



ATTN: Trucking Vendors,

The below guidelines are required to transport materials for the Cadillac Asphalt LLC, Michigan Materials & Aggregates Co, and Michigan Paving and Materials Co.

Please fax or scan and email back the updated information to fax: (734) 238-7671 or email: MPMVendorCompliance@mipmc.com.

Documentation Needed:

1. Trucking Agreement (**All** truckers must sign) and Trailer Interchange Agreement (**Only** for truckers that pull our tankers or asphalt trailers) – Please make sure that the Agreement has required signature.
2. Insurance certificate as described in the attached “Certificate of Insurance” document.
3. Liquid Asphalt Tanker haulers **MUST** have \$35,000 Cargo Insurance minimum limit.
4. Equipment Lowboying haulers **MUST** have \$150,000 Cargo Insurance minimum limit.
5. Updated W-9.

As the additional insured & certificate holder that must read (*exactly*):

Cadillac Asphalt LLC, Michigan Materials & Aggregates Co, and Michigan Paving and Materials Co
2575 Haggerty Road Suite #100
Canton, MI 48188

Any Insurance forms that do not follow these guidelines will not be accepted and will result in a lack of payment.

Please feel free to contact us at (248) 380-3642 with any questions or concerns that you may have.

All persons either employed or hired by my company have read and agree to abide by the attached CAD/MMA/MPM Trucking Vendor Policies.

- Specifically all safety information.

Documentation requires signature of the company principle or officer.

Thank you very much for your cooperation and assistance with these requests.

Sincerely,

Logistics Department

I have read and agree to the above terms and conditions.

Witness <hr style="width: 80%; margin-left: 0;"/>	CARRIER By: _____ Its: _____
--	------------------------------------

TRUCKING AGREEMENT

This Trucking Agreement ("Agreement") is made this ____ day of _____, 2016 by **Michigan Paving and Materials Co. 2575 South Haggerty Road, Suite 100, Canton, MI 48188**, including the corporate affiliates referenced on **Schedule 2** hereto ("Owner") and _____ ("Hauler")

1. TERM: Hauler agrees to furnish the hauling and trucking services ("Services") requested by Owner from Agreement date and ending **December 31, 2016** in accordance with the provisions of this Agreement. The Services will be performed at the locations designated by Owner and at the prices set forth in **Schedule 2** or as may be mutually agreed upon by the parties in writing. This Agreement shall automatically renew for successive 1-year terms, unless Owner or Hauler terminates this Agreement by providing the other party written notice of non-renewal prior to the current term expiration.

2. NON-EXCLUSIVITY: This Agreement shall not constitute an exclusive arrangement. Owner shall remain free to engage other persons or entities to perform hauling and trucking services. Hauler shall remain free to perform hauling and trucking services for any other person or entity.

3. SAFETY; COMPLIANCE: In the performance of this Agreement, Hauler shall, at no additional cost to Owner, comply with Owner's safety rules and regulations, including those on **Schedule 1** hereto, and with all applicable laws, rules, regulations, and ordinances of any nature whatsoever, including but not limited to: employment discrimination, wage and hour, drug-free workplace, OSHA, MSHA, Motor Vehicle Safety, weight limits and environmental laws. **Hauler has a duty to monitor all applicable weight regulations and no driver shall leave or enter Owner's property or projects with an overweight or unsecured load. Hauler shall also securely fasten a tarp to all loose loads or take any other necessary action to prevent material from escaping from the truck.** In connection with the performance of Services, Hauler shall, and shall cause its suppliers and subcontractors to abide by the Owner-CRH Supplier Code of Conduct which can be viewed at <http://www.crh.com/our-group/our-people/corporate-governance/codes-of-conduct>. When performing the Services, Hauler and its employees shall act in a professional manner at all times.

4. INSURANCE: Hauler shall provide and maintain worker's compensation, general liability, automotive liability, and property damage insurance, written by insurers acceptable to Owner. The minimum required limits and coverages required are as follows: Workers Compensation Coverage A - Statutory Limits; Workers Compensation Coverage B - \$500,000 per occurrence; Auto Liability - \$1,000,000 Combined Single Limit; General Liability - \$1,000,000 per occurrence and \$2,000,000 aggregate; Asphalt Cement Tanker Cargo - \$35,000 (LIQUID HAULERS ONLY); Equipment Lowboying Cargo - \$150,000 and Excess Umbrella coverage with minimum limits not less than \$1,000,000 if needed. All policies, except for worker's compensation policies, shall name Owner as an additional insured with primary & non-contributory coverage and shall, to the fullest extent permitted by law, defend, indemnify and protect Owner from all claims, expenses and liabilities in any way related to or arising out of (i) the Services; (ii) any breach of this Agreement; or (iii) any act or omission of Hauler or any person or entity performing Services directly or indirectly on behalf of Hauler. To the extent permitted by law, all insurance shall expressly provide that all rights of subrogation against the Owner are waived and that no amendment or cancellation of any policy shall be effective until 30 days' written notice to Owner. Before providing the Services and upon Owner's request, Hauler shall provide Owner with certificates evidencing the required insurance coverage. Owner's payment to Hauler prior to receipt of the certificates shall not diminish Hauler's duty to maintain the required insurance and Owner shall not have waived any rights by allowing Hauler to perform Services prior to supplying the certificates.

5. INDEMNITY: To the fullest extent permitted by law, Hauler shall defend, indemnify and hold Owner, its officers, employees, agents, insurers, sureties, and affiliates, harmless from any and all losses, damages, expenses (including attorneys' fees), claims, suits, liabilities, fines and remedial or clean-up costs arising out of or in any way related to: (i) the performance of the Services; (ii) any breach of this Agreement; or (iii) any act or omission by or on behalf of Hauler, its employees, and agents. These defense and indemnity obligations are in addition to, and in no way limited by, Hauler's duty to provide insurance. When required by law, Hauler's indemnification obligation shall be limited to \$5,000,000 and the parties agree that said amount bears a reasonable commercial relationship to the work related to this Agreement.

6. LIENS & COSTS: Hauler shall obtain and pay for all fuel, materials, labor, permits, licenses, and inspections related to the Services. All funds paid by or to Owner for Services shall be deemed in trust for the payment of all labor and materials supplied in the course of Hauler's performance of the Services. The funds shall not become Hauler's property until full payment is made for all such labor and materials. Any damages recoverable by Owner from Hauler shall bear interest at the annual rate of 18%, or the highest rate permitted by law, whichever is lower.

7. INDEPENDENT CONTRACTOR; CONTROL OF SERVICES: Hauler agrees that it is, and will remain throughout the life of this Agreement, an independent contractor solely responsible for performing the details of the Services, and an employing unit subject to and in compliance with all applicable tax, unemployment compensation, worker's compensation and other laws, including all recordkeeping, wage payment, payroll withholding, and all other requirements for full compliance. Hauler shall provide proof of such compliance upon Owner's request. Owner and Hauler agree that Owner has no right to control the manner in which the Hauler performs the Services hereunder. Hauler shall also provide proof of its experience and qualifications upon Owner's request.

8. FLOW-DOWN: In the event that Services are performed in connection with Owner's performance of a contract with a third party, the provisions of that contract (including flow-down provisions) are incorporated into this Agreement by reference and Hauler shall fully comply with such provisions. If Hauler is required to obtain any prequalification in order to perform the Services, Hauler shall promptly obtain all required prequalifications.

9. SUBCONTRACTING: Hauler shall not subcontract the performance of any of the Services prior to obtaining Owner's advance written consent. If Hauler is authorized to subcontract any of the Services, Hauler shall continue to be responsible for the performance of the Services and the terms of this Agreement.

10. ASSIGNMENT & MODIFICATION: This Agreement and any payments related to the same may not be assigned by Hauler to any person or entity without Owner's advance written consent. Further, this Agreement sets forth the complete agreement of the parties with respect to the Services and any modification of the Agreement must be in writing and signed by both parties.

11. CONFIDENTIALITY: Hauler shall treat Owner's business information, including Owner's products and customers, as confidential information and shall not disclose the information to any third party.

12. MONITORING: Hauler shall closely monitor the drivers and vehicles used in the performance of this Agreement so that the drivers and vehicles comply with all applicable regulations.

13. ENFORCEABILITY: If any provision of this Agreement is found unenforceable by any arbitrator or court, Owner and Hauler agree that such provision shall be modified to the minimum extent necessary to render it enforceable, and that the remainder of this Agreement shall not be affected by the modification of such provision.

14. DISADVANTAGED BUSINESS ENTERPRISE: If Hauler is to perform as a Disadvantaged, Small, Minority or Female-Owned Business Enterprise ("DBE"), Hauler (i) shall ensure that all Services it undertakes in this Agreement are performed and supervised by Hauler's own forces, except for Services subcontracted to others with Owner's prior written consent, and (ii) shall comply with all applicable federal, state, and local laws, regulations or ordinances governing the Hauler's performance and continuing certification as a DBE so that its performance will count toward Owner's DBE requirements in the Contract.

15. MANDATORY BINDING ARBITRATION: ANY DISPUTE ARISING UNDER OR RELATED TO THIS AGREEMENT SHALL BE SUBMITTED TO AND RESOLVED BY BINDING ARBITRATION BY A SINGLE ARBITRATOR IN THE STATE AND COUNTY OF CONTRACTOR'S OFFICE. THE AMERICAN ARBITRATION ASSOCIATION (AAA) SHALL CONDUCT THE ARBITRATION AND THE COSTS OF THE ARBITRATION SHALL BE BORNE EQUALLY BY THE PARTIES. NOTWITHSTANDING ANY LANGUAGE TO THE CONTRARY IN THE CONTRACT DOCUMENTS, THE PARTIES AGREE: THAT THE UNDERLYING AWARD MAY BE APPEALED PURSUANT TO THE AAA'S OPTIONAL APPELLATE ARBITRATION RULES ("APPELLATE RULES"); THAT THE UNDERLYING AWARD RENDERED BY THE ARBITRATOR(S) SHALL, AT A MINIMUM, BE A REASONED AWARD; AND THAT THE UNDERLYING AWARD SHALL NOT BE CONSIDERED FINAL UNTIL AFTER THE TIME FOR FILING THE NOTICE OF APPEAL PURSUANT TO THE APPELLATE RULES HAS EXPIRED.

16. LIMITATION OF LIABILITY. TO THE FULLEST EXTENT PERMITTED BY LAW, OWNER SHALL NOT BE LIABLE FOR ANY CONSEQUENTIAL, INDIRECT, INCIDENTAL, SPECIAL, EXEMPLARY, OR PUNITIVE DAMAGES WITH REGARD TO ANY CLAIM ARISING OUT OF OR RELATING TO THIS AGREEMENT.

17. COUNTERPARTS: This Agreement may be executed in counterparts, each of which shall be deemed an original, but all of which together shall be deemed to be one and the same agreement. A signed copy of this Agreement delivered by electronic transmission shall be deemed to have the same legal effect as an original.

18. SCHEDULES. The following documents are attached hereto and incorporated into the Agreement:

Schedule Number	Description of Schedule	Included (Yes/No)
1	Safety Policy & Operating Requirements	Yes
2	Pricing Schedule & Affiliate List	Yes
3	FWHA Form 1273 – Required Contract Provisions Federal-Aid Construction Contracts	Yes
4	VEVRAA – Section 503 Clause	Yes

Owner and Hauler have executed this Agreement on the date written above.

HAULER:

OWNER:

By: _____
 Printed: _____
 Title: _____
 Phone Number: _____

By: _____
 Printed: _____
 Title: _____

SCHEDULE 1

Cadillac Asphalt LLC, Michigan Materials and Aggregates Co, and Michigan Paving and Materials Co (CAD/MMA/MPM)

Trucking Vendor Policy

- ALL MSHA, OSHA, AND MIOSHA POLICIES SHALL BE STRICTLY ENFORCED AT ALL TIMES BY ALL TRUCKING VENDORS. EACH TRUCKING VENDOR SHALL MAINTAIN AND ENFORCE A FULLY COMPLIANT WRITTEN SAFETY POLICY.
- Each Trucking Vendor's Safety Policy shall at a minimum include a requirement that all drivers wear hard hats & safety vests when outside of the vehicle at all CAD/MMA/MPM locations and at all CAD/MMA/MPM dispatched projects (see page 13 of the contract, item #15 PPE).
- Each Trucking Vendor shall further provide each and every driver used by Trucking Vendor with a copy of the CAD/MMA/MPM safety rules (see attached). In addition to any Safety Policy established by Trucking Vendor, the Trucking Vendor shall strictly enforce all CAD/MMA/MPM Safety Rules and shall require that all drivers strictly comply with the Trucking Vendor's Safety Policy and the CAD/MMA/MPM Safety Rules. (In the event that a conflict exists between the Trucking Vendor's Safety Policy and the CAD/MMA/MPM Safety Rules, Trucking Vendor shall immediately advise CAD/MMA/MPM and until the conflict is resolved, the CAD/MMA/MPM Safety Rules shall apply unless said rule violates an MSHA, OSHA, or MIOSHA policy.
- Any drivers found violating the CAD/MMA/MPM safety rules will be reported to the appropriate representative of Trucking Vendor. A violation by said driver shall give CAD/MMA/MPM the option to ban the driver from participating in the delivery of CAD/MMA/MPM products or otherwise working in a manner in any way related to Trucking Vendor's obligations to CAD/MMA/MPM.
- Trucking Vendors are required to provide their Drivers with full billing information which must be in the Driver's possession when a driver arrives at any CAD/MMA/MPM location. "Full Billing Information" includes customer name, project name and location, material to be provided, job number as applicable, as well as any other information which may have been provided by CAD/MMA/MPM to Trucking Vendor.
- Trucking Vendor's, their drivers, and CAD/MMA/MPM employees are expected to represent CAD/MMA/MPM in a professional manner at all times. CAD/MMA/MPM expects the same professionalism from its Customers. Any lapse in professional conduct by any of the parties should be reported to CAD/MMA/MPM dispatch or management immediately. Under no circumstances should Trucking Vendors or their Drivers confront a customer or customer's employee directly.
- Any rate issues will be addressed immediately.
- If a CAD/MMA/MPM customer communicates a change to your company or to one of your drivers, you must verify with CAD/MMA/MPM dispatch immediately and prior to implementation of such change. Any change in dispatch must be communicated from or confirmed by CAD/MMA/MPM dispatch. This includes changing materials, ordered quantities (both tons or trucks).
- Any information on CAD/MMA/MPM Projects is considered proprietary and is to be kept confidential. This includes locations of deliveries, identity of customers, type and quantity of material delivered and any pricing information
 1. Any Trucking Vendor and/or any of its Drivers discussing or disclosing such proprietary information may result in CAD/MMA/MPM banning the use of said Driver on CAD/MMA/MPM project and/or termination of your services as an approved trucking vendor.
- All work will be offered as needed on a fair and professional basis.
- Trucking vendors that have AR balances with CAD/MMA/MPM must be within "30 Days Terms" to be eligible to perform trucking services.
- If you have not received payment for trucking services within 30 days of ticket date, please contact division from which you haul.
- In most cases CAD/MMA/MPM does not require ticket copies (trucking and material) for materials that are hauled from our locations. CAD/MMA/MPM does, however, require that you keep signed ticket copies for a minimum of 1 year.
- It is the Vendor's responsibility to ensure CAD/MMA/MPM scale ticket accuracy at the point of pick up. Any discrepancies in customer, order, material, weights, and any other pertinent project information must be verified by the driver prior to leaving the CAD/MMA/MPM operation. After the truck has left our operation the vendor takes full responsibility.
- Inclement Weather: When inclement weather exists or has existed in the past 12 hours projects are automatically considered to be "on hold" and CAD/MMA/MPM is not responsible for trucks that are dispatched to our locations or customers job sites without approval from CAD/MMA/MPM. Trucks shipped without approval it could be turned away at our location or the project site and asked to return the load. Approval will be available as soon as communication with our customer has been established and they have authorized the loads to ship. We expect our

vendors to monitor weather conditions for the area they are shipping to. Inclement weather is defined as rain, snow, lightning, sleet, etc.

- Signature required: Many times we haul materials and the personnel on site have left for some reason (after hours, bad weather, lunch, etc...) we typically leave the ticket in a mail box or piece of equipment. Going forward it is now required that all the tickets being left on site without signatures for receipt of the load have the words "No one present to receive load, authorized to dump per: ____" and note who authorized the non-signature dumping. CAD/MMA/MPM dispatch can and will provide an authorization name to leave on the tickets. Failure to do so will result in lack of payment. We also require that copies of tickets that aren't signed for be emailed or faxed to us.
- Use of a cell phone or other electronic communication device is now prohibited unless the vehicle is parked at all CAD/MMA/MPM of Michigan / CYDI of Michigan operations.
- On occasion you may need to leave a truck, trailer, or trailers unattended at our locations and we are happy to keep them on site for you. The one thing we are now requiring is that if you leave a truck, trailer, or trailers unattended on our property that you please chock the wheels. If the drivers do not have chocks available we can provide them, just contact our management through the scale house.
- Truck Drivers **must** remain in their vehicles except when in a designated safe area while in load out area. For no reason should a driver enter the boxes of their vehicles or trailers while outside of a designated safe area. Any driver failing to adhere to this policy is subject to loading refusal on the part of CAD/MMA/MPM, immediate ejection from a CAD/MMA/MPM site, and a possible lifetime ban from our sites regardless of company affiliation.

SAFETY POLICY & OPERATING REQUIREMENTS

All persons visiting Owner's facilities or projects must comply with the following safety rules in addition to any safety regulations imposed by law. These rules are not intended to encompass every conceivable situation or to contradict any applicable laws, legal duties, or more stringent site-specific rules. As a result, these general safety rules should always be considered subject to such laws, duties, rules and the exercise of reasonable judgment.

