

# CONSTRUCTION REQUEST FOR PROPOSAL

RFP No. 22-38

## PAVEMENT MARKING MAINTENANCE & A2 VISION ZERO QUICK BUILD PROJECT – FY 2023

City of Ann Arbor  
ENGINEERING/PUBLIC SERVICES



**Due Date: June 29, 2022 by 2:00 p.m. (local time)**

Issued By:

City of Ann Arbor  
Procurement Unit  
301 E. Huron Street  
Ann Arbor, MI 48104

# **E. Schedule of Pricing/Cost – 20 Points**

Company: P.K. CONTRACTING, LLC

## **Unit Price Bid**

<u>No.</u>	<u>No.</u>	<u>Item Description</u>	<u>Unit</u>	<u>Quantity</u>	<u>Unit Price</u>	<u>Total Price</u>
5	1047051	_Certified Payroll Compliance and Reporting	LSUM	1.000	\$ <u>10,000.00</u>	\$ <u>10,000.00</u>
10	1507051	_Mobilization, Max. \$7,500.00	LSUM	1.000	\$ <u>7,500.00</u>	\$ <u>7,500.00</u>
15	8117001	_Pavt Mrkg, Longit, 6 inch or Less Width, Rem	Ft	2,105.000	\$ <u>.95</u>	\$ <u>1,999.75</u>
20	8117001	_Pavt Mrkg, Longit, Greater than 6 inch Width, Rem	Ft	150.000	\$ <u>1.25</u>	\$ <u>187.50</u>
25	8117001	_Pavt Mrkg, Polyurea, 12 inch, Cross Hatching, White	Ft	150.000	\$ <u>5.95</u>	\$ <u>892.50</u>
30	8117001	_Pavt Mrkg, Polyurea, 12 inch, Cross Hatching, Yellow	Ft	150.000	\$ <u>5.95</u>	\$ <u>892.50</u>
35	8117001	_Pavt Mrkg, Polyurea, 12 inch, Crosswalk	Ft	1,245.000	\$ <u>5.95</u>	\$ <u>7,407.75</u>
40	8117001	_Pavt Mrkg, Polyurea, 24 inch, Crosswalk	Ft	50.000	\$ <u>12.95</u>	\$ <u>647.50</u>
45	8117001	_Pavt Mrkg, Polyurea, 24 inch, Stop Bar	Ft	425.000	\$ <u>12.95</u>	\$ <u>5,503.75</u>
50	8117001	_Pavt Mrkg, Polyurea, 4 inch, White	Ft	12,500.000	\$ <u>.85</u>	\$ <u>10,625.00</u>
55	8117001	_Pavt Mrkg, Polyurea, 4 inch, Yellow	Ft	41,508.000	\$ <u>.85</u>	\$ <u>35,281.80</u>
60	8117001	_Pavt Mrkg, Polyurea, 6 inch, Crosswalk	Ft	150.000	\$ <u>2.95</u>	\$ <u>442.50</u>
65	8117001	_Pavt Mrkg, Polyurea, 6 inch, White	Ft	33,123.000	\$ <u>.99</u>	\$ <u>32,791.77</u>
70	8117001	_Pavt Mrkg, Sprayable Thermopl, 4 inch, White	Ft	17,500.000	\$ <u>.27</u>	\$ <u>4,725.00</u>
75	8117001	_Pavt Mrkg, Sprayable Thermopl, 4 inch, Yellow	Ft	87,500.000	\$ <u>.27</u>	\$ <u>23,625.00</u>
80	8117001	_Pavt Mrkg, Sprayable Thermopl, 6 inch, White	Ft	35,000.000	\$ <u>.37</u>	\$ <u>12,950.00</u>
85	8117001	_Pavt Mrkg, Thermopl, 12 inch, Cross Hatching, White	Ft	150.000	\$ <u>6.00</u>	\$ <u>900.00</u>
90	8117001	_Pavt Mrkg, Thermopl, 12 inch, Cross Hatching, Yellow	Ft	250.000	\$ <u>6.00</u>	\$ <u>1,500.00</u>
95	8117001	_Pavt Mrkg, Thermopl, 12 inch, Crosswalk	Ft	17,500.000	\$ <u>6.00</u>	\$ <u>105,000.00</u>
100	8117001	_Pavt Mrkg, Thermopl, 24 inch, Crosswalk	Ft	4,000.000	\$ <u>12.00</u>	\$ <u>48,000.00</u>

TOTAL THIS PAGE \$ 310,872.32

## Unit Price Bid

No.	No.	Item Description	Unit	Quantity	Unit Price	Total Price
105	8117001	_Pavt Mrkg, Thermopl, 24 inch, Stop Bar	Ft	5,000.000	\$ <u>12.00</u>	\$ <u>60,000.00</u>
110	8117001	_Pavt Mrkg, Thermopl, 6 inch, Crosswalk	Ft	12,500.000	\$ <u>2.75</u>	\$ <u>34,375.00</u>
115	8117001	_Pavt Mrkg, , For On-Street Parking, 4 inch, White	Ft	150.000	\$ <u>1.95</u>	\$ <u>292.50</u>
120	8117001	_Recessing Pavement Markings, Longit	Ft	8,500.000	\$ <u>.65</u>	\$ <u>5,525.00</u>
125	8117010	_Pavt Mrkg, Polymer Cement Surface, Bike Lane Green	Sft	15,300.000	\$ <u>6.95</u>	\$ <u>106,335.00</u>
130	8117010	_Pavt Mrkg, Polymer Cement Surface, Tan	Sft	10,574.000	\$ <u>6.95</u>	\$ <u>73,489.30</u>
135	8117010	_Recessing Pavement Markings, Transv	Sft	1,500.000	\$ <u>4.00</u>	\$ <u>6,000.00</u>
140	8117010	_Rem Spec Mrkg	Sft	7,744.000	\$ <u>2.95</u>	\$ <u>22,844.80</u>
145	8117050	_Pavt Mrkg, Ovly Cold Plastic, Bike, Small Sym	Ea	10.000	\$ <u>150.00</u>	\$ <u>1,500.00</u>
150	8117050	_Pavt Mrkg, Ovly Cold Plastic, Direction Arrow Sym, Bike	Ea	10.000	\$ <u>150.00</u>	\$ <u>1,500.00</u>
155	8117050	_Pavt Mrkg, Ovly Cold Plastic, Sharrow Symbol	Ea	10.000	\$ <u>215.00</u>	\$ <u>2,150.00</u>
160	8117050	_Pavt Mrkg, Ovly Cold Plastic, Speed Hump Chevron, White	Ea	10.000	\$ <u>375.00</u>	\$ <u>3,750.00</u>
165	8117050	_Pavt Mrkg, Polyurea, Bike, Small Sym	Ea	40.000	\$ <u>140.00</u>	\$ <u>5,600.00</u>
170	8117050	_Pavt Mrkg, Polyurea, Direction Arrow Sym, Bike	Ea	40.000	\$ <u>140.00</u>	\$ <u>5,600.00</u>
175	8117050	_Pavt Mrkg, Polyurea, Lt Turn Arrow Sym	Ea	10.000	\$ <u>180.00</u>	\$ <u>1,800.00</u>
180	8117050	_Pavt Mrkg, Polyurea, Only	Ea	10.000	\$ <u>180.00</u>	\$ <u>1,800.00</u>
185	8117050	_Pavt Mrkg, Polyurea, Railroad Sym	Ea	1.000	\$ <u>350.00</u>	\$ <u>350.00</u>
190	8117050	_Pavt Mrkg, Polyurea, Rt and Lt Turn Arrow Sym	Ea	1.000	\$ <u>200.00</u>	\$ <u>200.00</u>
195	8117050	_Pavt Mrkg, Polyurea, Rt Turn Arrow Sym	Ea	10.000	\$ <u>180.00</u>	\$ <u>1,800.00</u>
200	8117050	_Pavt Mrkg, Polyurea, School	Ea	2.000	\$ <u>210.00</u>	\$ <u>420.00</u>
205	8117050	_Pavt Mrkg, Polyurea, Sharrow Symbol	Ea	22.000	\$ <u>195.00</u>	\$ <u>4,290.00</u>
TOTAL THIS PAGE					\$	<u>339,621.60</u>

## Unit Price Bid

No.	No.	Item Description	Unit	Quantity	Unit Price	Total Price
210	8117050	_Pavt Mrkg, Polyurea, Thru and Lt Turn Arrow Sym	Ea	2.000	\$ <u>200.00</u>	\$ <u>400.00</u>
215	8117050	_Pavt Mrkg, Polyurea, Thru and Rt Turn Arrow Sym	Ea	2.000	\$ <u>200.00</u>	\$ <u>400.00</u>
220	8117050	_Pavt Mrkg, Polyurea, Thru Arrow Sym	Ea	1.000	\$ <u>170.00</u>	\$ <u>170.00</u>
225	8117050	_Pavt Mrkg, Preformed Thermoplastic, Accessible Sym	Ea	2.000	\$ <u>350.00</u>	\$ <u>700.00</u>
230	8117050	_Pavt Mrkg, Thermopl, Lt Turn Arrow Sym	Ea	100.000	\$ <u>175.00</u>	\$ <u>17,500.00</u>
235	8117050	_Pavt Mrkg, Thermopl, Merge	Ea	1.000	\$ <u>195.00</u>	\$ <u>195.00</u>
240	8117050	_Pavt Mrkg, Thermopl, Merge Arrow Sym	Ea	2.000	\$ <u>275.00</u>	\$ <u>550.00</u>
245	8117050	_Pavt Mrkg, Thermopl, Only	Ea	80.000	\$ <u>175.00</u>	\$ <u>14,000.00</u>
250	8117050	_Pavt Mrkg, Thermopl, Railroad Sym	Ea	1.000	\$ <u>385.00</u>	\$ <u>385.00</u>
255	8117050	_Pavt Mrkg, Thermopl, Rt and Lt Turn Arrow Sym	Ea	1.000	\$ <u>200.00</u>	\$ <u>200.00</u>
260	8117050	_Pavt Mrkg, Thermopl, Rt Turn Arrow Sym	Ea	20.000	\$ <u>175.00</u>	\$ <u>3,500.00</u>
265	8117050	_Pavt Mrkg, Thermopl, School	Ea	10.000	\$ <u>275.00</u>	\$ <u>2,750.00</u> NS
270	8117050	_Pavt Mrkg, Thermopl, Speed Hump Chevron, White	Ea	10.000	\$ <u>350.00</u>	\$ <u>3,500.00</u> NS
275	8117050	_Pavt Mrkg, Thermopl, Thru and Lt Turn Arrow Sym	Ea	10.000	\$ <u>195.00</u>	\$ <u>1,950.00</u>
280	8117050	_Pavt Mrkg, Thermopl, Thru and Rt Turn Arrow Sym	Ea	5.000	\$ <u>195.00</u>	\$ <u>975.00</u>
285	8117050	_Pavt Mrkg, Thermopl, Thru Arrow Sym	Ea	5.000	\$ <u>150.00</u>	\$ <u>750.00</u>
290	8117050	_Pavt Mrkg, Thermopl, Yield	Ea	2.000	\$ <u>195.00</u>	\$ <u>390.00</u>
TOTAL THIS PAGE						\$ <u>48,315.00</u>
TOTAL FROM PAGE ADDENDUM -1-5						\$ <u>310,872.32</u>
TOTAL FROM PAGE ADDENDUM -1-6						\$ <u>339,621.60</u>
TOTAL BASE BID						\$ <u>698,808.92</u>

concerning who the Supervising Professional is, Contractor shall confirm with the manager of the Administering Service Area/Unit.

