3.....	\$ 24.09	18.45
GROUP 4.....	\$ 22.56	16.72
GROUP 5.....	\$ 22.64	16.72
GROUP 6.....	\$ 19.99	16.72
GROUP 7.....	\$ 22.45	16.72

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,

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signal person, well point person, manhole, headwall and catch basin builder, headwall, seawall, breakwall and dock builder

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

GROUP 4: Trench or excavating grade person

GROUP 5: Pipe layer (including crotch, 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 06/01/2025

LABORER: Highway, Bridge and Airport Construction

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

Traffic Light Connectivity - CDBG-DR

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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.....	\$ 35.51	14.45
GROUP 2.....	\$ 31.96	14.45
GROUP 3.....	\$ 35.82	14.45
GROUP 4.....	\$ 35.90	14.45
GROUP 5.....	\$ 36.11	14.45
GROUP 6.....	\$ 36.41	14.45
LABORER (AREA 2)		
GROUP 1.....	\$ 33.37	14.45
GROUP 2.....	\$ 30.03	14.45
GROUP 3.....	\$ 33.81	14.45
GROUP 4.....	\$ 34.16	14.45
GROUP 5.....	\$ 34.03	14.45
GROUP 6.....	\$ 34.37	14.45
LABORER (AREA 3)		
GROUP 1.....	\$ 32.62	14.45

Traffic Light Connectivity - CDBG-DR

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GROUP 2.....	\$ 33.83	14.45
GROUP 3.....	\$ 33.12	14.45
GROUP 4.....	\$ 33.56	14.45
GROUP 5.....	\$ 33.18	14.45
GROUP 6.....	\$ 33.61	14.45
 LABORER (AREA 4)		
GROUP 1.....	\$ 33.52	13.45
GROUP 2.....	\$ 33.73	13.45
GROUP 3.....	\$ 34.02	13.45
GROUP 4.....	\$ 34.46	13.45
GROUP 5.....	\$ 34.08	13.45
GROUP 6.....	\$ 34.51	13.45

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

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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.

LABO1076-005 04/01/2025

MICHIGAN STATEWIDE

	Rates	Fringes
LABORER (DISTRIBUTION WORK)		
Zone 1	\$ 28.41	13.45
Zone 2	\$ 24.55	13.45
Zone 3	\$ 23.55	13.45
Zone 4	\$ 22.92	13.45
Zone 5	\$ 22.95	13.45

Traffic Light Connectivity - CDBG-DR

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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

Traffic Light Connectivity - CDBG-DR

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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 06/01/2018

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

Traffic Light Connectivity - CDBG-DR

Issued by A. Thompson on 9/11/25

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PAINTER

Brush and roller	\$ 23.74	13.35
Spray, Sandblast, Sign		
Painting	\$ 24.94	13.35

PAIN0845-003 05/10/2018

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.....	\$ 25.49	13.74

PAIN0845-015 05/10/2018

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.....	\$ 25.49	13.74

PAIN0845-018 05/10/2018

Traffic Light Connectivity - CDBG-DR

Issued by A. Thompson on 9/11/25

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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.....	\$ 25.49	13.74

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

PAIN1011-003 06/02/2022

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

	Rates	Fringes
PAINTER.....	\$ 24.66	14.99

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

Traffic Light Connectivity - CDBG-DR

Issued by A. Thompson on 9/11/25

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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 06/01/2025

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		

Traffic Light Connectivity - CDBG-DR

Issued by A. Thompson on 9/11/25

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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.....	\$ 29.23	19.11
All other work, including maintenance of industrial plant.....	\$ 29.35	19.05

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 06/01/2023

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,

Traffic Light Connectivity - CDBG-DR

Issued by A. Thompson on 9/11/25

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IRON, ISABELLA, JACKSON, KALAMAZOO, KALKASKA, KENT, KEWEENAW, LAKE, LAPEER, LEELANAU, LENAWEE, LUCE, MACKINAC, MANISTEE, MARQUETTE, MASON, MECOSTA, MENOMINEE, MIDLAND, MISSAUKEE, MONTCALM, MONTMORENCY, MUSKEGON, NEWAYGO, OCEANA, OGEMAW, ONTONAGON, OSCEOLA, OSCODA, OTSEGO, OTTAWA, PRESQUE ISLE, ROSCOMMON, SANILAC, SCHOOLCRAFT, SHIAWASSEE, ST. CLAIR, ST. JOSEPH, TUSCOLA, VAN BUREN AND WEXFORD COUNTIES