1. **MAINTAIN AWARENESS OF THOSE AROUND YOUR VEHICLE AT ALL TIMES.**
2. Establish and maintain eye contact with anyone directing you while backing. **IF, AT ANY TIME, YOU LOSE SIGHT OF ANY PERSON AROUND YOUR VEHICLE, THEN YOU SHOULD STOP IMMEDIATELY.** Do not continue backing until you have located this person and are assured that there is no one else behind your vehicle. You can NEVER assume that a person around your vehicle has seen you or heard you, and you can NEVER assume that anyone will get out of the way. It should be second nature for you to stop in this situation and to remain stopped until it is clearly safe to proceed. **WHEN IN DOUBT, STOP.**
3. An "observer" (also known as a backer or spotter) must be guiding you whenever you are backing. In such situations, a backer should be guiding you the entire time—no matter how little or how far you are backing. If, at any time, a backer is not guiding you as you are backing toward a material transfer vehicle, then you should stop backing immediately.
4. All vehicles with obstructed rear views must be equipped with reverse signal alarms (also known as backup alarms). All such alarms must be in proper working condition and loud enough to be heard above the surrounding noise level. Although backup alarms are meant to warn others that you are moving in reverse, they do not guarantee that everyone will see you, hear you, or get out of your way, nor do they guarantee that all "blind spots" behind your vehicle are clear. Therefore, it is extremely important to STOP and ask for assistance if you need help while backing. Remember: **WHEN IN DOUBT, STOP.**
5. You must obey all speed limits and other traffic control at all facilities.
6. Your headlights must be on at all times, day or night.
7. Do not leave your vehicle unattended, unless it is absolutely necessary. When you do determine that it is absolutely necessary to leave your vehicle unattended, check to ensure that your vehicle is properly secured and that it is safely located.
8. Use extreme care when entering and exiting all facilities and projects.
9. Do not use cell phones or other communication devices at all, unless you are (1) in a building or trailer, (2) in a properly secured, safely located, and completely stopped vehicle that is not performing or waiting to perform operations (for example, you may not use cell phones while loading, unloading, or waiting to load/unload), or (3) receiving, or responding, to instructions related to the work at hand (but only if it is safe to do so).
10. Familiarize yourself with the area in which you are operating your vehicle by becoming aware of, among other things: overhead wires/power lines that could be struck by any part of your vehicle.
11. **Haulers shall clean all tailgates and securely fasten a tarp to all loose loads or take any other necessary action to prevent material from escaping from the truck.**

12. **ACCIDENT/SPILL REPORTING:** Any accident with another vehicle or stationary object, or any material spill while laden with Owner's products must be reported to the Owner immediately. Any accidents or spills should first be reported to the proper authorities.
13. **Hauler shall comply with all applicable weight regulations and inspect all loads prior leaving or entering Owner's projects or facilities. No driver shall leave or enter Owner's projects or facilities with an overweight, unsecured or unsafe load.**
14. **PERSONAL PROTECTIVE EQUIPMENT:** Hauler shall instruct and require all of its employees to comply with Owner's Personal Protective Equipment ("PPE") requirements. The PPE requirements include the following:

Job/Operation	Type of Hazard(s)	PPE Required
Driver	Head Hazard – impact	Hard Hat
Driver	Foot Hazard – impact	Steel Toe Shoes
Driver	Face/Eye Hazard – impact & dust	Safety Glasses
Driver	Skin Hazard - abrasion	Sleeved Shirt & Long Pants
Driver	Face – liquid spray	Face Shield
Driver	Hands – abrasion & burns	Gloves (Elbow Length–Liquid AC)

-

**CADILLAC ASPHALT LLC, MICHIGAN MATERAILS & AGGREGATES CO, AND
MICHIGAN PAVING AND MATERIALS CO.**

HAZARD TRAINING & RECOGNITION CHECKLIST

Valid for one year unless operating conditions change requiring revised training

Persons delivering goods, performing services, collecting material, or visiting and inspecting this property and who are not regular employees, may encounter certain hazards during that time. Under the requirements of the Federal Mine Safety and Health Act of 1977 (**30 CFR, Part 46**) as well as company safety procedures, such persons must be made aware of site specific hazards and any applicable safety procedures or rules. **All Contractors/Sub-Contractors performing services on mine properties are responsible for compliance with Part 46 of the Code of Federal Regulations (CFR 30) for Mineral Resources.**

During your time on Stoneco’s property, please observe all posted rules and regulations, including speed limits, and carefully follow all verbal instructions given by plant management or other authorized personnel. Immediately report to your trainer or plant supervisory personnel any suspected hazard you may encounter.

Your access is limited to designated areas. You are not cleared or trained for other areas on this mine.

HAZARDS YOU

MAY ENCOUNTER

PROCEDURES/RULES FOR AVOIDING INJURY

- | | |
|---|--|
| <ul style="list-style-type: none"> () Moving Equipment () Power Lines () Right of Way () Moving Machinery
 () Noise () Eye Protection
 () Tripping and Falling () Injury from Lifting () Falling Objects
 () Fire or Explosion
 () Welding Fumes or Engine Exhaust () Welding Flash () Tools () Weather
 () Blasting () Ground Control
 () Seat Belts () Life Jackets () Customer Trucks
 () Emergency | <p>Be alert and remain clear of moving equipment. Make sure the operator knows you are there. Be Aware of any special traffic or driving hazards. Never Park in front or behind stationary equipment.</p> <p>Note position of overhead power lines. Do not operate lifting devices within 10 feet of overhead cables</p> <p>Haul trucks, loaders and water trucks always have the right of way.</p> <p>Be alert and remain clear of moving machinery. Do not work around any moving machine, or perform work on any machine that has not been stopped and blocked to make it safe from movement. If the machine is powered by electricity, then the electrical power source should be off locked out and tagged.</p> <p>Wear hearing protection in posted areas and other areas if appropriate.</p> <p>Always wear Safety glasses, and also goggles or a face shield in conjunction with safety glasses when appropriate.</p> <p>Exercise care when getting in and out of your vehicle, and when stepping over or around any obstacle. Use handrails on stairs and walkways. Use fall protection equipment where appropriate.</p> <p>Use correct lifting procedures to avoid injury, and enlist aid in lifting heavy or awkward objects.</p> <p>Wear hardhat at all times. Inspect the area above where you will be working; wear hard-toed safety shoes to protect your feet.</p> <p>Do not smoke or use flame-producing devices. Obey “No Smoking or Open Flame” signs in the areas where flammables exist.</p> <p>Avoid areas where welding fumes or engine exhausts are present until properly ventilated.</p> <p>Avoid area where operations are being conducted, and do not look at flash.</p> <p>Plan your work. Always select and use the correct tool(s) for the work on hand.</p> <p>Avoid working outside during extreme weather conditions such as thunderstorms, heavy rain, hail or high winds. Make sure that snow and ice have been removed or covered with material to give a safe footing.</p> <p>Be alert and remain clear of the blasting area. Heed the warning siren.</p> <p>Do not attempt to enter any are where unsafe ground conditions or high walls exist. Mobile equipment in unsafe areas must be moved or towed to a safe area prior to servicing.</p> <p>Where provided, seat belt usage is mandatory at all times while on company property.</p> <p>When traveling or working over water, coastguard approved life jackets must be available and used.</p> <p>Customer must remain in their vehicles or in a designated safe are while in load out area.</p> <p>In the event of an emergency our designated assembly area is available by location see attached maps.</p> |
|---|--|

SCHEDULE 2

PRICING SCHEDULE

No charge by Owner to User for pulling Owner's trailer.

Owner to pay User hauling rates for daily use as per Owner various hauls and their rates.

COVERED AFFILIATES

The corporate affiliates of Michigan Paving and Materials Company include Cadillac Asphalt, LLC, Michigan Aggregates & Materials Co., Stoneco Inc. and any other entity in which these companies have or acquire an ownership interest.

SCHEDULE 3

FHWA-1273 -- Revised May 1, 2012

REQUIRED CONTRACT PROVISIONS FEDERAL-AID CONSTRUCTION CONTRACTS

- I. General
- II. Nondiscrimination
- III. Nonsegregated Facilities
- IV. Davis-Bacon and Related Act Provisions
- V. Contract Work Hours and Safety Standards Act Provisions
- VI. Subletting or Assigning the Contract
- VII. Safety: Accident Prevention
- VIII. False Statements Concerning Highway Projects
- IX. Implementation of Clean Air Act and Federal Water Pollution Control Act
- X. Compliance with Governmentwide Suspension and Debarment Requirements
- XI. Certification Regarding Use of Contract Funds for Lobbying

ATTACHMENTS

A. Employment and Materials Preference for Appalachian Development Highway System or Appalachian Local Access Road Contracts (included in Appalachian contracts only)

I. GENERAL

1. Form FHWA-1273 must be physically incorporated in each construction contract funded under Title 23 (excluding emergency contracts solely intended for debris removal). The contractor (or subcontractor) must insert this form in each subcontract and further require its inclusion in all lower tier subcontracts (excluding purchase orders, rental agreements and other agreements for supplies or services).

The applicable requirements of Form FHWA-1273 are incorporated by reference for work done under any purchase order, rental agreement or agreement for other services. The prime contractor shall be responsible for compliance by any subcontractor, lower-tier subcontractor or service provider.

Form FHWA-1273 must be included in all Federal-aid design-build contracts, in all subcontracts and in lower tier subcontracts (excluding subcontracts for design services, purchase orders, rental agreements and other agreements for supplies or services). The design-builder shall be responsible for compliance by any subcontractor, lower-tier subcontractor or service provider.

Contracting agencies may reference Form FHWA-1273 in bid proposal or request for proposal documents, however, the Form FHWA-1273 must be physically incorporated (not referenced) in all contracts, subcontracts and lower-tier subcontracts (excluding purchase orders, rental agreements and other agreements for supplies or services related to a construction contract).

2. Subject to the applicability criteria noted in the following sections, these contract provisions shall apply to all work performed on the contract by the contractor's own organization and with the assistance of workers under the contractor's immediate superintendence and to all work performed on the contract by piecework, station work, or by subcontract.

3. A breach of any of the stipulations contained in these Required Contract Provisions may be sufficient grounds for withholding of progress payments, withholding of final payment, termination of the contract, suspension / debarment or any other action determined to be appropriate by the contracting agency and FHWA.

4. Selection of Labor: During the performance of this contract, the contractor shall not use convict labor for any purpose within the limits of a construction project on a Federal-aid highway unless it is labor performed by convicts who are on parole, supervised release, or probation. The term Federal-aid highway does not include roadways functionally classified as local roads or rural minor collectors.

II. NONDISCRIMINATION

The provisions of this section related to 23 CFR Part 230 are applicable to all Federal-aid construction contracts and to all related construction subcontracts of \$10,000 or more. The provisions of 23 CFR Part 230 are not applicable to material supply, engineering, or architectural service contracts.

In addition, the contractor and all subcontractors must comply with the following policies: Executive Order 11246, 41 CFR 60, 29 CFR 1625-1627, Title 23 USC Section 140, the Rehabilitation Act of 1973, as amended (29 USC 794), Title VI of the Civil Rights Act of 1964, as amended, and related regulations including 49 CFR Parts 21, 26 and 27; and 23 CFR Parts 200, 230, and 633.

The contractor and all subcontractors must comply with: the requirements of the Equal Opportunity Clause in 41 CFR 60-1.4(b) and, for all construction contracts exceeding \$10,000, the Standard Federal Equal Employment Opportunity Construction Contract Specifications in 41 CFR 60-4.3.

Note: The U.S. Department of Labor has exclusive authority to determine compliance with Executive Order 11246 and the policies of the Secretary of Labor including 41 CFR 60, and 29 CFR 1625-1627. The contracting agency and the FHWA have the authority and the responsibility to ensure compliance with Title 23 USC Section 140, the Rehabilitation Act of 1973, as amended (29 USC 794), and Title VI of the Civil Rights Act of 1964, as amended, and related regulations including 49 CFR Parts 21, 26 and 27; and 23 CFR Parts 200, 230, and 633.

The following provision is adopted from 23 CFR 230, Appendix A, with appropriate revisions to conform to the U.S. Department of Labor (US DOL) and FHWA requirements.

1. Equal Employment Opportunity: Equal employment opportunity (EEO) requirements not to discriminate and to take affirmative action to assure equal opportunity as set forth under laws, executive orders, rules, regulations (28 CFR 35, 29 CFR 1630, 29 CFR 1625-1627, 41 CFR 60 and 49 CFR 27) and orders of the Secretary of Labor as modified by the provisions prescribed herein, and imposed pursuant to 23 U.S.C. 140 shall constitute the EEO and specific affirmative action standards for the contractor's project activities under

SCHEDULE 3

this contract. The provisions of the Americans with Disabilities Act of 1990 (42 U.S.C. 12101 et seq.) set forth under 28 CFR 35 and 29 CFR 1630 are incorporated by reference in this contract. In the execution of this contract, the contractor agrees to comply with the following minimum specific requirement activities of EEO:

a. The contractor will work with the contracting agency and the Federal Government to ensure that it has made every good faith effort to provide equal opportunity with respect to all of its terms and conditions of employment and in their review of activities under the contract.

b. The contractor will accept as its operating policy the following statement:

"It is the policy of this Company to assure that applicants are employed, and that employees are treated during employment, without regard to their race, religion, sex, color, national origin, age or disability. Such action shall include: employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship, pre-apprenticeship, and/or on-the-job training."

2. EEO Officer: The contractor will designate and make known to the contracting officers an EEO Officer who will have the responsibility for and must be capable of effectively administering and promoting an active EEO program and who must be assigned adequate authority and responsibility to do so.

3. Dissemination of Policy: All members of the contractor's staff who are authorized to hire, supervise, promote, and discharge employees, or who recommend such action, or who are substantially involved in such action, will be made fully cognizant of, and will implement, the contractor's EEO policy and contractual responsibilities to provide EEO in each grade and classification of employment. To ensure that the above agreement will be met, the following actions will be taken as a minimum:

a. Periodic meetings of supervisory and personnel office employees will be conducted before the start of work and then not less often than once every six months, at which time the contractor's EEO policy and its implementation will be reviewed and explained. The meetings will be conducted by the EEO Officer.

b. All new supervisory or personnel office employees will be given a thorough indoctrination by the EEO Officer, covering all major aspects of the contractor's EEO obligations within thirty days following their reporting for duty with the contractor.

c. All personnel who are engaged in direct recruitment for the project will be instructed by the EEO Officer in the contractor's procedures for locating and hiring minorities and women.

d. Notices and posters setting forth the contractor's EEO policy will be placed in areas readily accessible to employees, applicants for employment and potential employees.

e. The contractor's EEO policy and the procedures to implement such policy will be brought to the attention of employees by means of meetings, employee handbooks, or other appropriate means.

4. Recruitment: When advertising for employees, the contractor will include in all advertisements for employees the notation: "An Equal Opportunity Employer." All such advertisements will be placed in publications having a large circulation among minorities and women in the area from which the project work force would normally be derived.

a. The contractor will, unless precluded by a valid bargaining agreement, conduct systematic and direct recruitment through public and private employee referral sources likely to yield qualified minorities and women. To meet this requirement, the contractor will identify sources of potential minority group employees, and establish with such identified sources procedures whereby minority and women applicants may be referred to the contractor for employment consideration.

b. In the event the contractor has a valid bargaining agreement providing for exclusive hiring hall referrals, the contractor is expected to observe the provisions of that agreement to the extent that the system meets the contractor's compliance with EEO contract provisions. Where implementation of such an agreement has the effect of discriminating against minorities or women, or obligates the contractor to do the same, such implementation violates Federal nondiscrimination provisions.

c. The contractor will encourage its present employees to refer minorities and women as applicants for employment. Information and procedures with regard to referring such applicants will be discussed with employees.

5. Personnel Actions: Wages, working conditions, and employee benefits shall be established and administered, and personnel actions of every type, including hiring, upgrading, promotion, transfer, demotion, layoff, and termination, shall be taken without regard to race, color, religion, sex, national origin, age or disability. The following procedures shall be followed:

a. The contractor will conduct periodic inspections of project sites to insure that working conditions and employee facilities do not indicate discriminatory treatment of project site personnel.

b. The contractor will periodically evaluate the spread of wages paid within each classification to determine any evidence of discriminatory wage practices.

c. The contractor will periodically review selected personnel actions in depth to determine whether there is evidence of discrimination. Where evidence is found, the contractor will promptly take corrective action. If the review indicates that the discrimination may extend beyond the actions reviewed, such corrective action shall include all affected persons.

d. The contractor will promptly investigate all complaints of alleged discrimination made to the contractor in connection with its obligations under this contract, will attempt to resolve such complaints, and will take appropriate corrective action within a reasonable time. If the investigation indicates that the discrimination may affect persons other than the complainant, such corrective action shall include such other persons. Upon completion of each investigation, the contractor will inform every complainant of all of their avenues of appeal.

6. Training and Promotion:

a. The contractor will assist in locating, qualifying, and increasing the skills of minorities and women who are

SCHEDULE 3

applicants for employment or current employees. Such efforts should be aimed at developing full journey level status employees in the type of trade or job classification involved.

b. Consistent with the contractor's work force requirements and as permissible under Federal and State regulations, the contractor shall make full use of training programs, i.e., apprenticeship, and on-the-job training programs for the geographical area of contract performance. In the event a special provision for training is provided under this contract, this subparagraph will be superseded as indicated in the special provision. The contracting agency may reserve training positions for persons who receive welfare assistance in accordance with 23 U.S.C. 140(a).

c. The contractor will advise employees and applicants for employment of available training programs and entrance requirements for each.

d. The contractor will periodically review the training and promotion potential of employees who are minorities and women and will encourage eligible employees to apply for such training and promotion.