Contractor's Representative means NICHOLAS C. SHEA [Insert name] whose job title is [Insert job title]. VICE PRESIDENT

### ARTICLE III - Time of Completion

- (A) The work to be completed under this Contract shall begin immediately on the date specified in the Notice to Proceed issued by the City.
- (B) The entire work for this Contract shall be completed in accordance with the scheduling requirements outlined in the "Detailed Specification for Project Schedule" found in the Contract Documents.
- (C) Failure to complete all the work within the time specified above, including any extension granted in writing by the Supervising Professional, shall obligate the Contractor to pay the City, as liquidated damages and not as a penalty, the amount(s) specified in the "Detailed Specification for Project Schedule" found in the Contract Documents for each calendar day of delay in the completion of all the work. If any liquidated damages are unpaid by the Contractor, the City shall be entitled to deduct these unpaid liquidated damages from the monies due the Contractor.

The liquidated damages are for the non-quantifiable aspects of any of the previously identified events and do not cover actual damages that can be shown or quantified nor are they intended to preclude recovery of actual damages in addition to the recovery of liquidated damages.

- (D) The term of this Contract shall extend until June 30, 2023, or until satisfactory performance of all services have been performed, whichever occurs first. Subject to the availability of funding, the Contract may be extended for one one-year term, subject to the same terms and conditions, including unit prices, in the original Contract and subject to agreement by the City and the Contractor. Between January 1 and March 31, 2023, the City may provide a written request for the one-year extension to the Contractor, after which the Contractor shall have 30 days to respond in writing that it agrees to the one-year extension. Failure to respond may result in the Contract being reissued for bid.

### ARTICLE IV - The Contract Sum

- (A) The City shall pay to the Contractor for the performance of the Contract, the unit prices as given in the Bid Form for the estimated bid total of:

SIX HUNDRED NINETY EIGHT THOUSAND Dollars (\$ 698,808.<sup>92</sup>  
EIGHT HUNDRED EIGHT AND 92/100)

- (B) The amount paid shall be equitably adjusted to cover changes in the work ordered by the Supervising Professional but not required by the Contract Documents. Increases or decreases shall be determined only by written agreement between the City and Contractor.

**ATTACHMENT B**  
**GENERAL DECLARATIONS**

City of Ann Arbor  
Guy C. Larcom Municipal Building  
Ann Arbor, Michigan 48107

Ladies and Gentlemen:

The undersigned, as Bidder, declares that this Bid is made in good faith, without fraud or collusion with any person or persons bidding on the same Contract; that this Bidder has carefully read and examined the bid documents, including City Nondiscrimination requirements and Declaration of Compliance Form, Living Wage requirements and Declaration of Compliance Form, Prevailing Wage requirements and Declaration of Compliance Form, Vendor Conflict of Interest Form, Notice of Pre-Bid Conference, General Information, Bid, Bid Forms, Contract, Bond Forms, General Conditions, Standard Specifications, Detailed Specifications, all Addenda, and the Plans (if applicable) and understands them. The Bidder declares that it conducted a full investigation at the site and of the work proposed and is fully informed as to the nature of the work and the conditions relating to the work's performance. The Bidder also declares that it has extensive experience in successfully completing projects similar to this one.

The Bidder acknowledges that it has not received or relied upon any representations or warrants of any nature whatsoever from the City of Ann Arbor, its agents or employees, and that this Bid is based solely upon the Bidder's own independent business judgment.

The undersigned proposes to perform all work shown on the plans or described in the bid documents, including any addenda issued, and to furnish all necessary machinery, tools, apparatus, and other means of construction to do all the work, furnish all the materials, and complete the work in strict accordance with all terms of the Contract of which this Bid is one part.

In accordance with these bid documents, and Addenda numbered 1, the undersigned, as Bidder, proposes to perform at the sites in and/or around Ann Arbor, Michigan, all the work included herein for the amounts set forth in the Bid Forms.

The Bidder declares that it has become fully familiar with the liquidated damage clauses for completion times and for compliance with City Code Chapter 112, understands and agrees that the liquidated damages are for the non-quantifiable aspects of non-compliance and do not cover actual damages that may be shown and agrees that if awarded the Contract, all liquidated damage clauses form part of the Contract.

The Bidder declares that it has become fully familiar with the provisions of Chapter 14, Section 1:320 (Prevailing wages) and Chapter 23 (Living Wage) of the Code of the City of Ann Arbor and that it understands and agrees to comply, to the extent applicable to employees providing services to the City under this Contract, with the wage and reporting requirements stated in the City Code provisions cited. Bidder certifies that the statements contained in the City Prevailing Wage and Living Wage Declaration of Compliance Forms are true and correct. Bidder further agrees that the cited provisions of Chapter 14 and Chapter 23 form a part of this Contract.

The Bidder declares that it has become familiar with the City Conflict of Interest Disclosure Form and certifies that the statement contained therein is true and correct.

The Bidder encloses a certified check or Bid Bond in the amount of 5% of the total of the Bid Price. The Bidder agrees both to contract for the work and to furnish the necessary Bonds and insurance documentation within 10 days after being notified of the acceptance of the Bid.

If this Bid is accepted by the City and the Bidder fails to contract and furnish the required Bonds and insurance documentation within 10 days after being notified of the acceptance of this Bid, then the Bidder shall be considered to have abandoned the Contract and the certified check or Bid Bond accompanying this Bid shall become due and payable to the City.

If the Bidder enters into the Contract in accordance with this Bid, or if this Bid is rejected, then the accompanying check or Bid Bond shall be returned to the Bidder.

In submitting this Bid, it is understood that the right is reserved by the City to accept any Bid, to reject any or all Bids, to waive irregularities and/or informalities in any Bid, and to make the award in any manner the City believes to be in its best interest.

SIGNED THIS 28 DAY OF JUNE, 2022

P.K. CONTRACTING, LLC

Bidder's Name

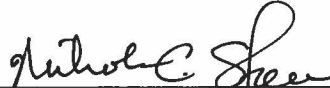
1965 BARRETT

TROY, MI 48064

Official Address

248 362 2130

Telephone Number



Authorized Signature of Bidder

**Nicholas C. Shea, Vice President**

(Print Name of Signer Above)

nick@pkcontracting.com

Email Address for Award Notice

**ATTACHMENT C**  
**LEGAL STATUS OF BIDDER**

(The bidder shall fill out the appropriate form and strike out the other three.)

Bidder declares that it is:

\* A corporation organized and doing business under the laws of the State of

\_\_\_\_\_, for whom \_\_\_\_\_, bearing the office title  
of \_\_\_\_\_, whose signature is affixed to this Bid, is authorized to execute contracts.

NOTE: If not incorporated in Michigan, please attach the corporation's Certificate of Authority

• A limited liability company doing business under the laws of the State of \_\_\_\_\_  
whom NICHOLAS C. SHEA bearing the title of VICE PRESIDENT  
whose signature is affixed to this proposal, is authorized to execute contract on behalf of the  
LLC.

\* A partnership, organized under the laws of the state of \_\_\_\_\_ and filed in the county  
of \_\_\_\_\_, whose members are (list all members and the street and mailing address of  
each) (attach separate sheet if necessary):

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

\* An individual, whose signature with address, is affixed to this Bid: \_\_\_\_\_  
(initial here)

**Authorized Official**

Nicholas C. Shea Date JUNE 28, 2022

(Print) Name NICHOLAS C. SHEA Title VICE PRESIDENT

Company:

P.K. CONTRACTING, LLC

Address:

1965 BARNETT DR TROY, MI 48084

Contact Phone (248) 362 2130 Fax (248) 362 4969

Email nick@pkcontracting.com

**ATTACHMENT D**  
**PREVAILING WAGE DECLARATION OF COMPLIANCE**

The "wage and employment requirements" of Section 1:320 of Chapter 14 of Title I of the Ann Arbor City Code mandates that the city not enter any contract, understanding or other arrangement for a public improvement for or on behalf of the city unless the contract provides that all craftsmen, mechanics and laborers employed directly on the site in connection with said improvements, including said employees of subcontractors, shall receive the prevailing wage for the corresponding classes of craftsmen, mechanics and laborers, as determined by statistics for the Ann Arbor area compiled by the United States Department of Labor. Where the contract and the Ann Arbor City Code are silent as to definitions of terms required in determining contract compliance with regard to prevailing wages, the definitions provided in the Davis-Bacon Act as amended (40 U.S.C. 278-a to 276-a-7) for the terms shall be used. Further, to the extent that any employees of the contractor providing services under this contract are not part of the class of craftsmen, mechanics and laborers who receive a prevailing wage in conformance with section 1:320 of Chapter 14 of Title I of the Code of the City of Ann Arbor, employees shall be paid a prescribed minimum level of compensation (i.e. Living Wage) for the time those employees perform work on the contract in conformance with section 1:815 of Chapter 23 of Title I of the Code of the City of Ann Arbor.

At the request of the city, any contractor or subcontractor shall provide satisfactory proof of compliance with this provision.

The Contractor agrees:

- (a) To pay each of its employees whose wage level is required to comply with federal, state or local prevailing wage law, for work covered or funded by this contract with the City,
- (b) To require each subcontractor performing work covered or funded by this contract with the City to pay each of its employees the applicable prescribed wage level under the conditions stated in subsection (a) or (b) above.
- (c) To provide to the City payroll records or other documentation within ten (10) business days from the receipt of a request by the City.
- (d) To permit access to work sites to City representatives for the purposes of monitoring compliance, and investigating complaints or non-compliance.

The undersigned states that he/she has the requisite authority to act on behalf of his/her employer in these matters and has offered to provide the services in accordance with the terms of the wage and employment provisions of the Chapter 14 of the Ann Arbor City Code. The undersigned certifies that he/she has read and is familiar with the terms of Section 1:320 of Chapter 14 of the Ann Arbor City Code and by executing this Declaration of Compliance obligates his/her employer and any subcontractor employed by it to perform work on the contract to the wage and employment requirements stated herein. The undersigned further acknowledges and agrees that if it is found to be in violation of the wage and employment requirements of Section 1:320 of the Chapter 14 of the Ann Arbor City Code it shall have been deemed a material breach of the terms of the contract and grounds for termination of same by the City.