	Rates	Fringes
CEMENT MASON/CONCRETE FINISHER		
ZONE 1.....	\$ 33.00	18.51
ZONE 2.....	\$ 31.50	18.51

PLUM0190-003 05/01/2015

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

	Rates	Fringes
Plumber/Pipefitter - gas distribution pipeline:		

Traffic Light Connectivity - CDBG-DR

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

TEAM0007-004 06/01/2025

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.....	\$ 33.55	.75 + a+b
Trucks under 8 cu. yds.....	\$ 33.40	.75 + a+b
Trucks, 8 cu. yds. and over.....	\$ 33.40	.75 + a+b
AREA 2		
Euclids, double bottoms and lowboys.....	\$ 33.65	.75 + a+b

Traffic Light Connectivity - CDBG-DR

Issued by A. Thompson on 9/11/25

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Trucks under 8 cu. yds.....	\$ 33.50	.75 + a+b
Trucks, 8 cu. yds. and over.....	\$ 33.50	.75 + a+b

Footnote:

- a. \$470.70 per week
- b. \$68.70 daily

TEAM0247-004 04/01/2013

AREA 1: ALCONA, ALGER, ALLEGAN, ALPENA, ANTRIM, ARENAC, BARAGA, BARRY, BAY, BENZIE, BERRIEN, BRANCH, CALHOUN, CASS, CHARLEVOIX, CHEBOYGAN, CHIPPEWA, CLARE, CLINTON, CRAWFORD, DELTA, DICKINSON, EATON, EMMET, GLADWIN, 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.....	\$ 21.78	11.83
GROUP 2.....	\$ 25.27	11.8375
AREA 2		
GROUP 1.....	\$ 22.03	11.83
GROUP 2.....	\$ 25.02	11.8375

Traffic Light Connectivity - CDBG-DR

Issued by A. Thompson on 9/11/25

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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 04/01/2018

AREA 1: LAPEER AND SHIAWASSEE COUNTIES

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

	Rates	Fringes
TRUCK DRIVER (Underground construction)		
AREA 1		
GROUP 1	\$ 23.82	19.04
GROUP 2	\$ 23.91	19.04
GROUP 3	\$ 24.12	19.04
AREA 2		
GROUP 1	\$ 24.12	19.04

Traffic Light Connectivity - CDBG-DR

Issued by A. Thompson on 9/11/25

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GROUP 2.....	\$ 24.26	19.04
GROUP 3.....	\$ 24.45	19.04

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

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

TRUCK DRIVER CLASSIFICATIONS

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

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

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

* SUMI2002-001 05/01/2002

	Rates	Fringes
FLAG PERSON.....	\$ 10.10 **	0.00

LINE PROTECTOR (ZONE 1:

Traffic Light Connectivity - CDBG-DR

Issued by A. Thompson on 9/11/25

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GENESEEE, MACOMB, MONROE, OAKLAND, WASHTENAW AND WAYNE).....	\$ 26.63	14.45
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LINE PROTECTOR (ZONE 2: STATEWIDE (EXCLUDING GENESEE, MACOMB, MONROE, OAKLAND, WASHTENAW AND WAYNE)	\$ 25.03	14.45
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Pavement Marking Machine (ZONE 1: GENESEE, MACOMB, MONROE, OAKLAND, WASHTENAW AND WAYNE COUNTIES) Group 1.....	\$ 35.51	14.45
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Pavement Marking Machine (ZONE 1: GENESEE, MACOMB, MONROE, OAKLAND, WASHTENAW AND WAYNE) Group 2.....	\$ 31.96	14.45
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Pavement Marking Machine (ZONE 2: STATEWIDE (EXCLUDING GENESEEE, MACOMB, MONROE, OAKLAND, WASHTENAW AND WAYNE COUNTIES) Group 1.....	\$ 33.37	14.45
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Pavement Marking Machine (ZONE 2: STATEWIDE (EXCLUDING GENESEEE, MACOMB, MONROE, OAKLAND, WASHTENAW AND WAYNE) Group 2.....	\$ 30.03	14.45
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WORK CLASSIFICATIONS:

PAVEMENT MARKER GROUP 1: Drives or operates a truck mounted

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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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** Workers in this classification may be entitled to a higher minimum wage under Executive Order 14026 (\$17.75) or 13658 (\$13.30). Please see the Note at the top of the wage determination for more information. Please also note that the minimum wage requirements of Executive Order 14026 are not currently being enforced as to any contract or subcontract to which the states of Texas, Louisiana, or Mississippi, including their agencies, are a party.