7. Unions: If the contractor relies in whole or in part upon unions as a source of employees, the contractor will use good faith efforts to obtain the cooperation of such unions to increase opportunities for minorities and women. Actions by the contractor, either directly or through a contractor's association acting as agent, will include the procedures set forth below:

a. The contractor will use good faith efforts to develop, in cooperation with the unions, joint training programs aimed toward qualifying more minorities and women for membership in the unions and increasing the skills of minorities and women so that they may qualify for higher paying employment.

b. The contractor will use good faith efforts to incorporate an EEO clause into each union agreement to the end that such union will be contractually bound to refer applicants without regard to their race, color, religion, sex, national origin, age or disability.

c. The contractor is to obtain information as to the referral practices and policies of the labor union except that to the extent such information is within the exclusive possession of the labor union and such labor union refuses to furnish such information to the contractor, the contractor shall so certify to the contracting agency and shall set forth what efforts have been made to obtain such information.

d. In the event the union is unable to provide the contractor with a reasonable flow of referrals within the time limit set forth in the collective bargaining agreement, the contractor will, through independent recruitment efforts, fill the employment vacancies without regard to race, color, religion, sex, national origin, age or disability; making full efforts to obtain qualified and/or qualifiable minorities and women. The failure of a union to provide sufficient referrals (even though it is obligated to provide exclusive referrals under the terms of a collective bargaining agreement) does not relieve the contractor from the requirements of this paragraph. In the event the union referral practice prevents the contractor from meeting the obligations pursuant to Executive Order 11246, as amended, and these special provisions, such contractor shall immediately notify the contracting agency.

8. Reasonable Accommodation for Applicants / Employees with Disabilities: The contractor must be familiar

with the requirements for and comply with the Americans with Disabilities Act and all rules and regulations established there under. Employers must provide reasonable accommodation in all employment activities unless to do so would cause an undue hardship.

9. Selection of Subcontractors, Procurement of Materials and Leasing of Equipment: The contractor shall not discriminate on the grounds of race, color, religion, sex, national origin, age or disability in the selection and retention of subcontractors, including procurement of materials and leases of equipment. The contractor shall take all necessary and reasonable steps to ensure nondiscrimination in the administration of this contract.

a. The contractor shall notify all potential subcontractors and suppliers and lessors of their EEO obligations under this contract.

b. The contractor will use good faith efforts to ensure subcontractor compliance with their EEO obligations.

10. Assurance Required by 49 CFR 26.13(b):

a. The requirements of 49 CFR Part 26 and the State DOT's U.S. DOT-approved DBE program are incorporated by reference.

b. The contractor or subcontractor shall not discriminate on the basis of race, color, national origin, or sex in the performance of this contract. The contractor shall carry out applicable requirements of 49 CFR Part 26 in the award and administration of DOT-assisted contracts. Failure by the contractor to carry out these requirements is a material breach of this contract, which may result in the termination of this contract or such other remedy as the contracting agency deems appropriate.

11. Records and Reports: The contractor shall keep such records as necessary to document compliance with the EEO requirements. Such records shall be retained for a period of three years following the date of the final payment to the contractor for all contract work and shall be available at reasonable times and places for inspection by authorized representatives of the contracting agency and the FHWA.

a. The records kept by the contractor shall document the following:

(1) The number and work hours of minority and non-minority group members and women employed in each work classification on the project;

(2) The progress and efforts being made in cooperation with unions, when applicable, to increase employment opportunities for minorities and women; and

(3) The progress and efforts being made in locating, hiring, training, qualifying, and upgrading minorities and women;

b. The contractors and subcontractors will submit an annual report to the contracting agency each July for the duration of the project, indicating the number of minority, women, and non-minority group employees currently engaged in each work classification required by the contract work. This information is to be reported on [Form FHWA-1391](#). The staffing data should represent the project work force on board in all or any part of the last payroll period preceding the end of July. If on-the-job training is being required by special provision, the contractor

SCHEDULE 3

will be required to collect and report training data. The employment data should reflect the work force on board during all or any part of the last payroll period preceding the end of July.

III. NONSEGREGATED FACILITIES

This provision is applicable to all Federal-aid construction contracts and to all related construction subcontracts of \$10,000 or more.

The contractor must ensure that facilities provided for employees are provided in such a manner that segregation on the basis of race, color, religion, sex, or national origin cannot result. The contractor may neither require such segregated use by written or oral policies nor tolerate such use by employee custom. The contractor's obligation extends further to ensure that its employees are not assigned to perform their services at any location, under the contractor's control, where the facilities are segregated. The term "facilities" includes waiting rooms, work areas, restaurants and other eating areas, time clocks, restrooms, washrooms, locker rooms, and other storage or dressing areas, parking lots, drinking fountains, recreation or entertainment areas, transportation, and housing provided for employees. The contractor shall provide separate or single-user restrooms and necessary dressing or sleeping areas to assure privacy between sexes.

IV. DAVIS-BACON AND RELATED ACT PROVISIONS

This section is applicable to all Federal-aid construction projects exceeding \$2,000 and to all related subcontracts and lower-tier subcontracts (regardless of subcontract size). The requirements apply to all projects located within the right-of-way of a roadway that is functionally classified as Federal-aid highway. This excludes roadways functionally classified as local roads or rural minor collectors, which are exempt. Contracting agencies may elect to apply these requirements to other projects.

The following provisions are from the U.S. Department of Labor regulations in 29 CFR 5.5 "Contract provisions and related matters" with minor revisions to conform to the FHWA-1273 format and FHWA program requirements.

1. Minimum wages

a. All laborers and mechanics employed or working upon the site of the work, will be paid unconditionally and not less often than once a week, and without subsequent deduction or rebate on any account (except such payroll deductions as are permitted by regulations issued by the Secretary of Labor under the Copeland Act (29 CFR part 3)), the full amount of wages and bona fide fringe benefits (or cash equivalents thereof) due at time of payment computed at rates not less than those contained in the wage determination of the Secretary of Labor which is attached hereto and made a part hereof, regardless of any contractual relationship which may be alleged to exist between the contractor and such laborers and mechanics.

Contributions made or costs reasonably anticipated for bona fide fringe benefits under section 1(b)(2) of the Davis-Bacon Act on behalf of laborers or mechanics are considered wages paid to such laborers or mechanics, subject to the provisions

of paragraph 1.d. of this section; also, regular contributions made or costs incurred for more than a weekly period (but not less often than quarterly) under plans, funds, or programs which cover the particular weekly period, are deemed to be constructively made or incurred during such weekly period. Such laborers and mechanics shall be paid the appropriate wage rate and fringe benefits on the wage determination for the classification of work actually performed, without regard to skill, except as provided in 29 CFR 5.5(a)(4). Laborers or mechanics performing work in more than one classification may be compensated at the rate specified for each classification for the time actually worked therein: Provided, That the employer's payroll records accurately set forth the time spent in each classification in which work is performed. The wage determination (including any additional classification and wage rates conformed under paragraph 1.b. of this section) and the Davis-Bacon poster (WH-1321) shall be posted at all times by the contractor and its subcontractors at the site of the work in a prominent and accessible place where it can be easily seen by the workers.

b.(1) The contracting officer shall require that any class of laborers or mechanics, including helpers, which is not listed in the wage determination and which is to be employed under the contract shall be classified in conformance with the wage determination. The contracting officer shall approve an additional classification and wage rate and fringe benefits therefore only when the following criteria have been met:

(i) The work to be performed by the classification requested is not performed by a classification in the wage determination; and

(ii) The classification is utilized in the area by the construction industry; and

(iii) The proposed wage rate, including any bona fide fringe benefits, bears a reasonable relationship to the wage rates contained in the wage determination.

(2) If the contractor and the laborers and mechanics to be employed in the classification (if known), or their representatives, and the contracting officer agree on the classification and wage rate (including the amount designated for fringe benefits where appropriate), a report of the action taken shall be sent by the contracting officer to the Administrator of the Wage and Hour Division, Employment Standards Administration, U.S. Department of Labor, Washington, DC 20210. The Administrator, or an authorized representative, will approve, modify, or disapprove every additional classification action within 30 days of receipt and so advise the contracting officer or will notify the contracting officer within the 30-day period that additional time is necessary.

(3) In the event the contractor, the laborers or mechanics to be employed in the classification or their representatives, and the contracting officer do not agree on the proposed classification and wage rate (including the amount designated for fringe benefits, where appropriate), the contracting officer shall refer the questions, including the views of all interested parties and the recommendation of the contracting officer, to the Wage and Hour Administrator for determination. The Wage and Hour Administrator, or an authorized representative, will issue a determination within 30 days of receipt and so advise the contracting officer or

SCHEDULE 3

will notify the contracting officer within the 30-day period that additional time is necessary.

(4) The wage rate (including fringe benefits where appropriate) determined pursuant to paragraphs 1.b.(2) or 1.b.(3) of this section, shall be paid to all workers performing work in the classification under this contract from the first day on which work is performed in the classification.

c. Whenever the minimum wage rate prescribed in the contract for a class of laborers or mechanics includes a fringe benefit which is not expressed as an hourly rate, the contractor shall either pay the benefit as stated in the wage determination or shall pay another bona fide fringe benefit or an hourly cash equivalent thereof.

d. If the contractor does not make payments to a trustee or other third person, the contractor may consider as part of the wages of any laborer or mechanic the amount of any costs reasonably anticipated in providing bona fide fringe benefits under a plan or program. Provided, That the Secretary of Labor has found, upon the written request of the contractor, that the applicable standards of the Davis-Bacon Act have been met. The Secretary of Labor may require the contractor to set aside in a separate account assets for the meeting of obligations under the plan or program.

2. Withholding

The contracting agency shall upon its own action or upon written request of an authorized representative of the Department of Labor, withhold or cause to be withheld from the contractor under this contract, or any other Federal contract with the same prime contractor, or any other federally-assisted contract subject to Davis-Bacon prevailing wage requirements, which is held by the same prime contractor, so much of the accrued payments or advances as may be considered necessary to pay laborers and mechanics, including apprentices, trainees, and helpers, employed by the contractor or any subcontractor the full amount of wages required by the contract. In the event of failure to pay any laborer or mechanic, including any apprentice, trainee, or helper, employed or working on the site of the work, all or part of the wages required by the contract, the contracting agency may, after written notice to the contractor, take such action as may be necessary to cause the suspension of any further payment, advance, or guarantee of funds until such violations have ceased.

3. Payrolls and basic records

a. Payrolls and basic records relating thereto shall be maintained by the contractor during the course of the work and preserved for a period of three years thereafter for all laborers and mechanics working at the site of the work. Such records shall contain the name, address, and social security number of each such worker, his or her correct classification, hourly rates of wages paid (including rates of contributions or costs anticipated for bona fide fringe benefits or cash equivalents thereof of the types described in section 1(b)(2)(B) of the Davis-Bacon Act), daily and weekly number of hours worked, deductions made and actual wages paid. Whenever the Secretary of Labor has found under 29 CFR 5.5(a)(1)(iv) that the wages of any laborer or mechanic include the amount of any costs reasonably anticipated in providing benefits under a plan or program described in section 1(b)(2)(B) of the Davis-

Bacon Act, the contractor shall maintain records which show that the commitment to provide such benefits is enforceable, that the plan or program is financially responsible, and that the plan or program has been communicated in writing to the laborers or mechanics affected, and records which show the costs anticipated or the actual cost incurred in providing such benefits. Contractors employing apprentices or trainees under approved programs shall maintain written evidence of the registration of apprenticeship programs and certification of trainee programs, the registration of the apprentices and trainees, and the ratios and wage rates prescribed in the applicable programs.

b.(1) The contractor shall submit weekly for each week in which any contract work is performed a copy of all payrolls to the contracting agency. The payrolls submitted shall set out accurately and completely all of the information required to be maintained under 29 CFR 5.5(a)(3)(i), except that full social security numbers and home addresses shall not be included on weekly transmittals. Instead the payrolls shall only need to include an individually identifying number for each employee (e.g., the last four digits of the employee's social security number). The required weekly payroll information may be submitted in any form desired. Optional Form WH-347 is available for this purpose from the Wage and Hour Division Web site at <http://www.dol.gov/esa/whd/forms/wh347instr.htm> or its successor site. The prime contractor is responsible for the submission of copies of payrolls by all subcontractors. Contractors and subcontractors shall maintain the full social security number and current address of each covered worker, and shall provide them upon request to the contracting agency for transmission to the State DOT, the FHWA or the Wage and Hour Division of the Department of Labor for purposes of an investigation or audit of compliance with prevailing wage requirements. It is not a violation of this section for a prime contractor to require a subcontractor to provide addresses and social security numbers to the prime contractor for its own records, without weekly submission to the contracting agency..

(2) Each payroll submitted shall be accompanied by a "Statement of Compliance," signed by the contractor or subcontractor or his or her agent who pays or supervises the payment of the persons employed under the contract and shall certify the following:

(i) That the payroll for the payroll period contains the information required to be provided under §5.5 (a)(3)(ii) of Regulations, 29 CFR part 5, the appropriate information is being maintained under §5.5 (a)(3)(i) of Regulations, 29 CFR part 5, and that such information is correct and complete;

(ii) That each laborer or mechanic (including each helper, apprentice, and trainee) employed on the contract during the payroll period has been paid the full weekly wages earned, without rebate, either directly or indirectly, and that no deductions have been made either directly or indirectly from the full wages earned, other than permissible deductions as set forth in Regulations, 29 CFR part 3;

(iii) That each laborer or mechanic has been paid not less than the applicable wage rates and fringe benefits or cash equivalents for the classification of work performed, as specified in the applicable wage determination incorporated into the contract.

SCHEDULE 3

(3) The weekly submission of a properly executed certification set forth on the reverse side of Optional Form WH-347 shall satisfy the requirement for submission of the "Statement of Compliance" required by paragraph 3.b.(2) of this section.

(4) The falsification of any of the above certifications may subject the contractor or subcontractor to civil or criminal prosecution under section 1001 of title 18 and section 231 of title 31 of the United States Code.

c. The contractor or subcontractor shall make the records required under paragraph 3.a. of this section available for inspection, copying, or transcription by authorized representatives of the contracting agency, the State DOT, the FHWA, or the Department of Labor, and shall permit such representatives to interview employees during working hours on the job. If the contractor or subcontractor fails to submit the required records or to make them available, the FHWA may, after written notice to the contractor, the contracting agency or the State DOT, take such action as may be necessary to cause the suspension of any further payment, advance, or guarantee of funds. Furthermore, failure to submit the required records upon request or to make such records available may be grounds for debarment action pursuant to 29 CFR 5.12.

4. Apprentices and trainees

a. Apprentices (programs of the USDOL).

Apprentices will be permitted to work at less than the predetermined rate for the work they performed when they are employed pursuant to and individually registered in a bona fide apprenticeship program registered with the U.S. Department of Labor, Employment and Training Administration, Office of Apprenticeship Training, Employer and Labor Services, or with a State Apprenticeship Agency recognized by the Office, or if a person is employed in his or her first 90 days of probationary employment as an apprentice in such an apprenticeship program, who is not individually registered in the program, but who has been certified by the Office of Apprenticeship Training, Employer and Labor Services or a State Apprenticeship Agency (where appropriate) to be eligible for probationary employment as an apprentice.

The allowable ratio of apprentices to journeymen on the job site in any craft classification shall not be greater than the ratio permitted to the contractor as to the entire work force under the registered program. Any worker listed on a payroll at an apprentice wage rate, who is not registered or otherwise employed as stated above, shall be paid not less than the applicable wage rate on the wage determination for the classification of work actually performed. In addition, any apprentice performing work on the job site in excess of the ratio permitted under the registered program shall be paid not less than the applicable wage rate on the wage determination for the work actually performed. Where a contractor is performing construction on a project in a locality other than that in which its program is registered, the ratios and wage rates (expressed in percentages of the journeyman's hourly rate) specified in the contractor's or subcontractor's registered program shall be observed.

Every apprentice must be paid at not less than the rate specified in the registered program for the apprentice's level of progress, expressed as a percentage of the journeymen hourly

rate specified in the applicable wage determination. Apprentices shall be paid fringe benefits in accordance with the provisions of the apprenticeship program. If the apprenticeship program does not specify fringe benefits, apprentices must be paid the full amount of fringe benefits listed on the wage determination for the applicable classification. If the Administrator determines that a different practice prevails for the applicable apprentice classification, fringes shall be paid in accordance with that determination.

In the event the Office of Apprenticeship Training, Employer and Labor Services, or a State Apprenticeship Agency recognized by the Office, withdraws approval of an apprenticeship program, the contractor will no longer be permitted to utilize apprentices at less than the applicable predetermined rate for the work performed until an acceptable program is approved.

b. Trainees (programs of the USDOL).

Except as provided in 29 CFR 5.16, trainees will not be permitted to work at less than the predetermined rate for the work performed unless they are employed pursuant to and individually registered in a program which has received prior approval, evidenced by formal certification by the U.S. Department of Labor, Employment and Training Administration.

The ratio of trainees to journeymen on the job site shall not be greater than permitted under the plan approved by the Employment and Training Administration.

Every trainee must be paid at not less than the rate specified in the approved program for the trainee's level of progress, expressed as a percentage of the journeyman hourly rate specified in the applicable wage determination. Trainees shall be paid fringe benefits in accordance with the provisions of the trainee program. If the trainee program does not mention fringe benefits, trainees shall be paid the full amount of fringe benefits listed on the wage determination unless the Administrator of the Wage and Hour Division determines that there is an apprenticeship program associated with the corresponding journeyman wage rate on the wage determination which provides for less than full fringe benefits for apprentices. Any employee listed on the payroll at a trainee rate who is not registered and participating in a training plan approved by the Employment and Training Administration shall be paid not less than the applicable wage rate on the wage determination for the classification of work actually performed. In addition, any trainee performing work on the job site in excess of the ratio permitted under the registered program shall be paid not less than the applicable wage rate on the wage determination for the work actually performed.