P.K. CONTRACTING, LLC

Company Name

Nicholas C. Shea

6.28.22

Signature of Authorized Representative

Date

Nicholas C. Shea, Vice President

Print Name and Title

1905 BARNETT DR TROY, MI 48064

Address, City, State, Zip

248 362 2130 nicks@pkcontracting.com

Phone/Email address

Questions about this form? Contact Procurement Office City of Ann Arbor Phone: 734/794-6500

**ATTACHMENT E**  
**LIVING WAGE ORDINANCE DECLARATION OF COMPLIANCE**

The Ann Arbor Living Wage Ordinance (Section 1:811-1:821 of Chapter 23 of Title I of the Code) requires that an employer who is (a) a contractor providing services to or for the City for a value greater than \$10,000 for any twelve-month contract term, or (b) a recipient of federal, state, or local grant funding administered by the City for a value greater than \$10,000, or (c) a recipient of financial assistance awarded by the City for a value greater than \$10,000, shall pay its employees a prescribed minimum level of compensation (i.e., Living Wage) for the time those employees perform work on the contract or in connection with the grant or financial assistance. The Living Wage must be paid to these employees for the length of the contract/program.

*Companies employing fewer than 5 persons and non-profits employing fewer than 10 persons are exempt from compliance with the Living Wage Ordinance. If this exemption applies to your company/non-profit agency please check here ☐ No. of employees*

The Contractor or Grantee agrees:

- (a) To pay each of its employees whose wage level is not required to comply with federal, state or local prevailing wage law, for work covered or funded by a contract with or grant from the City, no less than the Living Wage. The current Living Wage is defined as \$14.82/hour for those employers that provide employee health care (as defined in the Ordinance at Section 1:815 Sec. 1 (a)), or no less than \$16.52/hour for those employers that do not provide health care. The Contractor or Grantor understands that the Living Wage is adjusted and established annually on April 30 in accordance with the Ordinance and covered employers shall be required to pay the adjusted amount thereafter to be in compliance with Section 1:815(3).

**Check the applicable box below which applies to your workforce**

- ☒ Employees who are assigned to any covered City contract/grant will be paid at or above the applicable living wage without health benefits
- ☐ Employees who are assigned to any covered City contract/grant will be paid at or above the applicable living wage with health benefits

- (b) To post a notice approved by the City regarding the applicability of the Living Wage Ordinance in every work place or other location in which employees or other persons contracting for employment are working.
- (c) To provide to the City payroll records or other documentation within ten (10) business days from the receipt of a request by the City.
- (d) To permit access to work sites to City representatives for the purposes of monitoring compliance, and investigating complaints or non-compliance.
- (e) To take no action that would reduce the compensation, wages, fringe benefits, or leave available to any employee covered by the Living Wage Ordinance or any person contracted for employment and covered by the Living Wage Ordinance in order to pay the living wage required by the Living Wage Ordinance.

The undersigned states that he/she has the requisite authority to act on behalf of his/her employer in these matters and has offered to provide the services or agrees to accept financial assistance in accordance with the terms of the Living Wage Ordinance. The undersigned certifies that he/she has read and is familiar with the terms of the Living Wage Ordinance, obligates the Employer/Grantee to those terms and acknowledges that if his/her employer is found to be in violation of Ordinance it may be subject to civil penalties and termination of the awarded contract or grant of financial assistance.

P.K. CONTRACTING, LLC  
Company Name

Nicholas C. Shea 6-28-22  
Signature of Authorized Representative Date

Nicholas C. Shea, Vice President  
Print Name and Title

1965 BARRETT DR  
Street Address

Troy, MI 48064  
City, State, Zip

248 362 2130 nick@pkcontracting.com  
Phone/Email address

## Attachment F

# CITY OF ANN ARBOR LIVING WAGE ORDINANCE

**RATE EFFECTIVE APRIL 30, 2022 - ENDING APRIL 29, 2023**

**\$14.82 per hour**

If the employer provides health care benefits\*

**\$16.52 per hour**

If the employer does **NOT** provide health care benefits\*

Employers providing services to or for the City of Ann Arbor or recipients of grants or financial assistance from the City of Ann Arbor for a value of more than \$10,000 in a twelve-month period of time must pay those employees performing work on a City of Ann Arbor contract or grant, the above living wage.

## **ENFORCEMENT**

The City of Ann Arbor may recover back wages either administratively or through court action for the employees that have been underpaid in violation of the law. Persons denied payment of the living wage have the right to bring a civil action for damages in addition to any action taken by the City.

Violation of this Ordinance is punishable by fines of not more than \$500/violation plus costs, with each day being considered a separate violation. Additionally, the City of Ann Arbor has the right to modify, terminate, cancel or suspend a contract in the event of a violation of the Ordinance.

\* Health Care benefits include those paid for by the employer or making an employer contribution toward the purchase of health care. The employee contribution must not exceed \$.50 an hour for an average work week; and the employer cost or contribution must equal no less than \$1/hr for the average work week.

**The Law Requires Employers to Display This Poster Where Employees Can Readily See It.**

**For Additional Information or to File a Complaint contact  
Colin Spencer at 734/794-6500 or [cspencer@a2gov.org](mailto:cspencer@a2gov.org)**



## ATTACHEMENT G

### Vendor Conflict of Interest Disclosure Form

All vendors interested in conducting business with the City of Ann Arbor must complete and return the Vendor Conflict of Interest Disclosure Form in order to be eligible to be awarded a contract. Please note that all vendors are subject to comply with the City of Ann Arbor's conflict of interest policies as stated within the certification section below.

If a vendor has a relationship with a City of Ann Arbor official or employee, an immediate family member of a City of Ann Arbor official or employee, the vendor shall disclose the information required below.

1. No City official or employee or City employee's immediate family member has an ownership interest in vendor's company or is deriving personal financial gain from this contract.
2. No retired or separated City official or employee who has been retired or separated from the City for less than one (1) year has an ownership interest in vendor's Company.
3. No City employee is contemporaneously employed or prospectively to be employed with the vendor.
4. Vendor hereby declares it has not and will not provide gifts or hospitality of any dollar value or any other gratuities to any City employee or elected official to obtain or maintain a contract.
5. Please note any exceptions below:

Conflict of Interest Disclosure*	
Name of City of Ann Arbor employees, elected officials or immediate family members with whom there may be a potential conflict of interest.	( ) Relationship to employee
	( ) Interest in vendor's company
	( ) Other (please describe in box below)
N/A	

\*Disclosing a potential conflict of interest does not disqualify vendors. In the event vendors do not disclose potential conflicts of interest and they are detected by the City, vendor will be exempt from doing business with the City.

I certify that this Conflict of Interest Disclosure has been examined by me and that its contents are true and correct to my knowledge and belief and I have the authority to so certify on behalf of the Vendor by my signature below:		
P.K. CONTRACTING, LLC	248 302 2130	
Vendor Name	Vendor Phone Number	
Nicholas C. Shea	6-28-22	Nicholas C. Shea, Vice President
Signature of Vendor Authorized Representative	Date	Printed Name of Vendor Authorized Representative

Questions about this form? Contact Procurement Office City of Ann Arbor Phone: 734/794-6500, [procurement@a2gov.org](mailto:procurement@a2gov.org)

## ATTACHMENT H

### DECLARATION OF COMPLIANCE

#### Non-Discrimination Ordinance

The "non discrimination by city contractors" provision of the City of Ann Arbor Non-Discrimination Ordinance (Ann Arbor City Code Chapter 112, Section 9:158) requires all contractors proposing to do business with the City to treat employees in a manner which provides equal employment opportunity and does not discriminate against any of their employees, any City employee working with them, or any applicant for employment on the basis of actual or perceived age, arrest record, color, disability, educational association, familial status, family responsibilities, gender expression, gender identity, genetic information, height, HIV status, marital status, national origin, political beliefs, race, religion, sex, sexual orientation, source of income, veteran status, victim of domestic violence or stalking, or weight. It also requires that the contractors include a similar provision in all subcontracts that they execute for City work or programs.

In addition the City Non-Discrimination Ordinance requires that all contractors proposing to do business with the City of Ann Arbor must satisfy the contract compliance administrative policy adopted by the City Administrator. A copy of that policy may be obtained from the Purchasing Manager

The Contractor agrees:

- (a) To comply with the terms of the City of Ann Arbor's Non-Discrimination Ordinance and contract compliance administrative policy, including but not limited to an acceptable affirmative action program if applicable.
- (b) To post the City of Ann Arbor's Non-Discrimination Ordinance Notice in every work place or other location in which employees or other persons are contracted to provide services under a contract with the City.
- (c) To provide documentation within the specified time frame in connection with any workforce verification, compliance review or complaint investigation.
- (d) To permit access to employees and work sites to City representatives for the purposes of monitoring compliance, or investigating complaints of non-compliance.

The undersigned states that he/she has the requisite authority to act on behalf of his/her employer in these matters and has offered to provide the services in accordance with the terms of the Ann Arbor Non-Discrimination Ordinance. The undersigned certifies that he/she has read and is familiar with the terms of the Non-Discrimination Ordinance, obligates the Contractor to those terms and acknowledges that if his/her employer is found to be in violation of Ordinance it may be subject to civil penalties and termination of the awarded contract.

P. K. CONTRACTING, LLC

Company Name

Nicholas C. Shea

6.28.22

Signature of Authorized Representative

Date

Nicholas C. Shea, Vice President

Print Name and Title

1965 BARRETT DR TROY, MI 48064

Address, City, State, Zip

248 362 2130 nick@pkcontracting.com

Phone/Email Address

Questions about the Notice or the City Administrative Policy, Please contact:  
Procurement Office of the City of Ann Arbor  
(734) 794-6500

## **SECTION III - MINIMUM INFORMATION REQUIRED**

### **PROPOSAL FORMAT**

The following describes the elements that should be included in each of the proposal sections and the weighted point system that will be used for evaluation of the proposals.