Note: Executive Order (EO) 13706, Establishing Paid Sick Leave for Federal Contractors applies to all contracts subject to the Davis-Bacon Act for which the contract is awarded (and any solicitation was issued) on or after January 1, 2017. If this

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contract is covered by the EO, the contractor must provide employees with 1 hour of paid sick leave for every 30 hours they work, up to 56 hours of paid sick leave each year. Employees must be permitted to use paid sick leave for their own illness, injury or other health-related needs, including preventive care; to assist a family member (or person who is like family to the employee) who is ill, injured, or has other health-related needs, including preventive care; or for reasons resulting from, or to assist a family member (or person who is like family to the employee) who is a victim of, domestic violence, sexual assault, or stalking. Additional information on contractor requirements and worker protections under the EO is available at <https://www.dol.gov/agencies/whd/government-contracts>.

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) (iii)).

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

Union Rate Identifiers

A four-letter identifier beginning with characters other than "SU", "UAVG", "SA?", or "SC?" denotes that a union rate was

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prevailing for that classification in the survey. Example: PLUM0198-005 07/01/2024. PLUM is an identifier of the union whose collectively bargained rate 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. The date, 07/01/2024 in the example, is the effective date of the most current negotiated rate.

Union prevailing wage rates are updated to reflect all changes over time that are reported to WHD in the rates in the collective bargaining agreement (CBA) governing the classification.

Union Average Rate Identifiers

The UAVG identifier indicates that no single rate prevailed for those classifications, but that 100% of the data reported for the classifications reflected union rates. EXAMPLE: UAVG-OH-0010 01/01/2024. UAVG indicates that the rate is a weighted union average rate. OH indicates the State of Ohio. The next number, 0010 in the example, is an internal number used in producing the wage determination. The date, 01/01/2024 in the example, indicates the date the wage determination was updated to reflect the most current union average rate.

A UAVG rate will be updated once a year, usually in January, to reflect a weighted average of the current rates in the collective bargaining agreements on which the rate is based.

Survey Rate Identifiers

The ""SU"" identifier indicates that either a single non-union rate prevailed (as defined in 29 CFR 1.2) for this

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classification in the survey or that the rate was derived by computing a weighted average rate based on all the rates reported in the survey for that classification. As a weighted average rate includes all rates reported in the survey, it may include both union and non-union rates. Example: SUFL2022-007 6/27/2024. SU indicates the rate is a single non-union prevailing rate or a weighted average of survey data for that classification. FL indicates the State of Florida. 2022 is the year of the 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. The date, 6/27/2024 in the example, indicates the survey completion date for the classifications and rates under that identifier.

?SU? wage rates typically remain in effect until a new survey is conducted. However, the Wage and Hour Division (WHD) has the discretion to update such rates under 29 CFR 1.6(c)(1).

State Adopted Rate Identifiers

The ""SA"" identifier indicates that the classifications and prevailing wage rates set by a state (or local) government were adopted under 29 C.F.R 1.3(g)-(h). Example: SAME2023-007 01/03/2024. SA reflects that the rates are state adopted. ME refers to the State of Maine. 2023 is the year during which the state completed the survey on which the listed classifications and rates are based. The next number, 007 in the example, is an internal number used in producing the wage determination. The date, 01/03/2024 in the example, reflects the date on which the classifications and rates under the ?SA? identifier took effect under state law in the state from which the rates were adopted.

WAGE DETERMINATION APPEALS PROCESS

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

- a) a survey underlying a wage determination
- b) an existing published wage determination
- c) an initial WHD letter setting forth a position on a wage determination matter
- d) an initial conformance (additional classification and rate) determination

On survey related matters, initial contact, including requests for summaries of surveys, should be directed to the WHD Branch of Wage Surveys. Requests can be submitted via email to davisbaconinfo@dol.gov or by mail to:

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

Regarding any other wage determination matter such as conformance decisions, requests for initial decisions should be directed to the WHD Branch of Construction Wage Determinations. Requests can be submitted via email to BCWD-Office@dol.gov or by mail 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 an initial decision has been issued, then any interested party (those affected by the action) that disagrees with the

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decision can request review and reconsideration from the Wage and Hour Administrator (See 29 CFR Part 1.8 and 29 CFR Part 7). Requests for review and reconsideration can be submitted via email to dba.reconsideration@dol.gov or by mail 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 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.

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END OF GENERAL DECISION"