In the event the Employment and Training Administration withdraws approval of a training program, the contractor will no longer be permitted to utilize trainees at less than the applicable predetermined rate for the work performed until an acceptable program is approved.

c. Equal employment opportunity. The utilization of apprentices, trainees and journeymen under this part shall be in conformity with the equal employment opportunity requirements of Executive Order 11246, as amended, and 29 CFR part 30.

SCHEDULE 3

d. Apprentices and Trainees (programs of the U.S. DOT).

Apprentices and trainees working under apprenticeship and skill training programs which have been certified by the Secretary of Transportation as promoting EEO in connection with Federal-aid highway construction programs are not subject to the requirements of paragraph 4 of this Section IV. The straight time hourly wage rates for apprentices and trainees under such programs will be established by the particular programs. The ratio of apprentices and trainees to journeymen shall not be greater than permitted by the terms of the particular program.

5. Compliance with Copeland Act requirements. The contractor shall comply with the requirements of 29 CFR part 3, which are incorporated by reference in this contract.

6. Subcontracts. The contractor or subcontractor shall insert Form FHWA-1273 in any subcontracts and also require the subcontractors to include Form FHWA-1273 in any lower tier subcontracts. The prime contractor shall be responsible for the compliance by any subcontractor or lower tier subcontractor with all the contract clauses in 29 CFR 5.5.

7. Contract termination: debarment. A breach of the contract clauses in 29 CFR 5.5 may be grounds for termination of the contract, and for debarment as a contractor and a subcontractor as provided in 29 CFR 5.12.

8. Compliance with Davis-Bacon and Related Act requirements. All rulings and interpretations of the Davis-Bacon and Related Acts contained in 29 CFR parts 1, 3, and 5 are herein incorporated by reference in this contract.

9. Disputes concerning labor standards. Disputes arising out of the labor standards provisions of this contract shall not be subject to the general disputes clause of this contract. Such disputes shall be resolved in accordance with the procedures of the Department of Labor set forth in 29 CFR parts 5, 6, and 7. Disputes within the meaning of this clause include disputes between the contractor (or any of its subcontractors) and the contracting agency, the U.S. Department of Labor, or the employees or their representatives.

10. Certification of eligibility.

a. By entering into this contract, the contractor certifies that neither it (nor he or she) nor any person or firm who has an interest in the contractor's firm is a person or firm ineligible to be awarded Government contracts by virtue of section 3(a) of the Davis-Bacon Act or 29 CFR 5.12(a)(1).

b. No part of this contract shall be subcontracted to any person or firm ineligible for award of a Government contract by virtue of section 3(a) of the Davis-Bacon Act or 29 CFR 5.12(a)(1).

c. The penalty for making false statements is prescribed in the U.S. Criminal Code, 18 U.S.C. 1001.

V. CONTRACT WORK HOURS AND SAFETY STANDARDS ACT

The following clauses apply to any Federal-aid construction contract in an amount in excess of \$100,000 and subject to the overtime provisions of the Contract Work Hours and Safety Standards Act. These clauses shall be inserted in addition to the clauses required by 29 CFR 5.5(a) or 29 CFR 4.6. As used in this paragraph, the terms laborers and mechanics include watchmen and guards.

1. Overtime requirements. No contractor or subcontractor contracting for any part of the contract work which may require or involve the employment of laborers or mechanics shall require or permit any such laborer or mechanic in any workweek in which he or she is employed on such work to work in excess of forty hours in such workweek unless such laborer or mechanic receives compensation at a rate not less than one and one-half times the basic rate of pay for all hours worked in excess of forty hours in such workweek.

2. Violation; liability for unpaid wages; liquidated damages. In the event of any violation of the clause set forth in paragraph (1.) of this section, the contractor and any subcontractor responsible therefor shall be liable for the unpaid wages. In addition, such contractor and subcontractor shall be liable to the United States (in the case of work done under contract for the District of Columbia or a territory, to such District or to such territory), for liquidated damages. Such liquidated damages shall be computed with respect to each individual laborer or mechanic, including watchmen and guards, employed in violation of the clause set forth in paragraph (1.) of this section, in the sum of \$10 for each calendar day on which such individual was required or permitted to work in excess of the standard workweek of forty hours without payment of the overtime wages required by the clause set forth in paragraph (1.) of this section.

3. Withholding for unpaid wages and liquidated damages. The FHWA or the contracting agency shall upon its own action or upon written request of an authorized representative of the Department of Labor withhold or cause to be withheld, from any moneys payable on account of work performed by the contractor or subcontractor under any such contract or any other Federal contract with the same prime contractor, or any other federally-assisted contract subject to the Contract Work Hours and Safety Standards Act, which is held by the same prime contractor, such sums as may be determined to be necessary to satisfy any liabilities of such contractor or subcontractor for unpaid wages and liquidated damages as provided in the clause set forth in paragraph (2.) of this section.

4. Subcontracts. The contractor or subcontractor shall insert in any subcontracts the clauses set forth in paragraph (1.) through (4.) of this section and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime contractor shall be responsible for compliance by any subcontractor or lower tier subcontractor with the clauses set forth in paragraphs (1.) through (4.) of this section.

SCHEDULE 3

VI. SUBLETTING OR ASSIGNING THE CONTRACT

This provision is applicable to all Federal-aid construction contracts on the National Highway System.

1. The contractor shall perform with its own organization contract work amounting to not less than 30 percent (or a greater percentage if specified elsewhere in the contract) of the total original contract price, excluding any specialty items designated by the contracting agency. Specialty items may be performed by subcontract and the amount of any such specialty items performed may be deducted from the total original contract price before computing the amount of work required to be performed by the contractor's own organization (23 CFR 635.116).

a. The term "perform work with its own organization" refers to workers employed or leased by the prime contractor, and equipment owned or rented by the prime contractor, with or without operators. Such term does not include employees or equipment of a subcontractor or lower tier subcontractor, agents of the prime contractor, or any other assignees. The term may include payments for the costs of hiring leased employees from an employee leasing firm meeting all relevant Federal and State regulatory requirements. Leased employees may only be included in this term if the prime contractor meets all of the following conditions:

(1) the prime contractor maintains control over the supervision of the day-to-day activities of the leased employees;

(2) the prime contractor remains responsible for the quality of the work of the leased employees;

(3) the prime contractor retains all power to accept or exclude individual employees from work on the project; and

(4) the prime contractor remains ultimately responsible for the payment of predetermined minimum wages, the submission of payrolls, statements of compliance and all other Federal regulatory requirements.

b. "Specialty Items" shall be construed to be limited to work that requires highly specialized knowledge, abilities, or equipment not ordinarily available in the type of contracting organizations qualified and expected to bid or propose on the contract as a whole and in general are to be limited to minor components of the overall contract.

2. The contract amount upon which the requirements set forth in paragraph (1) of Section VI is computed includes the cost of material and manufactured products which are to be purchased or produced by the contractor under the contract provisions.

3. The contractor shall furnish (a) a competent superintendent or supervisor who is employed by the firm, has full authority to direct performance of the work in accordance with the contract requirements, and is in charge of all construction operations (regardless of who performs the work) and (b) such other of its own organizational resources (supervision, management, and engineering services) as the contracting officer determines is necessary to assure the performance of the contract.

4. No portion of the contract shall be sublet, assigned or otherwise disposed of except with the written consent of the contracting officer, or authorized representative, and such consent when given shall not be construed to relieve the contractor of any responsibility for the fulfillment of the contract. Written consent will be given only after the contracting agency has assured that each subcontract is

evidenced in writing and that it contains all pertinent provisions and requirements of the prime contract.

5. The 30% self-performance requirement of paragraph (1) is not applicable to design-build contracts; however, contracting agencies may establish their own self-performance requirements.

VII. SAFETY: ACCIDENT PREVENTION

This provision is applicable to all Federal-aid construction contracts and to all related subcontracts.

1. In the performance of this contract the contractor shall comply with all applicable Federal, State, and local laws governing safety, health, and sanitation (23 CFR 635). The contractor shall provide all safeguards, safety devices and protective equipment and take any other needed actions as it determines, or as the contracting officer may determine, to be reasonably necessary to protect the life and health of employees on the job and the safety of the public and to protect property in connection with the performance of the work covered by the contract.

2. It is a condition of this contract, and shall be made a condition of each subcontract, which the contractor enters into pursuant to this contract, that the contractor and any subcontractor shall not permit any employee, in performance of the contract, to work in surroundings or under conditions which are unsanitary, hazardous or dangerous to his/her health or safety, as determined under construction safety and health standards (29 CFR 1926) promulgated by the Secretary of Labor, in accordance with Section 107 of the Contract Work Hours and Safety Standards Act (40 U.S.C. 3704).

3. Pursuant to 29 CFR 1926.3, it is a condition of this contract that the Secretary of Labor or authorized representative thereof, shall have right of entry to any site of contract performance to inspect or investigate the matter of compliance with the construction safety and health standards and to carry out the duties of the Secretary under Section 107 of the Contract Work Hours and Safety Standards Act (40 U.S.C.3704).

VIII. FALSE STATEMENTS CONCERNING HIGHWAY PROJECTS

This provision is applicable to all Federal-aid construction contracts and to all related subcontracts.

In order to assure high quality and durable construction in conformity with approved plans and specifications and a high degree of reliability on statements and representations made by engineers, contractors, suppliers, and workers on Federal-aid highway projects, it is essential that all persons concerned with the project perform their functions as carefully, thoroughly, and honestly as possible. Willful falsification, distortion, or misrepresentation with respect to any facts related to the project is a violation of Federal law. To prevent any misunderstanding regarding the seriousness of these and similar acts, Form FHWA-1022 shall be posted on each Federal-aid highway project (23 CFR 635) in one or more places where it is readily available to all persons concerned with the project:

18 U.S.C. 1020 reads as follows:

SCHEDULE 3

"Whoever, being an officer, agent, or employee of the United States, or of any State or Territory, or whoever, whether a person, association, firm, or corporation, knowingly makes any false statement, false representation, or false report as to the character, quality, quantity, or cost of the material used or to be used, or the quantity or quality of the work performed or to be performed, or the cost thereof in connection with the submission of plans, maps, specifications, contracts, or costs of construction on any highway or related project submitted for approval to the Secretary of Transportation; or

Whoever knowingly makes any false statement, false representation, false report or false claim with respect to the character, quality, quantity, or cost of any work performed or to be performed, or materials furnished or to be furnished, in connection with the construction of any highway or related project approved by the Secretary of Transportation; or

Whoever knowingly makes any false statement or false representation as to material fact in any statement, certificate, or report submitted pursuant to provisions of the Federal-aid Roads Act approved July 1, 1916, (39 Stat. 355), as amended and supplemented;

Shall be fined under this title or imprisoned not more than 5 years or both."

IX. IMPLEMENTATION OF CLEAN AIR ACT AND FEDERAL WATER POLLUTION CONTROL ACT

This provision is applicable to all Federal-aid construction contracts and to all related subcontracts.

By submission of this bid/proposal or the execution of this contract, or subcontract, as appropriate, the bidder, proposer, Federal-aid construction contractor, or subcontractor, as appropriate, will be deemed to have stipulated as follows:

1. That any person who is or will be utilized in the performance of this contract is not prohibited from receiving an award due to a violation of Section 508 of the Clean Water Act or Section 306 of the Clean Air Act.

2. That the contractor agrees to include or cause to be included the requirements of paragraph (1) of this Section X in every subcontract, and further agrees to take such action as the contracting agency may direct as a means of enforcing such requirements.

X. CERTIFICATION REGARDING DEBARMENT, SUSPENSION, INELIGIBILITY AND VOLUNTARY EXCLUSION

This provision is applicable to all Federal-aid construction contracts, design-build contracts, subcontracts, lower-tier subcontracts, purchase orders, lease agreements, consultant contracts or any other covered transaction requiring FHWA approval or that is estimated to cost \$25,000 or more – as defined in 2 CFR Parts 180 and 1200.

1. Instructions for Certification – First Tier Participants:

a. By signing and submitting this proposal, the prospective first tier participant is providing the certification set out below.

b. The inability of a person to provide the certification set out below will not necessarily result in denial of participation in this

covered transaction. The prospective first tier participant shall submit an explanation of why it cannot provide the certification set out below. The certification or explanation will be considered in connection with the department or agency's determination whether to enter into this transaction. However, failure of the prospective first tier participant to furnish a certification or an explanation shall disqualify such a person from participation in this transaction.

c. The certification in this clause is a material representation of fact upon which reliance was placed when the contracting agency determined to enter into this transaction. If it is later determined that the prospective participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, the contracting agency may terminate this transaction for cause of default.

d. The prospective first tier participant shall provide immediate written notice to the contracting agency to whom this proposal is submitted if any time the prospective first tier participant learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.

e. The terms "covered transaction," "debarred," "suspended," "ineligible," "participant," "person," "principal," and "voluntarily excluded," as used in this clause, are defined in 2 CFR Parts 180 and 1200. "First Tier Covered Transactions" refers to any covered transaction between a grantee or subgrantee of Federal funds and a participant (such as the prime or general contract). "Lower Tier Covered Transactions" refers to any covered transaction under a First Tier Covered Transaction (such as subcontracts). "First Tier Participant" refers to the participant who has entered into a covered transaction with a grantee or subgrantee of Federal funds (such as the prime or general contractor). "Lower Tier Participant" refers any participant who has entered into a covered transaction with a First Tier Participant or other Lower Tier Participants (such as subcontractors and suppliers).

f. The prospective first tier participant agrees by submitting this proposal 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 debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the department or agency entering into this transaction.

g. The prospective first tier participant further agrees by submitting this proposal that it will include the clause titled "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion-Lower Tier Covered Transactions," provided by the department or contracting agency, entering into this covered transaction, without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions exceeding the \$25,000 threshold.

h. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that is not debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant is responsible for ensuring that its principals are not suspended, debarred, or otherwise ineligible to participate in covered transactions. To verify the eligibility of its principals, as well as the eligibility of any lower tier prospective participants, each participant may, but is not required to, check the Excluded Parties List System website (<https://www.epls.gov/>), which is compiled by the General Services Administration.

SCHEDULE 3

i. Nothing contained in the foregoing shall be construed to require the establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and information of the prospective participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.

j. Except for transactions authorized under paragraph (f) of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the Federal Government, the department or agency may terminate this transaction for cause or default.

* * * * *

2. Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion – First Tier Participants:

a. The prospective first tier participant certifies to the best of its knowledge and belief, that it and its principals:

(1) Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participating in covered transactions by any Federal department or agency;

(2) Have not within a three-year period preceding this proposal been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State or local) transaction or contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;

(3) Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (Federal, State or local) with commission of any of the offenses enumerated in paragraph (a)(2) of this certification; and

(4) Have not within a three-year period preceding this application/proposal had one or more public transactions (Federal, State or local) terminated for cause or default.

b. Where the prospective participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this proposal.

2. Instructions for Certification - Lower Tier Participants:

(Applicable to all subcontracts, purchase orders and other lower tier transactions requiring prior FHWA approval or estimated to cost \$25,000 or more - 2 CFR Parts 180 and 1200)

a. By signing and submitting this proposal, the prospective lower tier is providing the certification set out below.

b. 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.

c. The prospective lower tier participant shall provide immediate written notice to the person to which this proposal is submitted if at any time the prospective lower tier participant learns that its certification was erroneous by reason of changed circumstances.

d. The terms "covered transaction," "debarred," "suspended," "ineligible," "participant," "person," "principal," and "voluntarily excluded," as used in this clause, are defined in 2 CFR Parts 180 and 1200. You may contact the person to which this proposal is submitted for assistance in obtaining a copy of those regulations. "First Tier Covered Transactions" refers to any covered transaction between a grantee or subgrantee of Federal funds and a participant (such as the prime or general contract). "Lower Tier Covered Transactions" refers to any covered transaction under a First Tier Covered Transaction (such as subcontracts). "First Tier Participant" refers to the participant who has entered into a covered transaction with a grantee or subgrantee of Federal funds (such as the prime or general contractor). "Lower Tier Participant" refers any participant who has entered into a covered transaction with a First Tier Participant or other Lower Tier Participants (such as subcontractors and suppliers).

e. The prospective lower tier participant agrees by submitting this proposal 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 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.

f. The prospective lower tier participant further agrees by submitting this proposal that it will include this clause titled "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion-Lower Tier Covered Transaction," without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions exceeding the \$25,000 threshold.

g. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that is not debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant is responsible for ensuring that its principals are not suspended, debarred, or otherwise ineligible to participate in covered transactions. To verify the eligibility of its principals, as well as the eligibility of any lower tier prospective participants, each participant may, but is not required to, check the Excluded Parties List System website (<https://www.epls.gov/>), which is compiled by the General Services Administration.

h. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and information of participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.

i. Except for transactions authorized under paragraph e of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the Federal Government, the

SCHEDULE 3

department or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment.

* * * * *

Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion--Lower Tier Participants:

1. The prospective lower tier participant certifies, by submission of this proposal, that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participating in covered transactions by any Federal department or agency.

2. Where the prospective lower tier participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this proposal.

* * * * *

XI. CERTIFICATION REGARDING USE OF CONTRACT FUNDS FOR LOBBYING

This provision is applicable to all Federal-aid construction contracts and to all related subcontracts which exceed \$100,000 (49 CFR 20).

1. The prospective participant certifies, by signing and submitting this bid or proposal, to the best of his or her knowledge and belief, that:

a. 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 any Federal 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.

b. 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 Federal 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.

2. 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 31 U.S.C. 1352. 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.