Bidders should organize Proposals into the following Sections:

- A. Qualifications, Experience and Accountability
- B. Workplace Safety
- C. Workforce Development
- D. Social Equity and Sustainability
- E. Schedule of Pricing/Cost
- F. Authorized Negotiator
- G. Attachments

*Bidders are strongly encouraged to provide details for all of the information requested below within initial proposals. Backup documentation may be requested at the sole discretion of the City to validate all of the responses provided herein by bidders. False statements by bidders to any of the criteria provided herein will result in the proposal being considered non-responsive and will not be considered for award.*

Pursuant to Sec 1:314(9) of the City Code which sets forth requirements for evaluating construction bids, Bidders should submit the following:

#### **A. Qualifications, Experience and Accountability - 20 Points**

1. Qualifications and experience of the bidder and of key persons, management, and supervisory personnel to be assigned by the bidder.  
*- OVER 40 PLUS YEARS IN PAVEMENT MARKING INDUSTRY*
2. References from individuals or entities the bidder has worked for within the last five (5) years including information regarding records of performance and job site cooperation. *- ALL FOREMAN & MANAGERS HAVE AT LEAST 15 YEARS EXPERIENCE. - SEE ATTACHED*
3. Evidence of any quality assurance program used by the bidder and the results of any such program on the bidder's previous projects.  
*- WE FOLLOW ALL CONTRACT GUIDELINES AS WELL AS SPECIFICATIONS FROM SUPPLIERS & MANUFACTURERS.*
4. A statement from the bidder as to any major subcontractors it expects to engage including the name, work, and amount.  
*- N/A*

**B. Workplace Safety – 20 Points**

1. Documentation of an on-going, Michigan OSHA-approved safety-training program for employees to be used on the proposed job site.  
- SEE ATTACHED
2. Evidence of the bidder's worker's compensation Experience Modification Rating ("EMR"). Preference within this criterion will be given to an EMR of 1.0 or less based on a three-year average. .84
3. Evidence that all craft labor that will be employed by the bidder for the project has, or will have prior to project commencement, completed at least the OSHA 10-hour training course for safety established by the U.S. Department of Labor, Occupational Safety & Health Administration. - SEE ATTACHED
4. The safety record of bidder and major subcontractors, including OSHA, MIOSHA, or other safety violations. - CAN BE PROVIDED - HOW MANY YEARS?

**C. Workforce Development – 20 Points**

1. The ratio of masters or journeypersons to apprentices proposed to be used on the construction project job site, if apprentices are to be used on the project.  
- EVERY CREW HAS AT LEAST 1 PERSON WITH 15+ YEARS EXPERIENCE, 1 PERSON WITH AT LEAST 5 YEARS EXPERIENCE.
2. Documentation as to bidder's pay rates, health insurance, pension or other retirement benefits, paid leave, or other fringe benefits to its employees.  
- SEE ATTACHED
3. Documentation that the bidder participates in a Registered Apprenticeship Program that is registered with the United States Department of Labor Office of Apprenticeship or by a State Apprenticeship Agency recognized by the USDOL Office of Apprenticeship. - OJT

**D. Social Equity and Sustainability – 20 Points**

1. A statement from the bidder as to what percentage of its workforce resides in the City of Ann Arbor and in Washtenaw County, Michigan. The City will consider in evaluating which bids best serve its interests, the extent to which responsible and qualified bidders are able to achieve this goal. - ZERO
2. Evidence of Equal Employment Opportunity Programs for minorities, women, veterans, returning citizens, and small businesses. - SEE ATTACHED
3. Evidence that the bidder is an equal opportunity employer and does not discriminate on the basis of race, sex, pregnancy, age, religion, national origin,  
- SEE ATTACHED

marital status, sexual orientation, gender identity or expression, height, weight, or disability.

4. The bidder's proposed use of sustainable products, technologies, or practices for the project, which reduce the impact on human health and the environment, including raw materials acquisition, production, manufacturing, packaging, distribution, reuse, operation, maintenance, and waste management.

- WE USE PRODUCTS SPECIFIED BY THE STATE OF MICHIGAN.

5. The bidder's environmental record, including findings of violations and penalties imposed by government agencies.

- N/A

# Document A310™ – 2010

Conforms with The American Institute of Architects AIA Document 310

## Bid Bond

### CONTRACTOR:

(Name, legal status and address)

P.K. Contracting, LLC  
1965 Barrett Drive  
Troy, MI 48084

### SURETY:

(Name, legal status and principal place of business)

Arch Insurance Company  
Harborside 3, 210 Hudson Street, Suite 300  
Jersey City, NJ 07311

This document has important legal consequences. Consultation with an attorney is encouraged with respect to its completion or modification.

Any singular reference to Contractor, Surety, Owner or other party shall be considered plural where applicable.

### OWNER:

(Name, legal status and address)

City of Ann Arbor  
301 East Huron  
Ann Arbor, MI 48104

**BOND AMOUNT:** Five Percent of Total Amount Bid [5% of T.A.B.]

### PROJECT:

(Name, location or address, and Project number, if any)

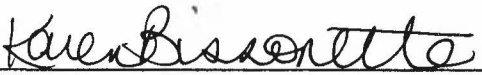
RFP 22-38 Pavement Marking Maintenance - FY 2023  
Citywide Road Striping for the city of Ann Arbor, Michigan

The Contractor and Surety are bound to the Owner in the amount set forth above, for the payment of which the Contractor and Surety bind themselves, their heirs, executors, administrators, successors and assigns, jointly and severally, as provided herein. The conditions of this Bond are such that if the Owner accepts the bid of the Contractor within the time specified in the bid documents, or within such time period as may be agreed to by the Owner and Contractor, and the Contractor either (1) enters into a contract with the Owner in accordance with the terms of such bid, and gives such bond or bonds as may be specified in the bidding or Contract Documents, with a surety admitted in the jurisdiction of the Project and otherwise acceptable to the Owner, for the faithful performance of such Contract and for the prompt payment of labor and material furnished in the prosecution thereof; or (2) pays to the Owner the difference, not to exceed the amount of this Bond, between the amount specified in said bid and such larger amount for which the Owner may in good faith contract with another party to perform the work covered by said bid, then this obligation shall be null and void, otherwise to remain in full force and effect. The Surety hereby waives any notice of an agreement between the Owner and Contractor to extend the time in which the Owner may accept the bid. Waiver of notice by the Surety shall not apply to any extension exceeding sixty (60) days in the aggregate beyond the time for acceptance of bids specified in the bid documents, and the Owner and Contractor shall obtain the Surety's consent for an extension beyond sixty (60) days.

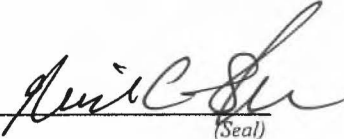
If this Bond is issued in connection with a subcontractor's bid to a Contractor, the term Contractor in this Bond shall be deemed to be Subcontractor and the term Owner shall be deemed to be Contractor.

When this Bond has been furnished to comply with a statutory or other legal requirement in the location of the Project, any provision in this Bond conflicting with said statutory or legal requirement shall be deemed deleted herefrom and provisions conforming to such statutory or other legal requirement shall be deemed incorporated herein. When so furnished, the intent is that this Bond shall be construed as a statutory bond and not as a common law bond.

Signed and sealed this 14th day of June, 2022

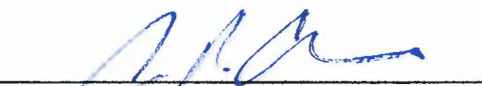
  
(Witness)

P.K. Contracting, LLC  
(Principal)

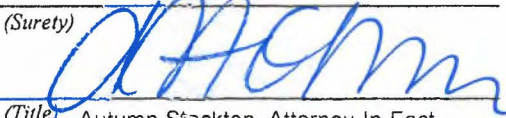
  
(Seal)

Nicholas C. Shea, Vice President

(Title)

  
(Witness) Aaron P. Clark

Arch Insurance Company  
(Surety)

  
(Title) Autumn Stockton, Attorney-In-Fact

*This Power of Attorney limits the acts of those named herein, and they have no authority to bind the Company except in the manner and to the extent herein stated. Not valid for Note, Loan, Letter of Credit, Currency Rate, Interest Rate or Residential Value Guarantees.*

# POWER OF ATTORNEY

## Know All Persons By These Presents:

That the Arch Insurance Company, a corporation organized and existing under the laws of the State of Missouri, having its principal administrative office in Jersey City, New Jersey (hereinafter referred to as the "Company") does hereby appoint:

**Aaron P. Clark, Autumn Stockton, Craig Payne, Dan W. Burton, Florence McClellan, Kristin Darling, Laura Kneitz, Rachel Richardson, Robert F. Bobo, Teresa D. Kelly and Timothy F. Kelly of Houston, TX (EACH)**

its true and lawful Attorney(s)-in-Fact, to make, execute, seal, and deliver from the date of issuance of this power for and on its behalf as surety, and as its act and deed: Any and all bonds, undertakings, recognizances and other surety obligations, in the penal sum not exceeding Ninety Million Dollars (\$90,000,000.00).

This authority does not permit the same obligation to be split into two or more bonds in order to bring each such bond within the dollar limit of authority as set forth herein.

The execution of such bonds, undertakings, recognizances and other surety obligations in pursuance of these presents shall be as binding upon the said Company as fully and amply to all intents and purposes, as if the same had been duly executed and acknowledged by its regularly elected officers at its principal administrative office in Jersey City, New Jersey.

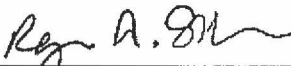
This Power of Attorney is executed by authority of resolutions adopted by unanimous consent of the Board of Directors of the Company on December 10, 2020, true and accurate copies of which are hereinafter set forth and are hereby certified to by the undersigned Secretary as being in full force and effect:

"**VOTED**, That the Chairman of the Board, the President, or the Executive Vice President, or any Senior Vice President, of the Surety Business Division, or their appointees designated in writing and filed with the Secretary, or the Secretary shall have the power and authority to appoint agents and attorneys-in-fact, and to authorize them subject to the limitations set forth in their respective powers of attorney, to execute on behalf of the Company, and attach the seal of the Company thereto, bonds, undertakings, recognizances and other surety obligations obligatory in the nature thereof, and any such officers of the Company may appoint agents for acceptance of process."

This Power of Attorney is signed, sealed and certified by facsimile under and by authority of the following resolution adopted by the unanimous consent of the Board of Directors of the Company on December 10, 2020:

**VOTED**, That the signature of the Chairman of the Board, the President, or the Executive Vice President, or any Senior Vice President, of the Surety Business Division, or their appointees designated in writing and filed with the Secretary, and the signature of the Secretary, the seal of the Company, and certifications by the Secretary, may be affixed by facsimile on any power of attorney or bond executed pursuant to the resolution adopted by the Board of Directors on December 10, 2020, and any such power so executed, sealed and certified with respect to any bond or undertaking to which it is attached, shall continue to be valid and binding upon the Company. **In Testimony Whereof**, the Company has caused this instrument to be signed and its corporate seal to be affixed by their authorized officers, this 1<sup>st</sup> day of April, 2022.

## Attested and Certified



Regan A. Shulman, Secretary

STATE OF PENNSYLVANIA SS  
COUNTY OF PHILADELPHIA SS

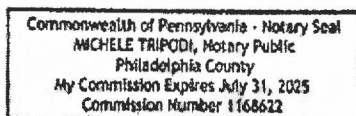


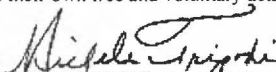
Arch Insurance Company



Stephen C. Ruschak, Executive Vice President

I, **Michele Tripodi**, a Notary Public, do hereby certify that Regan A. Shulman and Stephen C. Ruschak personally known to me to be the same persons whose names are respectively as Secretary and Executive Vice President of the Arch Insurance Company, a Corporation organized and existing under the laws of the State of Missouri, subscribed to the foregoing instrument, appeared before me this day in person and severally acknowledged that they being thereunto duly authorized signed, sealed with the corporate seal and delivered the said instrument as the free and voluntary act of said corporation and as their own free and voluntary acts for the uses and purposes therein set forth.