3. The prospective participant also agrees by submitting its bid or proposal that the participant shall require that the language of this certification be included in all lower tier subcontracts, which exceed \$100,000 and that all such recipients shall certify and disclose accordingly.

SCHEDULE 3

ATTACHMENT A - EMPLOYMENT AND MATERIALS PREFERENCE FOR APPALACHIAN DEVELOPMENT HIGHWAY SYSTEM OR APPALACHIAN LOCAL ACCESS ROAD CONTRACTS

This provision is applicable to all Federal-aid projects funded under the Appalachian Regional Development Act of 1965.

1. During the performance of this contract, the contractor undertaking to do work which is, or reasonably may be, done as on-site work, shall give preference to qualified persons who regularly reside in the labor area as designated by the DOL wherein the contract work is situated, or the subregion, or the Appalachian counties of the State wherein the contract work is situated, except:

a. To the extent that qualified persons regularly residing in the area are not available.

b. For the reasonable needs of the contractor to employ supervisory or specially experienced personnel necessary to assure an efficient execution of the contract work.

c. For the obligation of the contractor to offer employment to present or former employees as the result of a lawful collective bargaining contract, provided that the number of nonresident persons employed under this subparagraph (1c) shall not exceed 20 percent of the total number of employees employed by the contractor on the contract work, except as provided in subparagraph (4) below.

2. The contractor shall place a job order with the State Employment Service indicating (a) the classifications of the laborers, mechanics and other employees required to perform the contract work, (b) the number of employees required in each classification, (c) the date on which the participant estimates such employees will be required, and (d) any other pertinent information required by the State Employment Service to complete the job order form. The job order may be placed with the State Employment Service in writing or by telephone. If during the course of the contract work, the information submitted by the contractor in the original job order is substantially modified, the participant shall promptly notify the State Employment Service.

3. The contractor shall give full consideration to all qualified job applicants referred to him by the State Employment Service. The contractor is not required to grant employment to any job applicants who, in his opinion, are not qualified to perform the classification of work required.

4. If, within one week following the placing of a job order by the contractor with the State Employment Service, the State Employment Service is unable to refer any qualified job applicants to the contractor, or less than the number requested, the State Employment Service will forward a certificate to the contractor indicating the unavailability of applicants. Such certificate shall be made a part of the contractor's permanent project records. Upon receipt of this certificate, the contractor may employ persons who do not normally reside in the labor area to fill positions covered by the certificate, notwithstanding the provisions of subparagraph (1c) above.

5. The provisions of 23 CFR 633.207(e) allow the contracting agency to provide a contractual preference for the use of mineral resource materials native to the Appalachian region.

6. The contractor shall include the provisions of Sections 1 through 4 of this Attachment A in every subcontract for work which is, or reasonably may be, done as on-site work.

SCHEDULE 4

Vietnam Era Veterans' Readjustment Assistance Act (VEVRAA)

Section 503 of the Rehabilitation Act (Section 503)

41 CFR §§ 60-300.5(a) and 60-741.5(a)

This contractor and subcontractor shall abide by the requirements of 41 CFR §§ 60-1.4(a), 60-300.5(a) and 60-741.5(a). These regulations prohibit discrimination against qualified individuals based on their status as protected veterans or individuals with disabilities, and prohibit discrimination against all individuals based on their race, color, religion, sex, or national origin. Moreover, these regulations require that covered prime contractors and subcontractors take affirmative action to employ and advance in employment individuals without regard to race, color, religion, sex, national origin, protected veteran status or disability.

Hired Haulers –Insurance Requirements

Required Insurance Limits for Haulers per the Hauler Agreement/Contract:

Note: OMG recognizes that it is sometimes difficult for own-operators to obtain these limits in certain markets. If you encounter any issues with regard to the limits, please contact your Michigan Paving & Materials Co., Michigan Materials & Aggregate Co. or Cadillac Asphalt Representative.

COVERAGE	LIMITS
General Liability	<ul style="list-style-type: none"> \$1,000,000 per occurrence / \$2,000,000 per aggregate
Auto Liability	<ul style="list-style-type: none"> \$1,000,000 per occurrence, Any Auto is preferred. If not, then All Owned Autos, Hired Autos, and Non-Owned Autos boxes must be checked. We will not accept <u>only</u> Scheduled Autos.
Workers Compensation	<ul style="list-style-type: none"> Statutory Limits for Coverage A \$500,000 Employers Liability - Each Accident \$500,000 Employers Liability - Each Employee \$500,000 Employers Liability - Disease Policy Limit
Excess or Umbrella	<ul style="list-style-type: none"> \$1,000,000 per occurrence, May be used to meet the aforementioned limits.
Cargo (Liquid Haulers) (ONLY)	<ul style="list-style-type: none"> \$35,000 per occurrence

OHIO based companies who work in the State of Michigan and do not have a work comp policy for workers in the State of Michigan must provide a Copy of the Certificate of Insurance issued by the Ohio BWC (State Fund) showing proof work comp coverage with the State along with a letter from the Ohio BWC stating there is extraterritorial jurisdiction coverage for employees working temporarily out of the State of Ohio. Ohio based companies will also have to provide proof of Employers Liability coverage via Stop Gap coverage that should be added to the General Liability policy.

Required Endorsements for Haulers per the Hauler Agreement/Contract:

The Name, Michigan Paving & Materials Co., Michigan Materials & Aggregate Co. and Cadillac Asphalt, LLC as noted in the contract should be scheduled with address on the endorsements referenced below.

POLICY	ENDORSEMENT NAME/DESCRIPTION
General Liability Policy	<ul style="list-style-type: none"> Named as Additional Insured – Owners, Lessees or Contractors – Scheduled Person or Organization (form CG 20-10 – Premises) Primary and Non-Contributory-Scheduled Additional Insured Waiver of Transfer of Rights of Recovery Against Others to Us (form CG 24 04) 30 Day Notice of Cancellation to Third Party
Auto Liability Policy	<ul style="list-style-type: none"> Designated Insured (form CA 20 48) Primary and Non-Contributory-Scheduled Additional Insured Waiver of Transfer of Rights of Recovery Against Others to Us (form CA 04 44) 30 Day Notice of Cancellation to Third Party
Workers Compensation	<ul style="list-style-type: none"> Waiver of our Rights to Recover from other Endorsements (form WC 00 0313) 30 Day Notice of Cancellation to Third Party

There are insurance policies that automatically extend coverage for Waiver of Subrogation and Primary & Non-Contributory as required by a signed contract. If the hauler's insurance policies automatically extend these coverages as required by a signed contract, please provide copies of the of the policy forms in lieu of endorsements. Automatic or Blanket Additional Insured Endorsements are not acceptable.

The certificate needs to list our companies as the **certificate holder** and as **NAMED additional insured**:

Michigan Paving & Materials Co.	2575 S. Haggerty Road
Michigan Materials & Aggregates Co.	Suite 100
Cadillac Asphalt LLC	Canton, MI 48188



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
Issue Date

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER Insurance Agent's Name Insurance Agent's Address	CONTACT NAME: Insurance Agent Contact Name	
	PHONE (A/C, No, Ext): Agent Phone Number FAX (A/C, No):	
INSURED Hired Hauler's Company Name Hired Hauler's Address	E-MAIL ADDRESS:	
	INSURER(S) AFFORDING COVERAGE	NAIC #
	INSURER A: Insurance Carrier's Name	
	INSURER B:	
	INSURER C:	
	INSURER D:	
	INSURER E:	
	INSURER F:	

COVERAGES CERTIFICATE NUMBER: REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL SUBR INSR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
	GENERAL LIABILITY <input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIM T APPLIES PER <input type="checkbox"/> POLICY <input type="checkbox"/> PRO JECT <input type="checkbox"/> LOC	Y Y	Policy Number			EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ MED EXP (Any one person) \$ 5,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000
	AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input checked="" type="checkbox"/> ALL OWNED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> NON-OWNED AUTOS	Y Y	Policy Number			COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input checked="" type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED RETENTION \$		Policy Number			EACH OCCURRENCE \$ 1,000,000 AGGREGATE \$ 1,000,000
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N N N/A Y	Policy Number			<input checked="" type="checkbox"/> WC STATUTORY LIMITS <input type="checkbox"/> OTHER E.L. EACH ACCIDENT \$ 500,000 E.L. DISEASE - EA EMPLOYEE \$ 500,000 E.L. DISEASE - POLICY LIMIT \$ 500,000
	Cargo (Liquid Haulers Only)		Policy Number			\$35,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required)

Certificate Holder is Named as an Additional Insured on a Primary & Non-Contributory basis on all liability policies except Work Comp. All policies have been endorsed or contain a clause waiving rights of subrogation against Certificate Holder, Its Affiliates, Subsidiaries and Employees and a 30 Day Notice of Cancellation to Third Parties is included on all policies which names the Certificate Holder.

CERTIFICATE HOLDER Michigan Paving and Materials Co. Michigan Materials and Aggregates Co. Cadillac Asphalt, LLC 2575 S. Haggerty Road, Ste. 100 Canton, MI 48188	CANCELLATION SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE Insurance Agent's Signature
---	---

Note. If you are a U.S. person and a requester gives you a form other than Form W-9 to request your TIN, you must use the requester's form if it is substantially similar to this Form W-9.

Definition of a U.S. person. For federal tax purposes, you are considered a U.S. person if you are:

- An individual who is a U.S. citizen or U.S. resident alien;
- A partnership, corporation, company, or association created or organized in the United States or under the laws of the United States;
- An estate (other than a foreign estate); or
- A domestic trust (as defined in Regulations section 301.7701-7).

Special rules for partnerships. Partnerships that conduct a trade or business in the United States are generally required to pay a withholding tax under section 1446 on any foreign partners' share of effectively connected taxable income from such business. Further, in certain cases where a Form W-9 has not been received, the rules under section 1446 require a partnership to presume that a partner is a foreign person, and pay the section 1446 withholding tax. Therefore, if you are a U.S. person that is a partner in a partnership conducting a trade or business in the United States, provide Form W-9 to the partnership to establish your U.S. status and avoid section 1446 withholding on your share of partnership income.

In the cases below, the following person must give Form W-9 to the partnership for purposes of establishing its U.S. status and avoiding withholding on its allocable share of net income from the partnership conducting a trade or business in the United States:

- In the case of a disregarded entity with a U.S. owner, the U.S. owner of the disregarded entity and not the entity;
- In the case of a grantor trust with a U.S. grantor or other U.S. owner, generally, the U.S. grantor or other U.S. owner of the grantor trust and not the trust; and
- In the case of a U.S. trust (other than a grantor trust), the U.S. trust (other than a grantor trust) and not the beneficiaries of the trust.

Foreign person. If you are a foreign person or the U.S. branch of a foreign bank that has elected to be treated as a U.S. person, do not use Form W-9. Instead, use the appropriate Form W-8 or Form 8233 (see Publication 515, Withholding of Tax on Nonresident Aliens and Foreign Entities).

Nonresident alien who becomes a resident alien. Generally, only a nonresident alien individual may use the terms of a tax treaty to reduce or eliminate U.S. tax on certain types of income. However, most tax treaties contain a provision known as a "saving clause." Exceptions specified in the saving clause may permit an exemption from tax to continue for certain types of income even after the payee has otherwise become a U.S. resident alien for tax purposes.

If you are a U.S. resident alien who is relying on an exception contained in the saving clause of a tax treaty to claim an exemption from U.S. tax on certain types of income, you must attach a statement to Form W-9 that specifies the following five items:

1. The treaty country. Generally, this must be the same treaty under which you claimed exemption from tax as a nonresident alien.
2. The treaty article addressing the income.
3. The article number (or location) in the tax treaty that contains the saving clause and its exceptions.
4. The type and amount of income that qualifies for the exemption from tax.
5. Sufficient facts to justify the exemption from tax under the terms of the treaty article.

Example. Article 20 of the U.S.-China income tax treaty allows an exemption from tax for scholarship income received by a Chinese student temporarily present in the United States. Under U.S. law, this student will become a resident alien for tax purposes if his or her stay in the United States exceeds 5 calendar years. However, paragraph 2 of the first Protocol to the U.S.-China treaty (dated April 30, 1984) allows the provisions of Article 20 to continue to apply even after the Chinese student becomes a resident alien of the United States. A Chinese student who qualifies for this exception (under paragraph 2 of the first protocol) and is relying on this exception to claim an exemption from tax on his or her scholarship or fellowship income would attach to Form W-9 a statement that includes the information described above to support that exemption.

If you are a nonresident alien or a foreign entity, give the requester the appropriate completed Form W-8 or Form 8233.

Backup Withholding

What is backup withholding? Persons making certain payments to you must under certain conditions withhold and pay to the IRS 28% of such payments. This is called "backup withholding." Payments that may be subject to backup withholding include interest, tax-exempt interest, dividends, broker and barter exchange transactions, rents, royalties, nonemployee pay, payments made in settlement of payment card and third party network transactions, and certain payments from fishing boat operators. Real estate transactions are not subject to backup withholding.

You will not be subject to backup withholding on payments you receive if you give the requester your correct TIN, make the proper certifications, and report all your taxable interest and dividends on your tax return.

Payments you receive will be subject to backup withholding if:

1. You do not furnish your TIN to the requester,
2. You do not certify your TIN when required (see the Part II instructions on page 3 for details),

3. The IRS tells the requester that you furnished an incorrect TIN,

4. The IRS tells you that you are subject to backup withholding because you did not report all your interest and dividends on your tax return (for reportable interest and dividends only), or

5. You do not certify to the requester that you are not subject to backup withholding under 4 above (for reportable interest and dividend accounts opened after 1983 only).

Certain payees and payments are exempt from backup withholding. See *Exempt payee code* on page 3 and the separate Instructions for the Requester of Form W-9 for more information.

Also see *Special rules for partnerships* above.

What is FATCA reporting?

The Foreign Account Tax Compliance Act (FATCA) requires a participating foreign financial institution to report all United States account holders that are specified United States persons. Certain payees are exempt from FATCA reporting. See *Exemption from FATCA reporting code* on page 3 and the Instructions for the Requester of Form W-9 for more information.

Updating Your Information

You must provide updated information to any person to whom you claimed to be an exempt payee if you are no longer an exempt payee and anticipate receiving reportable payments in the future from this person. For example, you may need to provide updated information if you are a C corporation that elects to be an S corporation, or if you no longer are tax exempt. In addition, you must furnish a new Form W-9 if the name or TIN changes for the account; for example, if the grantor of a grantor trust dies.

Penalties

Failure to furnish TIN. If you fail to furnish your correct TIN to a requester, you are subject to a penalty of \$50 for each such failure unless your failure is due to reasonable cause and not to willful neglect.

Civil penalty for false information with respect to withholding. If you make a false statement with no reasonable basis that results in no backup withholding, you are subject to a \$500 penalty.

Criminal penalty for falsifying information. Willfully falsifying certifications or affirmations may subject you to criminal penalties including fines and/or imprisonment.

Misuse of TINs. If the requester discloses or uses TINs in violation of federal law, the requester may be subject to civil and criminal penalties.

Specific Instructions

Line 1

You must enter one of the following on this line; **do not** leave this line blank. The name should match the name on your tax return.

If this Form W-9 is for a joint account, list first, and then circle, the name of the person or entity whose number you entered in Part I of Form W-9.

a. **Individual.** Generally, enter the name shown on your tax return. If you have changed your last name without informing the Social Security Administration (SSA) of the name change, enter your first name, the last name as shown on your social security card, and your new last name.

Note. ITIN applicant: Enter your individual name as it was entered on your Form W-7 application, line 1a. This should also be the same as the name you entered on the Form 1040/1040A/1040EZ you filed with your application.

b. **Sole proprietor or single-member LLC.** Enter your individual name as shown on your 1040/1040A/1040EZ on line 1. You may enter your business, trade, or "doing business as" (DBA) name on line 2.

c. **Partnership, LLC that is not a single-member LLC, C Corporation, or S Corporation.** Enter the entity's name as shown on the entity's tax return on line 1 and any business, trade, or DBA name on line 2.

d. **Other entities.** Enter your name as shown on required U.S. federal tax documents on line 1. This name should match the name shown on the charter or other legal document creating the entity. You may enter any business, trade, or DBA name on line 2.

e. **Disregarded entity.** For U.S. federal tax purposes, an entity that is disregarded as an entity separate from its owner is treated as a "disregarded entity." See Regulations section 301.7701-2(c)(2)(ii). Enter the owner's name on line 1. The name of the entity entered on line 1 should never be a disregarded entity. The name on line 1 should be the name shown on the income tax return on which the income should be reported. For example, if a foreign LLC that is treated as a disregarded entity for U.S. federal tax purposes has a single owner that is a U.S. person, the U.S. owner's name is required to be provided on line 1. If the direct owner of the entity is also a disregarded entity, enter the first owner that is not disregarded for federal tax purposes. Enter the disregarded entity's name on line 2, "Business name/disregarded entity name." If the owner of the disregarded entity is a foreign person, the owner must complete an appropriate Form W-8 instead of a Form W-9. This is the case even if the foreign person has a U.S. TIN.

Line 2

If you have a business name, trade name, DBA name, or disregarded entity name, you may enter it on line 2.

Line 3

Check the appropriate box in line 3 for the U.S. federal tax classification of the person whose name is entered on line 1. Check only one box in line 3.

Limited Liability Company (LLC). If the name on line 1 is an LLC treated as a partnership for U.S. federal tax purposes, check the "Limited Liability Company" box and enter "P" in the space provided. If the LLC has filed Form 8832 or 2553 to be taxed as a corporation, check the "Limited Liability Company" box and in the space provided enter "C" for C corporation or "S" for S corporation. If it is a single-member LLC that is a disregarded entity, do not check the "Limited Liability Company" box; instead check the first box in line 3 "Individual/sole proprietor or single-member LLC."

Line 4, Exemptions

If you are exempt from backup withholding and/or FATCA reporting, enter in the appropriate space in line 4 any code(s) that may apply to you.

Exempt payee code.

- Generally, individuals (including sole proprietors) are not exempt from backup withholding.
- Except as provided below, corporations are exempt from backup withholding for certain payments, including interest and dividends.
- Corporations are not exempt from backup withholding for payments made in settlement of payment card or third party network transactions.
- Corporations are not exempt from backup withholding with respect to attorneys' fees or gross proceeds paid to attorneys, and corporations that provide medical or health care services are not exempt with respect to payments reportable on Form 1099-MISC.

The following codes identify payees that are exempt from backup withholding. Enter the appropriate code in the space in line 4.

- 1—An organization exempt from tax under section 501(a), any IRA, or a custodial account under section 403(b)(7) if the account satisfies the requirements of section 401(f)(2)
- 2—The United States or any of its agencies or instrumentalities
- 3—A state, the District of Columbia, a U.S. commonwealth or possession, or any of their political subdivisions or instrumentalities
- 4—A foreign government or any of its political subdivisions, agencies, or instrumentalities
- 5—A corporation
- 6—A dealer in securities or commodities required to register in the United States, the District of Columbia, or a U.S. commonwealth or possession
- 7—A futures commission merchant registered with the Commodity Futures Trading Commission
- 8—A real estate investment trust
- 9—An entity registered at all times during the tax year under the Investment Company Act of 1940
- 10—A common trust fund operated by a bank under section 584(a)
- 11—A financial institution
- 12—A middleman known in the investment community as a nominee or custodian
- 13—A trust exempt from tax under section 664 or described in section 4947

The following chart shows types of payments that may be exempt from backup withholding. The chart applies to the exempt payees listed above, 1 through 13.

IF the payment is for . . .	THEN the payment is exempt for . . .
Interest and dividend payments	All exempt payees except for 7
Broker transactions	Exempt payees 1 through 4 and 6 through 11 and all C corporations. S corporations must not enter an exempt payee code because they are exempt only for sales of noncovered securities acquired prior to 2012.
Barter exchange transactions and patronage dividends	Exempt payees 1 through 4
Payments over \$600 required to be reported and direct sales over \$5,000 ¹	Generally, exempt payees 1 through 5 ²
Payments made in settlement of payment card or third party network transactions	Exempt payees 1 through 4

¹ See Form 1099-MISC, Miscellaneous Income, and its instructions.

² However, the following payments made to a corporation and reportable on Form 1099-MISC are not exempt from backup withholding: medical and health care payments, attorneys' fees, gross proceeds paid to an attorney reportable under section 6045(f), and payments for services paid by a federal executive agency.

Exemption from FATCA reporting code. The following codes identify payees that are exempt from reporting under FATCA. These codes apply to persons submitting this form for accounts maintained outside of the United States by certain foreign financial institutions. Therefore, if you are only submitting this form for an account you hold in the United States, you may leave this field blank. Consult with the person requesting this form if you are uncertain if the financial institution is subject to these requirements. A requester may indicate that a code is not required by providing you with a Form W-9 with "Not Applicable" (or any similar indication) written or printed on the line for a FATCA exemption code.

- A—An organization exempt from tax under section 501(a) or any individual retirement plan as defined in section 7701(a)(37)
- B—The United States or any of its agencies or instrumentalities
- C—A state, the District of Columbia, a U.S. commonwealth or possession, or any of their political subdivisions or instrumentalities
- D—A corporation the stock of which is regularly traded on one or more established securities markets, as described in Regulations section 1.1472-1(c)(1)(i)
- E—A corporation that is a member of the same expanded affiliated group as a corporation described in Regulations section 1.1472-1(c)(1)(i)
- F—A dealer in securities, commodities, or derivative financial instruments (including notional principal contracts, futures, forwards, and options) that is registered as such under the laws of the United States or any state
- G—A real estate investment trust
- H—A regulated investment company as defined in section 851 or an entity registered at all times during the tax year under the Investment Company Act of 1940
 - I—A common trust fund as defined in section 584(a)
 - J—A bank as defined in section 581
 - K—A broker
 - L—A trust exempt from tax under section 664 or described in section 4947(a)(1)
 - M—A tax exempt trust under a section 403(b) plan or section 457(g) plan

Note. You may wish to consult with the financial institution requesting this form to determine whether the FATCA code and/or exempt payee code should be completed.

Line 5

Enter your address (number, street, and apartment or suite number). This is where the requester of this Form W-9 will mail your information returns.

Line 6

Enter your city, state, and ZIP code.

Part I. Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. If you are a resident alien and you do not have and are not eligible to get an SSN, your TIN is your IRS individual taxpayer identification number (ITIN). Enter it in the social security number box. If you do not have an ITIN, see *How to get a TIN* below.

If you are a sole proprietor and you have an EIN, you may enter either your SSN or EIN. However, the IRS prefers that you use your SSN.

If you are a single-member LLC that is disregarded as an entity separate from its owner (see *Limited Liability Company (LLC)* on this page), enter the owner's SSN (or EIN, if the owner has one). Do not enter the disregarded entity's EIN. If the LLC is classified as a corporation or partnership, enter the entity's EIN.

Note. See the chart on page 4 for further clarification of name and TIN combinations.

How to get a TIN. If you do not have a TIN, apply for one immediately. To apply for an SSN, get Form SS-5, Application for a Social Security Card, from your local SSA office or get this form online at www.ssa.gov. You may also get this form by calling 1-800-772-1213. Use Form W-7, Application for IRS Individual Taxpayer Identification Number, to apply for an ITIN, or Form SS-4, Application for Employer Identification Number, to apply for an EIN. You can apply for an EIN online by accessing the IRS website at www.irs.gov/businesses and clicking on Employer Identification Number (EIN) under Starting a Business. You can get Forms W-7 and SS-4 from the IRS by visiting IRS.gov or by calling 1-800-TAX-FORM (1-800-829-3676).

If you are asked to complete Form W-9 but do not have a TIN, apply for a TIN and write "Applied For" in the space for the TIN, sign and date the form, and give it to the requester. For interest and dividend payments, and certain payments made with respect to readily tradable instruments, generally you will have 60 days to get a TIN and give it to the requester before you are subject to backup withholding on payments. The 60-day rule does not apply to other types of payments. You will be subject to backup withholding on all such payments until you provide your TIN to the requester.

Note. Entering "Applied For" means that you have already applied for a TIN or that you intend to apply for one soon.

Caution: A disregarded U.S. entity that has a foreign owner must use the appropriate Form W-8.

Part II. Certification

To establish to the withholding agent that you are a U.S. person, or resident alien, sign Form W-9. You may be requested to sign by the withholding agent even if items 1, 4, or 5 below indicate otherwise.

For a joint account, only the person whose TIN is shown in Part I should sign (when required). In the case of a disregarded entity, the person identified on line 1 must sign. Exempt payees, see *Exempt payee code* earlier.

Signature requirements. Complete the certification as indicated in items 1 through 5 below.

1. **Interest, dividend, and barter exchange accounts opened before 1984 and broker accounts considered active during 1983.** You must give your correct TIN, but you do not have to sign the certification.
2. **Interest, dividend, broker, and barter exchange accounts opened after 1983 and broker accounts considered inactive during 1983.** You must sign the certification or backup withholding will apply. If you are subject to backup withholding and you are merely providing your correct TIN to the requester, you must cross out item 2 in the certification before signing the form.
3. **Real estate transactions.** You must sign the certification. You may cross out item 2 of the certification.
4. **Other payments.** You must give your correct TIN, but you do not have to sign the certification unless you have been notified that you have previously given an incorrect TIN. "Other payments" include payments made in the course of the requester's trade or business for rents, royalties, goods (other than bills for merchandise), medical and health care services (including payments to corporations), payments to a nonemployee for services, payments made in settlement of payment card and third party network transactions, payments to certain fishing boat crew members and fishermen, and gross proceeds paid to attorneys (including payments to corporations).
5. **Mortgage interest paid by you, acquisition or abandonment of secured property, cancellation of debt, qualified tuition program payments (under section 529), IRA, Coverdell ESA, Archer MSA or HSA contributions or distributions, and pension distributions.** You must give your correct TIN, but you do not have to sign the certification.

What Name and Number To Give the Requester

For this type of account:	Give name and SSN of:
1. Individual	The individual
2. Two or more individuals (joint account)	The actual owner of the account or, if combined funds, the first individual on the account ¹
3. Custodian account of a minor (Uniform Gift to Minors Act)	The minor ²
4. a. The usual revocable savings trust (grantor is also trustee) b. So-called trust account that is not a legal or valid trust under state law	The grantor-trustee ¹ The actual owner ¹
5. Sole proprietorship or disregarded entity owned by an individual	The owner ³
6. Grantor trust filing under Optional Form 1099 Filing Method 1 (see Regulations section 1.671-4(b)(2)(i)(A))	The grantor ⁴
For this type of account:	Give name and EIN of:
7. Disregarded entity not owned by an individual	The owner
8. A valid trust, estate, or pension trust	Legal entity ⁴
9. Corporation or LLC electing corporate status on Form 8832 or Form 2553	The corporation
10. Association, club, religious, charitable, educational, or other tax-exempt organization	The organization
11. Partnership or multi-member LLC	The partnership
12. A broker or registered nominee	The broker or nominee
13. Account with the Department of Agriculture in the name of a public entity (such as a state or local government, school district, or prison) that receives agricultural program payments	The public entity
14. Grantor trust filing under the Form 1041 Filing Method or the Optional Form 1099 Filing Method 2 (see Regulations section 1.671-4(b)(2)(i)(B))	The trust

¹ List first and circle the name of the person whose number you furnish. If only one person on a joint account has an SSN, that person's number must be furnished.

² Circle the minor's name and furnish the minor's SSN.

³ You must show your individual name and you may also enter your business or DBA name on the "Business name/disregarded entity" name line. You may use either your SSN or EIN (if you have one), but the IRS encourages you to use your SSN.

⁴ List first and circle the name of the trust, estate, or pension trust. (Do not furnish the TIN of the personal representative or trustee unless the legal entity itself is not designated in the account title.) Also see *Special rules for partnerships* on page 2.

*Note. Grantor also must provide a Form W-9 to trustee of trust.

Note. If no name is circled when more than one name is listed, the number will be considered to be that of the first name listed.

Secure Your Tax Records from Identity Theft

Identity theft occurs when someone uses your personal information such as your name, SSN, or other identifying information, without your permission, to commit fraud or other crimes. An identity thief may use your SSN to get a job or may file a tax return using your SSN to receive a refund.

To reduce your risk:

- Protect your SSN,
- Ensure your employer is protecting your SSN, and
- Be careful when choosing a tax preparer.

If your tax records are affected by identity theft and you receive a notice from the IRS, respond right away to the name and phone number printed on the IRS notice or letter.

If your tax records are not currently affected by identity theft but you think you are at risk due to a lost or stolen purse or wallet, questionable credit card activity or credit report, contact the IRS Identity Theft Hotline at 1-800-908-4490 or submit Form 14039.

For more information, see Publication 4535, Identity Theft Prevention and Victim Assistance.

Victims of identity theft who are experiencing economic harm or a system problem, or are seeking help in resolving tax problems that have not been resolved through normal channels, may be eligible for Taxpayer Advocate Service (TAS) assistance. You can reach TAS by calling the TAS toll-free case intake line at 1-877-777-4778 or TTY/TDD 1-800-829-4059.

Protect yourself from suspicious emails or phishing schemes. Phishing is the creation and use of email and websites designed to mimic legitimate business emails and websites. The most common act is sending an email to a user falsely claiming to be an established legitimate enterprise in an attempt to scam the user into surrendering private information that will be used for identity theft.

The IRS does not initiate contacts with taxpayers via emails. Also, the IRS does not request personal detailed information through email or ask taxpayers for the PIN numbers, passwords, or similar secret access information for their credit card, bank, or other financial accounts.

If you receive an unsolicited email claiming to be from the IRS, forward this message to phishing@irs.gov. You may also report misuse of the IRS name, logo, or other IRS property to the Treasury Inspector General for Tax Administration (TIGTA) at 1-800-366-4484. You can forward suspicious emails to the Federal Trade Commission at: spam@uce.gov or contact them at www.ftc.gov/idtheft or 1-877-IDTHEFT (1-877-438-4338).

Visit IRS.gov to learn more about identity theft and how to reduce your risk.

Privacy Act Notice

Section 6109 of the Internal Revenue Code requires you to provide your correct TIN to persons (including federal agencies) who are required to file information returns with the IRS to report interest, dividends, or certain other income paid to you; mortgage interest you paid; the acquisition or abandonment of secured property; the cancellation of debt; or contributions you made to an IRA, Archer MSA, or HSA. The person collecting this form uses the information on the form to file information returns with the IRS, reporting the above information. Routine uses of this information include giving it to the Department of Justice for civil and criminal litigation and to cities, states, the District of Columbia, and U.S. commonwealths and possessions for use in administering their laws. The information also may be disclosed to other countries under a treaty, to federal and state agencies to enforce civil and criminal laws, or to federal law enforcement and intelligence agencies to combat terrorism. You must provide your TIN whether or not you are required to file a tax return. Under section 3406, payers must generally withhold a percentage of taxable interest, dividend, and certain other payments to a payee who does not give a TIN to the payer. Certain penalties may also apply for providing false or fraudulent information.



Cadillac Asphalt, L.L.C.



2575 Haggerty Rd, Ste 100, Canton, Mi 48188
Phone (734) 397-7369
Fax (734) 398-5767

Dear Sir or Madam,

Michigan Paving and Materials Co, Michigan Materials and Aggregates Co, and Cadillac Asphalt LLC are offering EFT (Electronic Funds Transfer) to our haulers. What this means that and if you opt to select this payment process a check will no longer be issued but money will deposited directly into your company bank account.

There are multiple ways to verify your payment has been issued by:

- Online at: Michiganpaving.com, Stoneco.net, Cadillacasphalt.com or your own banking institution / website.
- Email of the remittance will be provided please provide your email address on the attached form.
- If you opt not to have the remittance email you will receive a paper copy in the mail.

Attached is the Vendor Direct Deposit Authorization Form to be completed, voided check or savings deposit slip attached and notarized. The name on your bank account must match the name on the Motor Transportation Agreement signed by you and our division manager.

Return the completed form to:

Michigan Paving and Materials Co
Attn: Marie Adamowicz
2575 S Haggerty Rd, Ste 100
Canton, MI 48188

If you opt not to have EFT there is no need to notify me and your check will continue to be processed as normal.

Sincerely,

Marie Adamowicz, AP Manager

VENDOR DIRECT DEPOSIT AUTHORIZATION FORM

Complete and return to Accounts Payable Department

I authorize Michigan Paving and Materials Co, Michigan Materials and Aggregates Co, and Cadillac Asphalt LLC and the financial institution named below to automatically deposit my net pay to my account (this includes my authorization to Michigan Paving and Materials Co, Michigan Materials and Aggregates Co, and Cadillac Asphalt LLC to reverse any entries made in error). This authority will remain in effect until I give written notice to Michigan Paving and Materials Co, Michigan Materials and Aggregates Co, and Cadillac Asphalt LLC to discontinue direct deposit.

Account Type and Number: Checking Account Savings Account Routing Number

Financial Institution's Name Location (Branch)

City State

Vendor's Name Signature

Name (Print or Type) Title Date

Subscribed and sworn to before me this _____ day of _____, 20_____.

Notary Public, _____ County, Ohio or Michigan

My Commission expires: _____

Attach a voided check or savings deposit slip here

Information regarding how direct deposit will affect vendors:

- Money should be deposited in their bank accounts on Tuesday.**
- Hire Hauler statements can be mailed or emailed. If you select email please provide an email address: _____.

**If at any time your customer account goes over 30 days may result in the deposit being delayed into your account.



SAFETY POLICY ACKNOWLEDGEMENT

Subcontractor hereby acknowledges both the receipt and comprehension of Michigan Paving and Materials Co. (MPM), Cadillac Asphalt LLC, and Michigan Materials and Aggregates (MMA) Safety Policy and Guidelines. In addition, the acknowledger hereby agrees to comply with any field/trade-related guidelines as they apply to the portion of work that Subcontractor has been contracted for. Acknowledger also understands and agrees to comply with any State and Federal OSHA and ANSI regulations, standards, codes and rules as they apply to Subcontractor’s portion of work.

In addition, acknowledger accepts responsibility for informing and providing copies of the MPM Safety Policy to their employees, agents, and subcontractors working onsite. Acknowledger also accepts responsibility for its employees, agents and subcontractors adherence to all MPM, Cadillac Asphalt LLC, and MMA Safety Polices and Guidelines set forth in the attached.

It is understood that the MPM, Cadillac Asphalt LLC, and MMA Safety Policy is the minimum expectation required.

**Service Provider/Vendor/Subcontractor
Principal/Officer/Hauler**

**Service Provider/Vendor/Subcontractor
Onsite Supervisor/Foreman**

(Signed)

(Signed)

(Printed Name)

(Printed Name)

(Title)

(Title)

(Company Name)

(Company Name)

(Project Name)

(Project Name)

(Project ID)

(Date)

If you have any questions in regards to the Contractor Safety Checklist, Safety Policy, Safety Policy Acknowledgment, or requested safety documents please contact:

Chris Abbott (517) 204-2310

Mike Tyrell (734) 777-1775

Checklist for Contractor Qualifications

This form should be completed by the Estimator/Project Manager or Supervisor of the Oldcastle Materials Co. or one of its subsidiary companies in conjunction with the Contractor involved. Any Safety issues arising from the activities of the Contractor, such as failure to wear agreed PPE, should be immediately addressed, noted and a copy of such notes should be issued to the Contractor involved.