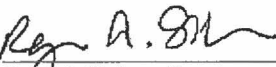


Michele Tripodi, Notary Public  
My commission expires 07/31/2025

## CERTIFICATION

I, **Regan A. Shulman**, Secretary of the Arch Insurance Company, do hereby certify that the attached **Power of Attorney dated April 1, 2022** on behalf of the person(s) as listed above is a true and correct copy and that the same has been in full force and effect since the date thereof and is in full force and effect on the date of this certificate; and I do further certify that the said Stephen C. Ruschak, who executed the Power of Attorney as Executive Vice President, was on the date of execution of the attached Power of Attorney the duly elected Executive Vice President of the Arch Insurance Company.

**IN TESTIMONY WHEREOF**, I have hereunto subscribed my name and affixed the corporate seal of the Arch Insurance Company on this 14<sup>th</sup> day of June, 2022.



Regan A. Shulman, Secretary

This Power of Attorney limits the acts of those named therein to the bonds and undertakings specifically named therein and they have no authority to bind the Company except in the manner and to the extent herein stated.

**PLEASE SEND ALL CLAIM INQUIRIES RELATING TO THIS BOND TO THE FOLLOWING ADDRESS:**

Arch Insurance – Surety Division  
3 Parkway, Suite 1500  
Philadelphia, PA 19102



To verify the authenticity of this Power of Attorney, please contact Arch Insurance Company at [SuretyAuthentic@archinsurance.com](mailto:SuretyAuthentic@archinsurance.com)  
Please refer to the above named Attorney-in-Fact and the details of the bond to which the power is attached.

EXPERIENCE LIST				
OAKLAND COUNTY RD COMM	2420 PONTIAC LK. RD.	PONTIAC MI 48054	248-858-4746	Brandon Rank
ANN ARBOR, CITY OF	P.O. BOX 8647	ANN ARBOR MI 48107-	734-994-2731	ADAM AJAM
AJAX PAVING IND., INC.	1957 CROOKS RD	TROY MI 48007	248-244-3300	MIKE PODSIAD
DAN'S EXCAVATING, INC.	12955 23 MILE RD.	SHELBY TWP MI 48315	586-254-2040	JIM DOESCHER
C.A. HULL	8177 GOLDIE ST	WALLED LAKE, MI 48390	248-363-3813	MIKE MALLOURE



PARTNER BY CHOICE. SAFETY BY DESIGN.

# SAFETY & HEALTH HANDBOOK

**2022 Season**  
Rev. 3/21/2022

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## **STATEMENT OF PRINCIPLE**

Safety is the number one principle for every employee of PK Contracting. Hazards are present in and out of work zones when installing pavement markings or performing pavement marking related work. Therefore, it is the responsibility of every employee at PK to adhere to our safety policy, the Michigan Manual of Uniform Traffic Control Devices (MMUTCD) and MIOSHA regulations. By adhering to safety regulations and principles we will provide the safest working environment possible for all workers and the general public.

## **SAFETY DIRECTOR RESPONSIBILITIES**

### **CORPORATE SAFETY OFFICER**

Kurt Shea is the designated PK Contracting Safety Director and is responsible for the development and administering of the Corporate Safety Program.

### **GENERAL RESPONSIBILITIES**

- A. Employee Training – Coordinate safety and health training. Be sure that all MIOSHA Constructions Safety Standards are being followed and that standards are available upon request.
- B. Safety/Health Procedures – Identify and eliminate potential job hazards
- C. Employee Engagement – Encourage employees to identify and report hazards and near misses to improve safety.
- D. Jobsite Inspections Conduct jobsite inspections to ensure compliance.
- E. Documentation – Ensure compliance with tool talks, training.
- F. Postings – Ensure that all required jobsite postings are maintained as required.
- G. Incident Investigations – Verify that all incidents are documented and participate with incident investigation and documentation.
- H. Employee Discipline – Verify that employee discipline policy is properly followed.
- I. Recordkeeping – Verify recording and reporting requirements are followed.

## **FOREMEN RESPONSIBILITIES**

The Foreman/Superintendent or other designated qualified person is responsible for overall safety on the jobsite. A “qualified person” has the knowledge, experience, thoroughness and ability to direct their crew safely and productively.

Foremen are responsible for:

- A. The actions, output, safety and strict adherence to all company policies of every member of their crew.
- B. Ensuring that all equipment is used and maintained as required including the beginning and end of shift procedures that must be followed for all trucks & equipment.
- C. Ongoing safety instruction to employees about the proper operation of tools, equipment and material handling
- D. Ongoing instruction about Work Zone safety
- E. Ensuring that employees are not working under the influence of drugs or alcohol
- F. Conducting Safety Tool Talks & Daily Safety Minute discussions with employees. Provide ongoing safety instruction for the proper operation of tools, equipment and material handling.
- G. Investigate and report all incidents (injuries, illnesses, crashes, near misses)
- H. Ensure that a copy of this Safety & Health Handbook is available at the jobsite

# **Section 1: REQUIRED ATTIRE & PERSONAL PROTECTIVE EQUIPMENT (PPE)**

## **SAFETY CLOTHING AND DRESS CODE**

Safety Hi-Viz lime green clothing is required for all PK Contracting, Inc. road and yard employees. All employees are required to report for work wearing the proper clothing. In order to promote a positive Company image, all work clothing must be clean and in good condition, i.e. not faded or full of paint.

While all employees have the right to dress and adorn themselves as they wish while off duty, PK Contracting also has the right to require employees to dress in a manner which reflects well upon the company. Loose fitting jewelry, hooped earrings or dangling chains, nose, lip and other adornments, piercings, mohawks or spiked haircuts and unnatural hair coloring are unacceptable while on duty. The only facial adornments allowed are stud earrings. Employees who violate these rules will not be allowed to work and will be sent home.

The initial issue of Personal Protective Equipment (PPE) includes one Class 3 safety vest; one pair of safety glasses, safety leggings and a hard hat. PPE that is damaged or worn through normal use will be replaced at no cost. PPE that is lost, stolen or damaged through misuse will be replaced and paid for through payroll deduction.

A vest or safety shirt may be exchanged at the beginning of each month for a new one. Any required clothing or safety protection that is not under the monthly replacement policy will be paid for by payroll deduction. Additional safety gear (shirts, hoodies, jackets etc.) is sold at cost and WILL BE PAYROLL DEDUCTED. THERE ARE NO EXCEPTIONS TO THIS.

## **PK field employees are required to wear the following at all times**

- Hi visibility Class 3 lime-green safety shirt or vest for day or night. Sleeves must be a minimum 4" in length.
- Safety glasses
- Work Boots that are above the ankle with slip-resistant and puncture-resistant soles. (at no time will tennis shoes be accepted)
- Full length pants free of excessive rips and stains
- A 25 foot tape measure and Stanley knife are also required of all road and yard employees

## **Hard Hats**

- Must be worn if in a coning pocket
- Required when regulating traffic when flagging
- May be required on other jobs depending on specific project requirements

## **Working at Night**

- Night lighting head gear is required for night work
- Hi-Viz reflective pants or leggings are required for night work

## **Hand Protection**

The type of task will determine which type of hand protection is required to protect against injury. To protect against thermal burns Heavy Leather Gloves are required when handling thermoplastic pans or performing other tasks where the risk of burn or injury is present.

## **Use of Respirators**

There are respirators in all plural component trucks. Respirator use is always recommended in the following situations:

- When excessive dust is present from installing corrugations or grinding operations
- When pumping up, operating or working on the coning platform of any plural component striper.
- When loading a thermoplastic melter.
- When transferring material from a melter semi to a thermo striper.
- Any other work activity where excessive dust or fumes are present.

## Hearing Protection & Conservation

Protecting and conserving hearing from the effects of noise exposure is important to reduce the risk of Noise Induced Hearing Loss (NIHL). Continuous noise and interval noise are present on the job and repeated exposure to high levels of noise can result in permanent hearing loss and affect your quality of life. To protect workers from hearing loss:

1. Hearing protection is mandatory when performing tasks listed in Table 2.1 where the measured noise exposure level exceeds the MIOSHA action level of an 8 hour time weighted average (TWA) of 85 decibels.
2. Ear plugs and/or Ear Protectors are available at every PK division and on the job.
3. Annual training on hearing conservation will be conducted at the company-wide Spring General Safety Meeting before the start of every construction season. Training will include education on the effects of noise exposure and when and how to use hearing protection.

Table 2.1 Work tasks measured above the 8 hour TWA threshold of 85 decibels where hearing protection is mandatory.

<b>TWA</b>	<b>Tasks Requiring Hearing Protection</b>
≥ 85	Operating an SCB
≥ 85	Operating a Striper
≥ 85	Operating a Detail Poly Striper
≥ 85	High Pressure Blowing

## **Section 2: WORKZONE SAFETY ON THE JOB**

### **STATEMENT**

Common sense and flexibility with decision making in the field are necessary to establish and maintain a safe environment. Safety is the number one principle in a construction work zone.

#### **a. Situational Awareness**

Always know where you are in relation to traffic and other hazards at all times. Work facing traffic or use a spotter when working close to traffic. Heads up, position yourself where you have an escape route. Never assume motorists will do the right thing – expect the unexpected.

### **TRAFFIC CONTROL & PAVEMENT MARKING PROCEDURES**

PK Contracting, Inc. takes a pro-active approach to work zone safety and pavement marking operations and procedures. Our focus is on continuous improvement in safety methods and pavement marking methods. By working together with the inspectors, engineers, and various city, state or county officials, we will deliver a safe product, productively and at the highest quality.

PK Contracting, Inc. conforms to the maintaining traffic provisions in specific project proposals in addition to the following items:

- Michigan Manual of Uniform Traffic Control Devices; specifically, Part 6 “Traffic Controls for Street and Highway Construction, Maintenance, Utility, and Incident Management Operations.”
- MDOT “Work Zone Safety and Mobility Manual”
- MDOT pavement marking typicals. Note: there is some variation in pavement marking typicals depending upon the specific region. Be aware of the specific pavement marking typicals of the region we are working in.

### **POLICE ASSISTANCE ON TRAFFIC SWITCHES**

PK Contracting actively promotes for police presence on highway construction jobs. PK advocates that police be present on all night time traffic switches, and all freeway traffic switches whether day or night. Furthermore, if bad traffic conditions are anticipated on any upcoming traffic switch, we want the police there. Arrangements are made through the Prime Contractor for Police assistance. These arrangements need to be made at least two days in advance.

### **SAFETY MEETINGS**

#### **a. “Safety Minute” - Daily Safety Meetings**

At the start of each day's work the crew leader shall get their staff together to discuss the importance of safety, assess the risks and challenges at hand specific to the job that they are working on and the specifics of the day's work. The intent of the “Safety Minute” is to assess the risks and emphasize policies while clarifying expectations for getting the job done safely.

#### **b. Tool Talk Safety Meetings**

Every two weeks Tool Talk Safety Meetings, prepared by the safety director, are to be held by the foremen prior to the start of the day at the shop. Employee input is encouraged. The purpose of the tool talk meetings is to reinforce our focus on safety, to educate and inform. The group meetings are a way to share concerns and ideas and strengthen our safety culture.

### **SEAT BELTS**

It is PK Contracting policy that all occupants of any vehicle being used on Company business wear seat belts. Michigan law also requires vehicle occupants to buckle up.

### **RIDING ON EQUIPMENT**

The following methods of riding on equipment are strictly prohibited and are in violation of MIOSHA regulations:

- Riding on any construction equipment unless in an approved seat installed on the piece of equipment.
- Riding on the tailgate of a truck without the approved gates and safety devices installed.
- Riding in the bed of a pickup or trailer.

Violation of this safety policy will result in disciplinary action up to and including termination.

## TRAFFIC REGULATORS (FLAGGERS)

We will comply with MDOT training and documentation requirements for Traffic Regulators found in the MDOT 2012 Standard Specifications for Construction Section 812.03.G8 – Traffic Regulators. MDOT requires documented training that includes, at a minimum viewing the video “Safely Regulating Traffic in Michigan” and reading the Current MDOT handbook “Traffic Regulators Instruction Manual”.

Traffic Regulator's Instruction Manual

[https://www.michigan.gov/documents/mdot/MDOT-TrafficRegulatorsManual\\_327600\\_7.pdf](https://www.michigan.gov/documents/mdot/MDOT-TrafficRegulatorsManual_327600_7.pdf)

Video Safely Regulating Traffic in Michigan”

<https://www.youtube.com/watch?v=DSqVJDQfymg>

## CONING PROCEDURES

The crew foreman is to make sure that all equipment used by the crew is used according to PK requirements all safety policies are being followed and indicate on the work report whether proper coning procedures were followed.

### a. Working in a Cone Pocket

Cone pockets are used for placing retrieving traffic control devices during pavement marking operations. While the person working in the coning seat is ultimately responsible for ensuring the coning pocket is ready for use, the driver and coner are to work as a team making sure the coning pocket, including the seat and lid is fully functional.

1. Coning pocket lids are to be properly secured before use.
2. Hard hat is required to be worn when in a coning pocket.
3. The truck deck and coning pocket must be neat, organized and free of debris before use
4. Cargo must be secure and there should be no items overhead that could fall on the person working in the coning pocket.
5. Never use a coning pocket that is defective, improperly secured or not secured. Immediately correct any deficiencies.
6. Riding in cone pockets between jobs is prohibited.

### b. Cone Picking

There are two ways to retrieve a cone that is missed by the cone picker. The person coning can:

1. Tell the driver when it is safe to **back up the truck** to the missed cone and then retrieve the cone.
2. Tell the driver to stop, get out of the coning seat after checking traffic and walk back to retrieve the cone and return with it to the truck.

## PLACING OR REMOVING BLIPS

When placing or peeling 4ft blips in live traffic, employees are to work no farther than 100 feet from the truck protecting them. Whenever possible, offset the 4ft blips from where the permanent markings are going to be placed. Do not place them at a time when they are going to be rolled in, or on hot asphalt.

## HIGH PRESSURE BLOWING

When using compressed air for high pressure blowing the operator shall wear safety glasses and ear plugs and be careful not to blow into traffic. Hand held blower wands shall be equipped with a chip guard to protect against debris blowing back into the operators face. Blower wands are to be disconnected from the air hose and stored when not in use.

## EMERGENCY SITUATIONS

In case of accidents, each foreman has a cellular phone and insurance Information card to expedite emergency room treatment.

## IF YOU ARE IN A TRAFFIC ACCIDENT

If you are involved in an accident, it is important you follow the correct procedures. **Failure to do so may result in a serious traffic ticket.**

1. If there are any injuries or any major damage to either vehicle, you must call the police so that a police report will be on record. You are required to render assistance to any injured person. You will also be required to take a drug test after any injury accident or an accident where a vehicle had to be towed away.
2. Fill out the accident report form in your truck's glove box and submit to the office by the end of the day.
3. Take pictures of damage and include with the accident report
4. If damage is minimal and the police are not going to be contacted, be sure to exchange the following info:
  - a. Name and address of each driver
  - b. Vehicle registration numbers
  - c. Names and addresses of owners' of vehicles
  - d. Driver's license numbers
5. If you damage a parked vehicle, you must attempt to locate the owner. If you cannot locate the owner, you are to notify the police of the incident.

## INSURANCE INFORMATION

In cases where insurance information is needed (for example — accident or medical situations), use the insurance card issued to all employees at the General Meeting or at time of hire.

## FIRST AID KITS

All trucks are also equipped with first aid kits. First-aid should be administered in line with SDS procedures, if provided on the sheet. Foreman must ensure that thermoplastic crews are equipped with burn medication, along with the standard first-aid kits.

## FIRST AID / CPR TRAINING

To ensure prompt first aid treatment on the job employees will receive First Aid and CPR certification training. First Aid / CPR training will be conducted annually at each division for employees who are not currently certified and to renew existing certifications. It is the responsibility of each division to schedule training classes and keep accurate record of employees needing certification or renewal. Send copies of all training records and certification cards to [jessica@pkcontracting.com](mailto:jessica@pkcontracting.com), and [kurt@pkcontracting.com](mailto:kurt@pkcontracting.com).

## PAINT TANK CLEANOUT

Paint tanks are cleaned during changeover and often require the removal of paint build up from the inside walls of the tank. The cleaning process requires a person to enter the tank and scrape the inside walls of the tank by hand. Paint tanks are not designed for continuous occupancy. Materials found in paint tanks are flammable, the air in the tanks is toxic, oxygen is lacking and the tank is difficult to exit in an emergency.

Before any person enters a paint tank to remove material build up during changeover the following are required.

1. Respiratory Protection – A Half Mask Airline Respirator System equipped to provide low-pressure constant flow air is to be worn.
2. Fresh air is to be delivered to the inside of the tank by means of a fan
3. Eye and Skin Protection – Safety Glasses to protect the eyes and protective clothing is to be worn to protect the skin.
4. A support person is to be outside of the tank at all times monitoring, assisting and available in the event of an emergency

## **TRANSFERRING THERMOPLASTIC MATERIAL**

Finding a place to load with enough room to safely transfer material between a thermo striper and melter requires planning. To improve safety we are establishing basic written guidelines for the safe operation of thermo equipment and material transfer. The guidelines are as follows:

1. Burners are to be shut off when a thermo melter or striper is being fueled up or is within 50 feet of any flammable or combustible material
2. Burners may be on during material transfer
3. Loading at public fuel stations where fuel pumps and/or underground storage tanks are present is prohibited
4. Transferring material between a thermo striper and melter at any PK yard or satellite facility is to be completed in designated thermo material transfer areas
5. Thermoplastic loading/transfer areas are to be reviewed and include the following measures to prevent fires and to prevent and contain spills.
  - Position the trucks a safe distance from pedestrians, objects or property that, in the event of a fire, will not catch fire
  - Locate catch basins that will require protection from a spill or runoff
  - Identify rivers, streams or other water sources that may need to be protected
  - Locate any spill containment kits on site that could be used to contain a spill
  - Be sure that shovels and brooms are available to use for cleanup or to contain a material spill
  - There should be enough room for emergency vehicles to access the site in case of fire
  - Inspect fire extinguishers daily

## Section 3: HAZARD COMMUNICATION

### GENERAL

In compliance with Michigan's Right to Know Law (RTK) a copy of this program will be kept available in electronic or hardcopy form at each jobsite for employees to review.

### MATERIAL SAFETY DATA SHEETS (SDS)

All sections of the SDS provide significant details including: manufacturer emergency telephone numbers, chemical makeup and characteristics, first-aid and fire-fighting measures, accidental spill procedures, personal protective equipment (PPE) requirements, storage and handling, disposal considerations, and product transportation information. If you have any questions understanding or locating SDS binders / specific sheets, please see your division manager or assistant division manager.

1. The Safety Director (Kurt Shea) is responsible for compiling and maintaining the master SDS file.
2. All employees are required to have the PK "MSDS" app ([Click Here](#)) installed on their phone which has all PK material SDS
3. Electronic SDS and Job Posting materials are accessible from a computer terminal at each division
4. An SDS binder with printed copies is available at the Right to Know information center located at each division
5. The foreman or superintendent will provide copies of SDS for all hazardous materials to any employee upon request.



P.K. Contracting

Scan to access an  
MSDS

### CONTAINER LABELING

The yard supervisor is responsible for ensuring labels on shipped containers and secondary/workplace containers are accurately labeled in accordance with the requirements of 1910.1200(f) of OSHA's Hazard Communication Standard, and that they are updated and replaced as needed.

Any paint that is pumped out of a truck or transferred into a secondary container must be labeled appropriately. Any thermoplastic drained from a truck or melter must be drained into an appropriate tub. Regular dry, waterborne, polyurea, spray thermoplastic, or regular thermoplastic are never mixed. Any type of waste must also be put in appropriately labeled totes or drums.

Secondary labels are printed at each division. See the division manager or assistant division manager for printed labels.

Following the portable container labeling exemption of OSHA Standard 1910.1200(f)(8), secondary container labels are not required when containers and their contents will be used immediately by the individual performing the transfer, with no possibility of other employees encountering the unlabeled containers while hazardous chemicals are present inside.

1. Secondary container labels are not required when transferred and used by the person or crew using the material on the job.
2. Secondary container labeling is required back at the yard where the material will be offloaded, transferred to inventory or where the secondary container will be encountered by others who would not know the contents.

### IF YOU HAVE A HAZMAT SPILL

If you are involved in a hazardous material spill, keep the material out of any sewers, catch basins, ponds, or waterways. Try to divert the material into a holding place and dike it so that it can be sucked up later. If the spill is serious enough to require a hazmat team to come to the site, call 911. The police will notify Hazmat authorities.

Call Aden, Kurt, Kevin or your division manager immediately to report the problem. They can then call Central Operations of the Michigan State Police at 517-336-6604 (on 24 hour duty) to report the spill and, if necessary, get a hazmat team sent out.