Contractor Safety Checklist

Date: _____ Location: _____

Contractor Name: _____

Nature of Work: _____

Contractors Designated person in charge of site: _____

Annual Review

Project Specific

NOTE:

- All Contractor Employees, regardless of job activity, must be over the age of 18. Contractors involved directly in Quarry Activity must be properly trained and have documentation of that training. Written details of training/experience must be provided.
- All Contractors/ Sub -Contractors must complete a Company Safety Orientation, to cover the Fundamentals of Fatality Elimination and relevant safety policies.

The abbreviation "OMG" referred to Oldcastle Materials Group

Checklist for Contractor Qualifications

1. OSHA, MSHA or DOT Reportable Accidents or Fatalities

Provide details of OSHA, MSHA or DOT reportable accidents or fatalities, involving your firm, which have occurred over the last five years.

Please provide the following documents:

- MSHA Injury Reports (if applicable)
- OSHA 300 Logs
- Three (3) years of Experience Modification Rates

2. OSHA, MSHA, EPA Citations or Notices

Please provide a brief summary of any citations or notices of violation within the last three (3) years: (OSHA, MSHA, EPA) _____

		YES	NO
3.	OMG Safety Policy or Contractor Safety Rules (Addendum) have been reviewed:		
4.	OMG Fundamentals of Fatality Elimination has been reviewed:		
5.	Contractor/Subcontractor Environmental, Health & Safety (EHS) Manual Provided (manual should address Risk Assessment & Compliance):		
6.	Has a copy of the Contractors Drug/Alcohol Policy been provided? If no, copy must be provided.		
7.	Does the Contractor have a procedure for reporting of all accidents in place? <i>*The location manager must be notified of all accident notifications to OSHA, MSHA, EPA and DOT as required under regulatory obligations. As a general/prime contractor, Oldcastle Materials should be added as a contact.</i>		

The abbreviation "OMG" referred to Oldcastle Materials Group

Checklist for Contractor Qualifications

8. INSURANCE REQUIREMENTS

Name & Phone of Insurance Agent:

Please review the attached insurance requirement outline, sample Certificate of Insurance and endorsements to verify whether or not you meet our insurance requirements.

A copy of your Certificate of Insurance with endorsements is required for review.

We have reviewed the attached documents and we fully meet the OldcastleMaterials insurance requirements.

YES NO

If you checked NO, please indicate from the list below which of the Oldcastle Materials Group insurance requirements you do NOT meet:

<input type="checkbox"/>	General Liability Limits Per Occurrence and/or Aggregate
<input type="checkbox"/>	Per Project General Liability Aggregate
<input type="checkbox"/>	Umbrella / Excess Limits
<input type="checkbox"/>	Business Auto Liability Limits w/ Any Auto or Combined Owned/Hired/Non-Owned Autos
<input type="checkbox"/>	30 Day Notice of Cancellation
<input type="checkbox"/>	Workers Compensation with Employers Liability
<input type="checkbox"/>	Additional Insured Endorsements
<input type="checkbox"/>	Waiver of Subrogation Endorsements
<input type="checkbox"/>	Primary and Non-Contributory Endorsements

9. PERSONAL PROTECTION EQUIPMENT

The following are required **AT ALL TIMES** on site:

Hard Hats
 High Visibility Clothing
 Safety Footwear
 Eye Protection

Additional PPE requirements: Where required By regulations, laws, or when conditions or Task warrant additional PPE

Hearing Protection
 Hearing Protection
 Protective Gloves
 Additional PE: _____

The abbreviation "OMG" referred to Oldcastle Materials Group

Checklist for Contractor Qualifications

A Safety Manual from the following OMG Location: _____

Has been issued to me on the following date: _____ / _____ / _____

The following information has been reviewed with me by the OMG Estimator /Project Manager/ Supervisor:

		Initial
1.	All persons employed by me at the OMG site will be made aware of the contents of the OMG location Safety Statement and will complete a safety briefing before commencement of work.	
2.	All persons employed by me will be adequately trained, either by relevant experience or by qualification. Written details of training /experience/ qualification records will be provided upon request. All such persons will be over the age of 18.	
3.	Where an operation is undertaken which differs from the terms of the contract, the operating procedure to be used will be brought to the attention of the Supervisor.	
4.	All machinery used by my employees at the OMG locations will be maintained & operated in accordance with the manufacturers' specification, and where required by law, relevant inspection certificates shall be maintained and made available to the Supervisor.	

I fully understand the safety obligations as detailed above:



Contractor

OMG Estimator/Project Manager/Supervisor

Date

Date

The abbreviation "OMG" referred to Oldcastle Materials Group

KEEP SAFETY HANDBOOK for YOUR USE

DO NOT RETURN MAIL SAFETY HANDBOOK

SAFETY MANUAL



Michigan Paving & Materials Co.
2575 S. Haggerty Rd, Suite 100
Canton, MI 48188



Table of Contents

OUR MISSION STATEMENT ON HEALTH & SAFETY	4
14 FUNDAMENTALS OF FATALITY ELIMINATION	5
TRACK – RISK ASSESSMENT.....	5
ZERO FATALITIES.....	6
ZERO INCIDENTS	6
EMPLOYEE DRIVEN SAFETY CULTURE (FFE #13)	6
MANAGEMENT SUPPORT AND LEADERSHIP	7
SCOPE	7
PERSONAL SAFETY	7
PERSONAL PROTECTIVE EQUIPMENT (FFE #9)	8
DRIVER LICENSE.....	8
RISK ASSESSMENT: TOOLBOX TALKS (TBT’s) (FFE #1)	8
WORK ZONE SAFETY (FFE #12)	9
JOB START-UP.....	9
ROAD SIGNS, SIGNALS, CONES, AND BARRICADES	9
TRAFFIC REGULATORS (FLAGPERSONS).....	10
PAVING OPERATION	10
OVERHEAD AND UNDERGROUND HAZARDS (FFE #8).....	10
PAVING OPERATIONS IN PARKING LOTS.....	11
PAVING OPERATIONS NEAR RAILROAD CROSSINGS.....	11
VEHICLE AND EQUIPMENT MOUNTED FLASHERS	11
RIDING ON EQUIPMENT	11
SAFE TRANSPORTATION AND SEAT BELT USAGE	11
EQUIPMENT AND LOCK OUT – TAG OUT (LOTO) (FFE #3).....	12
ACCIDENT PREVENTION	12
TRAINING	12
FIRST AID	12
CONFINED SPACE (FFE #5).....	13
WORKING AT HEIGHTS (FFE #6).....	13
FALL PROTECTION EQUIPMENT.....	13
OPEN SIDED FLOORS, WALKWAYS AND PLATFORMS	13
5’S PROGRAM (FFE #14).....	14
HOUSEKEEPING	14
MOBILE PLANT SAFETY (FFE #2)	14
FIRE PROTECTION AND PREVENTION	14
TRAFFIC SAFETY ON PLANT PROPERTY	14
FIREARMS.....	15
DISCIPLINARY ACTION	15
ADDITIONAL SAFETY RULES & PRACTICES FOR ASPHALT PLANT OPERATIONS	16
PERSONAL SAFETY EQUIPMENT (FFE #9)	16
MACHINE GUARDING (FFE #4).....	16
ELECTRICAL.....	16
STAIRWAY, RAILINGS AND GUARDS	16
FIXED LADDERS.....	16

SCAFFOLDS AND VEHICLE MOUNTED ELEVATING WORK PLATFORM	17
STORAGE OF HAZARDOUS MATERIALS (FFE #10).....	17
WELDING AND CUTTING	17
PROPANE HEATING TORCHES.....	17
HAND AND POWER TOOLS	18
HAZARD COMMUNICATION – (RIGHT TO KNOW).....	18
LIFTING/RIGGING (FFE #7)	18
OLDCASTLE MATERIALS, INC. MOBILE PHONE/ELECTRONIC DEVICE USAGE POLICY.....	19
COMMERCIAL MOTOR VEHICLE MOBILE TELEPHONE USAGE POLICY	20
STEPS TO FOLLOW WHEN AN INJURY OCCURS:.....	22


OUR MISSION STATEMENT ON HEALTH & SAFETY

In our businesses, safety and health cannot simply be words on paper or activities merely driven by regulations. The safety, health, and well-being of our employees, our customers, and all those that come in contact with our work are always our first consideration. It remains a primary cornerstone of the overall business strategy and expectations throughout our companies.

Our mission on health and safety is demonstrated through our Safety Core Values:

 Employee Driven Safety Culture

 Zero Fatalities

 Zero Incidents

Constant support and leadership by our management team, along with the dedication and desire of all employees to eliminate injuries and accidents, have made safety and health a shared value throughout the entire organization. This has in turn established a record of safety and health excellence.

Our most cherished assets are our employees. There is nothing more important than ensuring their safety and health each and every working day. By providing the training, tools, and confidence they need, we will continue to be successful.

Safe Production, all day, every day!

14 FUNDAMENTALS OF FATALITY ELIMINATION

1. Risk Assessment
2. Mobile Plant Safety
3. Isolation of Operating Machinery (LOTO)
4. Machinery Guarding
5. Confined Space Entry
6. Working at heights
7. Lifting
8. Underground and Overhead Utility Dangers
9. Use of Personal Protective Equipment (PPEs)
10. Conveyance and Storage of Materials Under Pressure
11. Blasting Operations
12. Work Zone Safety
13. Employee Involvement In Safety Process
14. 5's

TRACK – Risk Assessment

Use the TRACK process any time you are completing a new task, a task that you do not complete often or a change in a task process.

Think through the task

Recognize the hazards

Assess the risk

Control the hazard

Keeping safety first in all task

ZERO FATALITIES

Fatalities are unacceptable. Our solemn commitment to our employees is to prevent any and all fatalities. The 14 Fundamentals for Fatality Elimination are the basic mechanics of safety that shall never be compromised. We must have 100% compliance, 100% of the time

ZERO INCIDENTS

These are areas where focus and improvement is needed in order to prevent our incidents from occurring.

1. TRACK for safety shall be conducted prior to certain tasks. (This includes constant awareness of our surroundings and our paths/jobsites, inclement weather, etc.)
2. Personal Protective Equipment
3. Safe Lifting techniques (body posture, two man lift, etc.)
4. 3 Points of Contact
5. Management of third party contractors while on OMG premises
6. Proper tool usage

EMPLOYEE DRIVEN SAFETY CULTURE (FFE #13)

To continue to move our safety culture toward World Class performance, there shall be company-wide employee participation and ownership combined with management support regarding these specialized areas of focus:

1. Training/Coaching/Behavior Reinforcement (follow-up)
 - a. Behavior Based Safety
 2. Employee Involvement/Engagement
 3. 5's (Workplace Organization)
 4. Team Based Problem Solving
 5. Near Miss Reporting
-

MANAGEMENT SUPPORT AND LEADERSHIP

“Compliance is the foundation from which to build an effective safety process. Although our safety philosophy is beyond compliance we must ensure that we comply with all applicable rules, regulations and policies, first and foremost at all times. Therefore, 100% compliance, 100% of the time, must be mandatory.”

SCOPE

This document provides minimum guidelines for safety of employees of Michigan Paving & Materials Company and all related companies performing all company operations. Compliance with Federal and State Safety and Health Regulations applicable to the asphalt paving industry, aggregates, oil division and joint ventures are to be incorporated along with these rules and practices. Additional safety precautions must be taken as conditions require.

PERSONAL SAFETY

Accidents and injuries have a major impact on the quality of your life. Pain and disability, short-term and long-term, can reduce your employment of work, family activities or leisure time. Maintain an awareness of safety and follow all safety rules to avoid injury.

- Do not report to work if you have taken medications, drugs or alcohol that may affect your performance.
 - Your personal vehicle must be parked clear of construction areas and intersections.
 - Report unsafe working conditions to your supervisor immediately.
 - Report job related injuries to your supervisor immediately.
 - Do not use unsafe or defective equipment and have unsafe or defective equipment corrected, repaired, or removed from service.
 - Take action to protect other employees, speak up and correct unsafe behavior or situations.
 - Never become involved in horseplay. It is a serious matter and can cause serious injuries including death.
 - **Involvement in horseplay can lead to disciplinary action up to and including termination.**
-

PERSONAL PROTECTIVE EQUIPMENT (FFE #9)

Personal Protective Equipment (PPE) must be worn by all employees where so required by either OSHA, MSHA, local regulations or by company policy. Examples include, but are not limited to:

- Head Protection – Hardhat
- Eye Protection – Safety glasses, goggles, face shield, etc.
- Hearing Protection – ear plugs, ear muffs, etc.
- Foot Protection – steel toed foot wear
- Visibility – reflective clothing – vests (ANSI Class II), pants, reflective tape and/or other reflective type devices

Full body and Face Protections from thermal burns while unloading/loading liquid asphalt and/or thermal burns from electrical arc flash. The appropriate hardhat, face shield, ear plugs, proper gloves, long sleeves and/or protective coat, must be worn when there is a potential for any employee to be exposed to the above referenced thermal burn risk(s).

Distributor truck drivers must wear eye and face protection along with gloves when there is a danger of being splashed with emulsion.

- Hard hats, safety glasses and reflectorized fluorescent vests are mandatory on all paving/milling operations and faded vests are to be promptly replaced.
- Eye, face, ear, and *foot* protection is required when using jackhammers.
- Hard hats and safety glasses are mandatory for all operation worksites.

DRIVER LICENSE

All employees on jobs that require a CDL license must have a valid CDL license in order to operate the vehicle. All other drivers that operate a vehicle during company hours must have a valid driver license in order to operate the vehicle. Failure to comply with the proper license will be subject to immediate termination.

RISK ASSESSMENT: TOOLBOX TALKS (TBT's) (FFE #1)

Weekly employee “tailgate” safety meetings (toolbox talks) are to be held at the job site. The agenda should provide for additional safety training in specific areas and reinforce the employee’s responsibility for his/her own safety and that of their co-workers. Employee input should be solicited. A **TRACK** (Risk Assessment) form should be completed whenever work conditions change. **When a Near Miss occurs at your division**, a form needs to be completed and submitted to your division manager. BBS cards are available at the division office and should be submitted to the division manager when completed.

WORK ZONE SAFETY (FFE #12)

JOB START-UP

Neither equipment nor employees are to be allowed on the roadway until all required protection is in position. Trucks with operating flashers shall be utilized to protect employees while warning devices are placed in position. Warning devices shall not be removed until all equipment and employees have been removed from the roadway.

ROAD SIGNS, SIGNALS, CONES, AND BARRICADES

- All traffic control signs or devices used for the protection of our work forces must conform to the Manual on Uniform Control Devices for Streets and Highways.
 - Signs must be placed where they convey their message most effectively.
 - Any differences with state and local authority should be resolved before starting operation.
 - Work shall not commence until you are satisfied that Michigan Paving & Materials Company and all related companies employees are effectively protected.
 - All signs and cones must be clean and in good condition.
 - If signs and barricades are contracted, the same standards should be insisted upon. Additional signs should be utilized when conditions warrant.
 - “Construction Ahead” signs shall be placed at all roadways intersecting the paving operation.
 - Flexible wind resistant signs should be utilized when conditions warrant.
 - Placing and picking up traffic cones should be from a vehicle properly equipped and providing adequate protection to the employee for this operation.
 - Illumination for night work is crucial for the protection of employees.
 - All lights must be checked before dark to be sure that they are functioning properly.
 - Enough time must be allowed to accomplish repairs before paving operations begin.
-

TRAFFIC REGULATORS (FLAGPERSONS)

All personnel appointed to this position shall be carefully selected and properly trained. The importance of their responsibility for the safety of the work crew and the motoring public shall be emphasized. Traffic regulators shall dress in a manner to command respect of the public and cooperation of fellow employees. Their activity shall present a positive image of Michigan Paving & Materials Company and all related companies. Job site supervision shall consult regularly with traffic regulators to assure a mutual understanding on how the control of traffic is to be maintained. In alternating traffic situations, communications between traffic regulators should utilize radios where verbal or hand communication is not possible.

Traffic regulators should also:

- Always stand erect with a stop/slow sign *that conforms to MIOSHA requirements* and held in correct position.
- Never leave their post until properly relieved.
- Make sure their flagging station is properly protected by advance warning signs and proper lighting if night work.
- Always face oncoming traffic except when it is necessary to check the position of your fellow workers.
- Hard hats, safety glasses, work boots and reflectorized fluorescent vests are mandatory.

Additional regulators should be assigned to protect employees in the vicinity of the paver or other situations where personnel or equipment are in close proximity to the traffic lane.

PAVING OPERATION

Employees shall not work or congregate on the traffic side of the paver except for a specific and necessary function. A traffic regulator shall be located in a position near any employee or employees assigned to work in the vicinity of the traffic lane. Along with the required warning signals at each end of the paving activity, cones must be used to delineate the traffic lane from the paving lane. Care must be taken that warning signs are moved along as the paving progresses.

OVERHEAD AND UNDERGROUND HAZARDS (FFE #8)

All overhead and underground hazards must be properly located, identified and marked prior to the commencement of work in that area. A risk analysis (TRACK) shall be conducted to evaluate, minimize and/or eliminate the risk associated with all above and underground hazards. Properly marking overhead power lines in areas where they pose a risk to our employees and others associated with our operations, and others, is required by all employees.

PAVING OPERATIONS IN PARKING LOTS

If applicable, construction warning signs visible from each direction of traffic must be placed at the entrances to the parking lot. Proper safety devices and/or yellow warning tape should be used to warn drivers and pedestrians of fresh asphalt or tack coat. If applicable, a traffic regulator should be assigned to keep traffic clear of the paving operation and guide asphalt trucks in and out of the area.

PAVING OPERATIONS NEAR RAILROAD CROSSINGS

All work in the FRA Red Zone (within 4 feet from outside rail on each side of the track) will be done only with a FRA qualified flagman or watchman as specified by the local Engineering representative. All work beyond 4 feet from the outside rails and within 25 feet, must be done under the supervision of a qualified inspector. All work must be stopped while trains are passing within the work zone. All workers will remain off the tracks. If necessary to perform the work on track, protection will be provided as stated above.

VEHICLE AND EQUIPMENT MOUNTED FLASHERS

All equipment on the paving site must have a flasher or rotating beacon operating at all times the equipment is on or in close proximity of the roadway. These flashers must also be utilized when loading or unloading from the lowboy. The flasher or beacon must be at a height above the equipment that the operator's position does not interfere with its visibility.

RIDING ON EQUIPMENT

Riding on any construction equipment is strictly prohibited at all MPM and Cadillac job sites, unless it is an approved seat which is installed on the piece of equipment. No one is to ride on the screed of an asphalt paver at any time unless it is in the forward motion position; the screed operator must be performing that job function with the screed in the operating position. Employees are not to be transported on a job or from one job to another in the bed of a pickup or on a trailer.

SAFE TRANSPORTATION AND SEAT BELT USAGE

All drivers must be trained and regularly assessed and must carry out documented daily pre-shift company vehicle inspections for both on-site and off-site use. All loads must be secure and within vehicle weight limits. Seat belts must be worn by everyone in all company vehicles and while operating any piece of mobile equipment that has a roll over protection system (ROPS). All

operators of equipment must be qualified by their supervisor to operate such equipment safely. Violation of this safety policy will be serious, including up to termination.

EQUIPMENT AND LOCK OUT – TAG OUT (LOTO) (FFE #3)

Operators of all equipment are to check their equipment at the start of each day to assure that it is in proper working order. All vehicles including paving equipment must have adequate audible back up alarms in functioning order or removed from service. In the event anything is not functioning properly he/she must notify his/her supervisor and the equipment must be locked and tagged properly to avoid others from using the equipment. Proper training must be provided to each affected and authorized employee before they are exposed to such a risk. Failure to comply with proper LOTO of equipment will result in immediate termination.

ACCIDENT PREVENTION

SIGNS AND TAGS

Appropriate warning signs must be displayed at all potentially dangerous locations or equipment such as, but not limited to electrical installations, gas pipelines, fueling areas and gas storage areas. Tags are to be used as a temporary means of warning of hazardous condition, defective equipment, etc. All employees must be instructed regarding the meaning and intents of the signs and tags. All tanks and pipe lines must be prominently identified. The perimeter or each site should be posted with signs warning “No Trespassing, Violators will be Prosecuted.”

TRAINING

Newly assigned equipment operators should review the manual for that particular piece of equipment with a supervisor or other qualified employee. A hands-on demonstration of his/her ability to operate the equipment safely is required. Traffic control persons must be given instruction and training so they will know how to perform their duties effectively. Included in this training should be a showing of the video “Training the Traffic Control Person” and a copy of the “Traffic Regulations Instruction Manual” should be handed out and read.

Note: All training shall be recorded with a copy on file at the division office.

FIRST AID

An adequate supply of first aid materials must be kept readily available at the plant office, plant control-house and at all work sites. First-aid kits must be checked monthly along with fire extinguishers. A “Water Gel” burn kit must be kept on or in the vicinity of the paver or in close proximity to areas known to have high exposure to burn incidents. At least two members of each crew shall have current first aid and CPR training.

CONFINED SPACE (FFE #5)

Confined Space Entry (CSE): When any part of a person's body breaks the plane of the space's opening.

Before any employee enters a confined space, all potential hazards must be identified and all necessary safeguards must be in place. The proper confined training must be given to each affected employee before they are exposed to such risk. Definitions are as follows:

Any space that:

- Is large enough and configured in such a way that an employee can bodily enter and perform work
- Has limited or restricted means for entry or exit, and
- Is not designed for continuous employee occupancy

PERMIT-REQUIRED CONFINED SPACE

A confined space that has one or more of the following characteristics:

- Contains or has the potential to contain a hazardous atmosphere
- Contains a material that has the potential for engulfing an entrant,
- Has an internal configuration that could trap or asphyxiate an entrant (e.g., converging walls, sloping floor), and/or
- Contains any other recognized serious safety or health hazard.

WORKING AT HEIGHTS (FFE #6)

FALL PROTECTION EQUIPMENT

Any employee who is involved in the repair or general maintenance of equipment must be properly suited with the proper fall protection equipment for the specific job. Proper training must be provided to each affected employee before they are exposed to such risk. Failure to comply with proper fall protection will be serious, including up to termination.

OPEN SIDED FLOORS, WALKWAYS AND PLATFORMS

Every open-sided floor or platform 4 feet or more above adjacent floor or ground level must be guarded by a standard railing on all open sides. A standard railing consists of a top rail 42 inches in height and an intermediate rail midway to the surface. Electric cable trays should not be used as a work surface.

5'S PROGRAM (FFE #14)

HOUSEKEEPING

Good housekeeping is essential to any accident prevention effort. Poor housekeeping is probably the greatest single cause of accidents. Awareness is the first step in changing symptoms of poor housekeeping. Good Housekeeping is more than just cleaning up.

- Passageways and walkways must be kept clear at all times.
- Storage areas must be kept in an orderly manner. Incoming materials should be immediately placed in their pre-determined location.
- Damage or defective equipment must be repaired or disposed of immediately. Trash and refuse should be collected daily and disposed of weekly at a maximum.

The 5-S process takes good housekeeping to a higher level by making it part of our everyday activities. We will use the 5-S program; Sort, Sweep, Simplify, Standardize, and Self Discipline, at all facilities and jobsites. 5-S sustainability will be the responsibility of each supervisor and his crew members

Good Housekeeping:

- Helps create good safety performance
- Reflects a good company image
- Improves morale
- Specifically reduces and/or eliminates slips, trips, and falls
- Improves efficiency
- Improves production

MOBILE PLANT SAFETY (FFE #2)

FIRE PROTECTION AND PREVENTION

Fire extinguishers must be placed 50 to 75 feet from all potential hazards and within 20 feet of a fueling location. Multi-purpose (ABC) fire extinguishers must be prominently mounted on all vehicles where they are readily accessible. Fire extinguishers shall be inspected and initialed monthly to assure they are in the proper location and have not been used or tampered with.

TRAFFIC SAFETY ON PLANT PROPERTY

All plants will have an established traffic pattern for the smooth flow of truck and equipment traffic. This pattern is to be prominently designated by appropriate signs and/or pavement

markings. Areas not in the asphalt truck traffic pattern shall be posted "Unauthorized Trucks Keep Out." A 15 mph speed limit must be posted and enforced. Stop signs should be prominently displayed at exits to public thoroughfares.

FIREARMS

No firearms of any kind are allowed on any of our premises, on any of our job-sites, or in any of our vehicles or equipment. There are no exceptions to this rule, including having a concealed carry permit. Discipline for having a firearm at work will be serious, including up to termination.

DISCIPLINARY ACTION

Violations of Michigan Paving & Material's and all related companies safety policy will result in disciplinary action up to and including termination.

Any employee(s) involved in a serious violation as listed below will be immediately terminated:

- ***Positive drug or alcohol test***
- ***Drug or alcohol consumption at the workplace or jobsite***
- ***Driving with a suspended or improper license***
- ***Physically assaulting a co-worker***
- ***Any Lock Out-Tag Out (LOTO) violation***
- ***Any confined space violation***
- ***Failure to properly utilize all the required personal protective equipment when handling or working around hot liquid asphalt cement.***

The company reserves the right to terminate on the 1st offense for any willful disregard of safety that has or could have resulted in serious injuries to the employee or co-workers.

Any supervisor who is aware of and allows an unsafe act will receive the same discipline as the employee.

All written warnings are to be documented and placed in the employee's personnel file.

ADDITIONAL SAFETY RULES & PRACTICES FOR ASPHALT PLANT OPERATIONS

PERSONAL SAFETY EQUIPMENT (FFE #9)

- Face and eye protection must be used where a hazard exists due to flying objects or particles, harmful contacts, exposure such as glare, liquids, injurious radiation and electrical flash or a combination of these hazards. It is specifically required for the following jobs and conditions:
 - Welding and cutting
 - Use of saws and abrasive wheels
 - Pounding metal on metal.
- Head Protection: Ear muffs or plugs must be worn when employees are exposed to sound levels exceeding those listed in the MIOSHA standards. Noise exposure surveys will be instituted where conditions warrant. Failure to wear required safety equipment will result in disciplinary action and up to including termination.

MACHINE GUARDING (FFE #4)

Any moving part, or component of , a piece of equipment, machinery, or plant that exposes a person to a “pinch point” or “caught between” hazard shall be adequately guarded as to eliminate or minimize the risk.

ELECTRICAL

All electrical installations must be in compliance with the National Electrical Code. All junction boxes and switches must be marked or labeled to clearly indicate the equipment served **per the NFPA70E code**. Defective electrical cords must be replaced. All outside 110-volt electrical receptacles must be GFCI protected. Weatherproof switches and receptacles are to be used for all outside equipment. **Electrical equipment or components under repair or modification must be protected in accordance with the Lockout-Tag out procedure.**

STAIRWAY, RAILINGS AND GUARDS

Fixed stairs must be provided for access for one structure level to another and for access to operating platforms. Every flight of stairs having four or more risers must be equipped with standard railings at a height of 30 to 34 inches from the surface of the tread.

FIXED LADDERS

Ladders must be kept in good condition. If damaged, they must be repaired, destroyed or removed from plant property. Fiberglass ladders are recommended as they are non-conductive of

electricity and are resistant to damage from chemicals and the elements. In sure portable ladders must extend 3 feet above the work surface at an angel of approximately 4 to 1. The ladder must be secured from slippage. Use of a lanyard (tie off) is recommended. Ladders must be placed in a horizontal position when not in use.

SCAFFOLDS AND VEHICLE MOUNTED ELEVATING WORK PLATFORM

When access is required to a work location not accessible by normal walkways, approved scaffolding or vehicle mounted platforms equipped with all required safety devices should be utilized.

STORAGE OF HAZARDOUS MATERIALS (FFE #10)

Fuel oil, gasoline, LP gas, acetylene, oxygen and liquid asphalt are among the products that fall under the provisions for storage of hazardous materials. These materials must be stored in orderly fashion. The distance between any two flammable or combustible liquid storage containers must be not less than three feet. Spacing must be provided so tanks are accessible for fire-fighting purposes. Compressed gases must be stored in an upright position and secured to prevent falling.

WELDING AND CUTTING

Under no conditions may acetylene be used at a pressure in excess of 15 psi. Cylinders must be stored in a well-protected, well ventilated location and must be secured in an upright position. **Oxygen cylinders in storage must be separated from fuel gas cylinders by a distance of 20 feet or protected by a non-combustible barrier, a minimum of 5 feet high.** Arc welding equipment terminal leads must be protected from accidental contact. The frame or case of the welding machine must be securely grounded. Electrode leads must be free of damaged insulation.

PROPANE HEATING TORCHES

Propane cylinders used in conjunction with heating torches must be secured by chain to a substantial support or a heavy-duty cart designed for this purpose. Approved hoses in good condition should be used to connect the torch. A bracket must be used to coil the hose when not in use. Fire extinguishers with a rating of at least 1A, 10BC should be fastened to the stanchion or cart. Valves for the torch must be securely closed when not in actual use. A placard with safety instructions must be posted.

HAND AND POWER TOOLS

All tools should be checked before use. Defective tools must be tagged and removed from service. Grinders and circular saws must have guards in place. Electrically-operated tools must be effectively grounded or double insulated.

HAZARD COMMUNICATION – (Right to Know)

All plants must comply with Hazard Communication regulations and Michigan Paving & Materials Company's, and all related companies, Hazard Communication policy. Material safety data sheets (MSDS) must be kept readily accessible to employees at each plant.

LIFTING/RIGGING (FFE #7)

Anyone who uses a lifting device (crane, boom truck, overhead hoist, floor hoist, etc.) must be properly trained and qualified in the operation of each specific lifting device that he/she may operate. Operation of such equipment includes, but is not limited to the lifting capacities of the respective lifting device and associated rigging of the material to be lifted. Anyone that is required to attach any given load to a lifting device shall be properly trained in safe rigging procedures.

Properly manage third party contractors while on OMG premises.

The safety performance of third party contractors/subcontractors while present on OMG properties and jobsites affects the safety of everyone. The concern is that the safety programs of other contractors may not meet the expectations of OMG. As the controlling contractor, we must ensure that these contractors comply with all applicable rules and regulations regarding safety, health and the environment. In order to provide the level of protection that OMG requires the following recommendations are made:

In addition to complying with all applicable rules and regulations regarding safety, health, and the environment, all third party contractors, while present on OMG properties, jobsites, and/or performing work under contract for OMG must comply with all OMG safety policies and procedures. It's is OMG's responsibility to ensure that the contractor(s) understand what OMG's expectations are regarding their safety performance and compliance with our safety policies and procedures. OMG personnel have the obligation to immediately stop any unsafe behavior by a third party contractor while performing work under contract for OMG or while present on OMG property and/or job site.



OLDCASTLE MATERIALS, INC. MOBILE PHONE/ELECTRONIC DEVICE USAGE POLICY

Mobile phones and certain electronic devices are important tools, but there are situations in which we must restrict their use to keep ourselves and those around us safe. This policy addresses the use of all mobile electronic devices at work, including but not limited to mobile phones, laptop computers, mp3 players, iPods, tablets, etc.

Mobile electronic device use must not distract you from your duties while on the job. Mobile electronic device usage includes phone conversations, texting, emailing, listening to music and other activities that can cause a distraction.

While communication is essential to our work, there are times when the use of mobile electronic devices is prohibited or limited.

- Reviewing e-mails or text messages while driving is prohibited.
- Using mobile electronic devices while operating mobile equipment is prohibited.
- No employee shall use an electronic device when they are crossing traffic routes, engaged in safety sensitive work, or in areas where the site rules strictly prohibit them.
- Cell phone usage while driving should be limited – exercise caution, be brief and utilize a hands-free system.
- Use of electronic devices and two-way radios at a plant, operations facility or jobsite should be limited – utilize secure locations that are physically removed from all distractions and areas of potential hazards.

Violation of any part of the company policy may result in disciplinary action which may include a warning, loss of company vehicle use, suspension, or termination.



Oldcastle, Inc.

COMMERCIAL MOTOR VEHICLE MOBILE TELEPHONE USAGE POLICY

Purpose: This policy implements the Federal Motor Carrier Safety Administration's (FMCSA) rule restricting the use of hand-held mobile telephones by drivers of commercial motor vehicles* (CMV).

Scope: All drivers of CMVs.

Policy: All drivers of CMVs are prohibited from:

- Reaching for, dialing, or holding a mobile telephone while driving
- Initiating a call on a mobile telephone while driving, unless initiation of a call can be made by voice activation without the pushing of more than one button
- Texting, emailing, messaging, and accessing a World Wide Web page or any application on a mobile telephone while driving
- Answering a call on any mobile telephone while driving that requires the pushing of more than one button

Driving is defined as operating a CMV on a highway, including while temporarily stationary because of traffic, a traffic control device, or other momentary delays. Driving does not include operating a CMV when the driver has moved the vehicle to the side of, or off, a highway and has halted in a location where the vehicle can remain safely stationary. A mobile telephone is defined as a mobile communication device that falls under or uses any commercial mobile radio service as defined by the FCC and does not include two-way or CB radios.

The use of a hands free-device is allowed only if the hands-free headset is within reach while the driver is properly restrained by a seat belt. In addition, the push-to-talk feature is permitted to be used only if the mobile telephone is mounted in a cradle or similar device near the driver, or there is a remote push-to-talk button near the vehicle controls that allows the driver to communicate without reaching for, dialing, or holding the actual mobile telephone in his/her hands while driving.

When one of the above-referenced exceptions applies, all mobile telephone communications while driving must still be limited to business communications that are essential to the job and must be limited in duration so as to allow only for the transmission of necessary information.

Emergency exception: Using a hand-held mobile telephone is allowed when necessary to communicate with law enforcement officials or other emergency services.

Violation of this policy may result in discipline up to and including termination. Drivers may also be subject to penalties, including fines or suspensions, and/or driver disqualification assessed by law enforcement and the FMCSA.

All CMV drivers must also follow any state or local laws regarding mobile telephone usage. This policy shall take precedence over any less stringent state or local regulations.

* A CMV is defined as a vehicle used on a highway to transport passengers or property that has a gross weight rating or gross combination weight rating, or gross vehicle weight rating or gross combination weight of 4,536 kg (10,001 pounds) or more, whichever is greater; or is designed to transport more than 8 passengers, including the driver, for compensation; or is designed to transport more than 15 passengers, including the driver, not for compensation; or is transporting hazardous material as designated under 49 U.S.C. 5103 and transported in a quantity requiring placarding under Title 49.

STEPS TO FOLLOW WHEN AN INJURY OCCURS:

- 1st** Assess the extent of the employee's injury
- 2nd** Call 911 if Emergency
- 3rd** Call your Supervisor immediately
- 4th** If unable to reach supervisor, please contact the Safety Department or HR Department.

Safety Department:

Chris Abbott: 517-204-2310

Mike Tyrrell: 734-777-1775

Danielle Hampsher: 734-216-2310

HR Department:

Kelley Grant: 734-397-8289

Kelly Westover: 734 224-6154

Rhonda Bywater: 734-397-9306

- 5th** Manager/Supervisor: Arrange for employee to be **accompanied** to one of the approved facilities (if one is close by-if not go to the nearest emergency facility)
- 6th** Manager/Supervisor: Assist the employee in filling out the Incident/Injury Report (Provide Very Detailed Information)