## FOREMAN SAFETY CHECKLIST

	YES	NO	N/A
<b>1. General Requirements</b>			
SDS, RTK Job Postings available			
First Aid/CPR certified employee on job site			
First-Aid kit available			
Drinking water available			
Hand washing station available			
Safety & Health Program Available			
New employee orientation conducted			
Safety Tool Talk conducted			
Housekeeping maintained			
<b>2. Personal Protective Equipment (PPE)</b>			
Eye protection			
Hearing protection available			
Hand protection			
Hard hats			
Foot protection			
Protective clothing			
<b>3. Fire Protection</b>			
Fire extinguisher available on jobsite			
NO SMOKING signs posted at refueling stations; flammable and combustible storage areas.			
Approved safety-type (non-plastic) fuel cans used to transport fuel			
Cylinders (gas/propane/other) secured and stored upright			
<b>4. Equipment and Trucks</b>			
Backup alarms in working order			
Type ABC fire extinguishers available in trucks			
All horns and lights in good working order			
Equipment safety chains in good order and in use			
Vehicle registration and insurance paperwork in all trucks			
Equipment and vehicle properly lubricated and maintained			
Windshield free of cracks; wipers and defoggers operable			
<b>5. Material Handling and Storage</b>			
Material secured to prevent shifting or sliding			
<b>6. Work Zones</b>			
Advanced warning signs installed and maintained properly			
Traffic control devices installed and maintained properly			
Employees wearing proper Class-3 high visibility safety vests/apparel			

## Daily Vehicle Inspection Checklist

Driver Name: \_\_\_\_\_

Date: \_\_\_\_\_ Time out: \_\_\_\_\_ Time in: \_\_\_\_\_

Odometer Reading at end of shift: \_\_\_\_\_

Truck/Tractor # \_\_\_\_\_ Trailer # \_\_\_\_\_

Pre	Pst	RR		Pre	Pst	RR	
			Spare Bulbs & Fuses				Generator
			First Aid Kit				Radiator(s) clean
			Accident Report Form				Steering Mechanism
			Registration				Turn Indicators
			Interior Cab Light				Electrical Connections
			Dashboard Gauges				Brakes (truck & trailer)
			Dashboard Lights				Tires
			Air Brake Pressure				Wheels & Rims
			Parking Brake				Landing Gear
			Horn				Hitch
			Fuel				Safety Chains
			Beacons				Straps
			Headlights				Cab Clean
			Flashers (Four Ways)				Bed Clean
			Arrowboard				Load Secured
			Mirrors				Trailer Brakes
			Reflectors				Coupling Devices
			Fire Extinguisher				Fifth Wheel
			Emergency Equipment				Air Lines
			Windshield Wipers				
			Coolant				
			Oil				
			Trans Fluid				

Pre = Pre-Trip Inspection

Pst = Post-Trip Inspection

RR = Requires Repair

Remarks: \_\_\_\_\_

**Condition of Vehicle is Satisfactory**

**Vehicle Requires Repair**

**PK Contracting, Inc.**  
**248-362-2130**

**Safety Officer:**  
**Kurt Shea 269-207-2055**



# Employment Policies

ALL DIVISIONS

2022 Season  
Rev. 03/21/2022

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## **Introduction**

This handbook is designed to help you succeed as a PK Contracting employee. It outlines policies and procedures that apply to you. This handbook is a guide to your benefits and rights, as well as your obligations and our expectations. We want you to understand our policies, procedures and expectations.

## **Section 1: Employment**

### **COMPANY MANAGEMENT**

Aden Shea is the President and is responsible for operations and carrying out company policies. Kurt Shea is the safety officer. Kevin Shea is the Vice President of fleet and equipment and the shop facilities director.

### **AT-WILL EMPLOYMENT**

The Company employs you on an at-will basis. At-will employment means that the Company can terminate your employment at its will for any reason or no reason, with or without cause, at any time, with or without advance notice or warning, and without any right of review outside the Company Handbook (except as provided by applicable statute). Nothing in this Employee Handbook or in any of the Company's policies and procedures is contrary to the "at-will" nature of employment.

This handbook does not cover all kinds of unacceptable conduct. The Company also may discipline or discharge an employee for any unacceptable conduct that is not covered by a specific rule or Company policy in this handbook.

No Company employee, supervisor, manager, or other representative has any authority to enter into any agreement for employment for any specified period of time or terminable for cause or to make any representation or to establish any policy or practice contrary to the "at-will" nature of employment at the Company. Only an agreement in writing signed by an employee and the President of the Company expressly and specifically for the purpose of changing the "at-will" nature of the employee's employment can modify the "at-will" employment relationship.

This Handbook replaces any prior policies, practices, and statements that the Company would employ any employee on other than an "at-will" basis.

### **PROBATIONARY PERIOD**

During the first 60 calendar days of employment for field, shop and yard personnel or the first 90 days of employment for office personnel, new employees will be evaluated to determine whether they can perform the required job functions satisfactorily and whether they fit in well with the Company culture and work ethic. If an employee cannot perform said functions or fit in with the Company culture, employment will be terminated.

### **ROAD WORKER EVALUATION POLICY**

Road workers will be evaluated by both management and supervisory personnel continually throughout the season. Foremen will document the performance of crew members under their direction, noting strengths, weaknesses, attitudes, etc. Periodically throughout the year, foremen and management will meet to discuss the field staff.

### **LAYOFF POLICY**

The order of layoffs throughout the year, at the conclusion of MDOT Region / TSC work, and especially as the season draws to a close, will be based on the findings of the employee evaluation policy noted above. Seniority will play no role in the layoff selection.

### **ROAD WORKER EMPLOYMENT POLICY**

Initial and continued employment at PK Contracting as a road worker is, at a minimum, contingent upon an employee being willing and able to do all essential laborer aspects of the various jobs PK Contracting performs. This includes peeling tape, driving a coning truck and forklift, operating various pieces of hand equipment, setting and picking cones, assisting in striping layout / markout, handling striping materials, and various other activities. If an employee is unwilling or no longer able to perform these functions, thereby requiring other employees to do some of his / her work, PK Contracting may terminate said employee.

### **REPORTING LOCATIONS**

While employees may primarily work out of one division, at any time an employee may be called to work out of divisions in different parts of the State. PK Contracting will pay for lodging if an employee is needed for multiple days, and provide or pay for transportation if an employee is needed for only one day of work. Transportation and associated costs, except lodging, will be the responsibility of the employee if work is provided for more than one day.

## **LENGTH OF CONSTRUCTION SEASON & PRIMARY EMPLOYMENT REQUIREMENT**

The start and end of an employee's work season will be based on workload and the company's needs. Employees are to treat employment at PK as their primary job and not take on secondary work unless they have been laid off for the season. Secondary jobs cannot conflict with the demands of primary employment at PK.

## **DRUG TESTING**

### **a. Existing Employees**

Many jobs now require that all workers have record of passing a drug test within the prior 12 months. Therefore, all returning field employees (including those who work 12 months) need to have a drug test taken within the 2 weeks prior to the spring General Meeting. You can meet this requirement by participating in either of the two PK designated drug testing days at the PK office at no cost to you. Otherwise you will be required to take your test at Concentra at your own expense. PK Contracting will pay for randomly required NIDA drug screens. All employees are subject to testing.

### **b. Newly Hired Employees**

Newly hired employees will pay for their own drug screen as a condition of being hired.

## **PHYSICALS**

### **a. Existing Employees**

All full time road, shop, and yard employees are required to maintain a two year DOT Medical re-certification at their own expense.

### **b. Newly Hired Employees**

To be hired for any position at PK Contracting, a new applicant must pay for, take and pass a DOT physical (including the above mentioned NIDA drug screen) and bring verification of passing both to the General Meeting.

## **DRIVER'S LICENSES \***

### **a. Existing Employees**

All full time road, shop and yard employees are to pay for and maintain the designated up to date CDL license.

### **b. Newly Hired Employees**

To be hired in any road, shop or yard position, a new applicant must pay for and obtain a valid Michigan Chauffeur's license (CDL – C) and have a good driving record.

## **IMPORTANCE OF MAINTAINING A GOOD DRIVING RECORD \***

Continued employment at PK Contracting requires the maintenance of a good driving record. All moving violations, drug or alcohol driving violations are reported to PK Contracting by the State of Michigan.

## **COMMERCIAL DRIVER'S LICENSE POLICY (CDL) \***

Driving vehicles owned by PK Contracting, Inc. requires a CDL license and many PK vehicles require a CDL-AX license. A CDL-C is required to be hired.

## **OBTAINING A CDL**

After February 7<sup>th</sup>, 2022, anyone wanting to obtain their CDL will be required to complete an "Entry Level Driver Training" (ELDT) program through an FMCSA approved training provider. Anyone trying to obtain a Hazardous endorsement, a Passenger endorsement or School Bus endorsement on their CDL for the first time will also need to complete an ELDT program.

## **TUITION REIMBURSEMENT**

For anyone that obtains a CDL-A after 01/01/22, PK Contracting will provide a tuition reimbursement of 50% for the total cost of training (up to \$3,000). This reimbursement will be paid to the employee at \$100 a month and is subject to applicable withholdings.

## **CDL ELIGIBILITY \***

**Any of the following will disqualify you from obtaining a CDL:**

1. Inability to make the necessary certifications contained on the CDL Certification Form, BFS-103 (Appendix A of the Michigan Commercial Driver License Manual).
2. Having a license from more than one state.
3. A current suspension, revocation, denial, or cancellation of your license.
4. Conviction of any six-point violation in the 24 months immediately preceding application.
5. Conviction for operating a motor vehicle while impaired in the 24 months immediately preceding application.
6. A suspension or revocation in the 36 months immediately preceding application.
7. Suspensions for Failure to Appear in Court (FAC), Failure to Comply with a Judgment (FCJ), failure to appear for re-examination, financial responsibility, non-sufficient funds checks, and a suspension or revocation for a temporary medical condition do not disqualify an applicant for a CDL.

Unless exempt, you need to comply with federal or state medical/physical requirements before receiving a CDL. When applying for your CDL, you will sign a statement that says all necessary medical/physical requirements have been met. Before taking any CDL skills tests, you must provide a valid medical examiner's card or medical waiver card to your examiner which allows you to operate your commercial motor vehicle.

## **HAZARDOUS ENDORSEMENT FOR CDL \***

All PK employees 21 years of age or older are required by PK to obtain the CDL Haz-Mat endorsement. A background check and finger printing is part of the application process. These will be conducted when you first apply for your Hazmat Endorsement and at five year intervals thereafter in order to keep your Hazmat Endorsement active.

You should complete a federal background record check application **45-60 days** before you need your hazardous materials endorsement.

Preregister online at <https://universalenroll.dhs.gov/> or call UES' call center at their toll-free number: 855-347-8371.

## **Section 2: General Notes**

### **EMPLOYEE PHONE NUMBERS**

1. Every employee must provide an active personal phone number for use on the company phone list. Failure to comply will result in loss of employment
2. Notify Brian or Jessica immediately when you change your home or cell phone number
3. Provide an alternate phone# to use in the event you cannot be reached at your primary phone number
4. Give Brian or Jessica the name and phone number of a person to contact in case of emergency

### **EMPLOYEE RELATIONS**

In our type of business, group camaraderie is an asset and promotes a positive working atmosphere. This light hearted nature should never include employees making any degrading remarks to one another or behind their backs. If you have any complaints, or see another employee acting in a manner not in the best interests of PK Contracting or in the best interests of a fellow employee, please bring it to Aden or your division managers attention directly.

### **DISCUSSIONS WITHIN THE MAIN OFFICE**

Situations which require field and shop personnel to come into the main office to have discussions with office personnel must be work related. While in the office all language must be appropriate and free of vulgarity.

### **SEARCHES AND INSPECTIONS**

The Company may carry out a search or inspection of employees' personal effects and their property, including, but not limited to: file cabinets, desks, purses, backpacks, lunch boxes and vehicles. An inspection may be conducted when entering the Company's premises, while on Company premises, or when leaving Company premises, including parking lots leased or used by PK Contracting. It may be initiated by the Company without advance notice, at any time, and for any reason, and may be carried out by management personnel, federal or local law enforcement officers or private security.

An employee's consent to a search or inspection is a condition of employment. An employee's refusal to consent will result in discipline action, up to and including termination.

PK Contracting prohibits all persons who enter its vehicles or work on its job site from carrying a hand gun-firearm or any other weapon regardless of whether a person is licensed to carry a concealed weapon.

## **Section 3: Safety**

### **STATEMENT OF PRINCIPLE \***

Safety is the number one principle for every employee of PK Contracting. Hazards are present in and out of work zones when installing pavement markings or performing pavement marking related work. Therefore, it is the responsibility of every employee at PK to adhere to our safety policy, the Michigan Manual of Uniform Traffic Control Devices (MMUTCD) and MIOSHA regulations. By adhering to safety regulations and principles we will provide the safest working environment possible for all workers and the general public.

### **CORPORATE SAFETY OFFICER \***

Kurt Shea is the designated PK Contracting Safety Director and is responsible for the development and administering of the Corporate Safety Program.

### **EMPLOYEE PARTICIPATION \***

Employee participation is encouraged and important. Safety is everyone's responsibility. Through everyone's participation communicating ideas, observations, and experiences we will be in the best position to problem solve and advance safety. If you have any concerns relating to safety situations, bring them to the immediate attention of your supervisor Kurt, Kevin, Chris, Jim, or Aden.

### **SPRING GENERAL MEETING \***

At each Spring General Employee Meeting, the entire Company Handbook, including all safety provisions herein contained, will be reviewed by the Company President and Safety Officer.

### **REPORTING INJURIES \***

Report all injuries. It is the responsibility of all employees to immediately report to their immediate supervisor any injury sustained during their shift. Reporting injuries within 24 hours is an OSHA requirement. Reporting injuries helps us evaluate safety in the work place and identify potential hazards so that corrective action can be taken to eliminate the risk of an injury from happening again. Try not to "work through" an unreported, untreated injury, there is a chance that the injury will become much worse later. The following is our 24-Hour Response plan that lists steps to take when an injury occurs.

In case of an injury:

1. Evaluate the injury and render first aid as needed. If necessary, contact the appropriate first responders
2. Report the injury to your immediate supervisor. The foreman will immediately contact the office to report the injury. If a foreman is not available contact the office.
3. The foreman will fill out an injury report and also record the injury on the daily work report.
4. Report the injury to the division manager or assistant division manager.
5. The division manager or assistant division manager will contact the Main Office and send the injury report to [kara@pkcontracting.com](mailto:kara@pkcontracting.com), [kelly@pkcontracting.com](mailto:kelly@pkcontracting.com) and [kurt@pkcontracting.com](mailto:kurt@pkcontracting.com)
6. Auto damage and injury incidents will be reported to insurance within 72 hours

### **RETURNING TO WORK \***

PK Contracting seeks to provide a safe working environment for its employees to thrive and prosper. If an employee is injured on the job or in any way suffers from a job related ailment PK will (if possible) provide work to accommodate an individual's restrictions immediately. Our goal is zero injuries and zero lost time due to injuries. We are committed to providing our employees with a reliable source of income and safe working conditions.

### **DISCIPLINARY ACTION \***

Violations of any of PK Contracting, Inc. safety or operating policies may result in one or more of the following disciplinary actions:

- a. Written notification of warning
- b. Three days off without pay
- c. Termination
- d. A disciplinary action which management deems appropriate for a specific situation.

### **NO LOST TIME INJURIES**

Every employee who works at least 120 days without any lost time due to an injury will receive a \$500 incentive check. Incentive bonuses will be paid the first pay week of June the following year after being called back to work.

## **Section 4: Attendance**

### **PUNCTUALITY**

Punctuality is vitally important. Starting time is the time you are expected to be actually working. Showing up and punching in earlier than scheduled without prior approval is not permitted. Just as important, it is imperative that all personnel show up on time and begin productively working as scheduled.

### **PERSONAL NEEDS**

Personal needs such as coffee, pop, breakfast, or socializing are to be taken care of before punching in.

### **POLICY IF YOU ARE LATE FOR WORK**

If you are going to be late for work, call to let the office know. Failure to call in and simply not come to work cannot be tolerated. Repeated tardiness, even if calling in, will result in a reduced work schedule and may be considered as grounds for dismissal. If you are late and get a call from the office, answer the phone so the office person knows your situation.

### **LUNCH BREAKS**

If a crew or an employee takes a lunch break, it is to be documented and not paid for.

First, it is expected that everyone eats lunch sometime during the day either at a restaurant, at their desk, in the shop, in their truck, or in the field on the job. A half hour will be allotted for lunch and will not count as on-the-job work time. We will handle the accounting of lunch periods as follows. Every hourly employee will punch in and out at the start of the day and end of the day as always. Our computer system will automatically deduct a half hour for lunch for all employees that work at least an eight-hour day. No deduction for lunch will be taken for days that are less than eight hours. For road work, the timing and location of a lunch break will be determined by the foreman to best fit the jobs that are being worked on that day. Expect that the lunch break will be between 10am and 3pm and may be at a restaurant or on the job site. No change will be necessary in the way foreman's reports are written. The computer will automatically deduct the half hour at the end of the day regardless of how many jobs an employee worked on or the wage rates on any given job. Therefore the lunch break most often will be deducted at the shop / drive rate and not at a job rate. As always, if an employee is not working for any period longer than a half hour for any reason, it is expected that the foreman's report will indicate that fact. The idea is a simple one. We expect to pay all employees for every hour that they work, but should not be expected to pay for time when an employee is not working.

## Section 5: Paid Time Off

**Paid Time Off (“PTO”) is an all-purpose time-off policy for eligible employees to use for vacation, illness, injury, and/or personal business.**

**Employees with less than 1 year with the company are eligible for 1 week (40 hours) of PTO  
Regular full-time employees are eligible for PTO; seasonal employees are ineligible for PTO.**

### **Christmas – New Year’s Week**

Five days paid for all full time hourly and salaried employees who have worked 6 or more months and are in 12 month positions; five days unpaid with less than 6 months employment.

The vacation schedules below are in affect for FULL TIME, 12 month employees who have completed one full year of employment and are in one of the following three categories:

- Field Superintendents working 12 months per year, FULL TIME.
- Office, Shop and Yard personnel working 12 months per year, FULL TIME.
- Mechanics / yard superintendents working 12 months per year, FULL TIME.

### **DURING THE CONSTRUCTION SEASON (APRIL 1 – DECEMBER 31)**

- 1 week

### **DURING THE NON-CONSTRUCTION SEASON (JANUARY 1 – MARCH 31)**

- 1 week for employees with more than 1 year, but less than 5 consecutive years at PK
- 2 weeks for employees with 5-15 consecutive years of FULL TIME 12 month employment at PK
- 3 weeks for employees with 15 or more consecutive years of FULL TIME 12 month employment at PK
- Christmas vacation doesn’t count in this computation.

**PTO time must be taken in its allotted time period** - Unused PTO is lost. It will not be carried over. For those who qualify, in-season PTO time will be granted on a first-come first-served basis. Any in-season PTO requests for the current construction season can be submitted starting March 31. A vacation week consists of 7 consecutive days and includes any holidays or weekends it contains. There can be only one mechanic and only one foreman using PTO at the same time Monday through Friday during the construction season. Therefore, any overlapping of vacations can only occur on a weekend and only two people in the same work category can overlap at the same time.

**PTO request forms** – Anyone requesting vacation must complete a Vacation Request Form and then submit the form to the division manager for approval. Each division manager will keep track of vacation days. For the Troy Main Division vacation request forms are to be turned into Jessica for office personnel; Division Managers for field and yard personnel and Kevin for shop personnel. The employee will then submit the form to Brian for payroll department approval. Brian will keep the company wide master vacation calendar. Last minute PTO requests cannot be guaranteed and are granted based on business needs.

**Memorial Day weekend, Fourth of July holiday and Labor Day weekend** - It will be necessary to have shop, yard, and mechanic coverage the day prior to work starting back up, as well as on any day in which road work is taking place. The number of personnel scheduled to work will be dependent upon the road schedule. The road schedule will be determined by the needs of our customers and prime contractors, and all employees need to be prepared to work as needed and cannot assume that these days and / or weekends will be free of road work.

**Days off for hunting season** - Will be determined based on Company workload. While it is not possible to grant every request, we will make every effort to accommodate hunters during the 15 day season.

**Thanksgiving** - Because our prime contractors are trying to finish up end of the season jobs which require our participation, Friday, Saturday and Sunday following Thanksgiving are considered potential work days for all employees. If necessary, office staff employees will be on duty from 8:00am to 12:45pm and from 12:45pm to 5:30pm on Friday and Saturday. This schedule will be in effect unless pre-empted by bad weather. The road, yard and shop schedule will be as needed to satisfy our customer’s demands.

**Unpaid Time off Requests**

During the construction season all road employees can request to be left off the schedule on any two days per month with a maximum of 12 days per season with the following two exceptions.

- a. The requested day off cannot extend a vacation.
- b. The requested day(s) may not be the day before or after a holiday as those days are often our busiest days.

In addition, no more than two foremen will be granted the same day off, and no more than four non-foreman will be granted the same day off. This time off will be given on a first come, first served basis.

**If PTO is not used during the calendar year for which it was advanced, the PTO time may not be applied to any subsequent year. Employees do not receive payment in lieu of PTO not taken during the year or upon termination of employment.**

**PTO is not considered time worked for the purposes of overtime compensation.**

**Upon termination, for whatever reason, all unused PTO is forfeited.**

## **Section 6: Electronic Device Policy**

Critical to the safety of all road, shop and yard workers is the ability to receive and communicate instructions, move and maneuver quickly to avoid danger from vehicles or equipment, and recognize and respond to potentially dangerous job-site situations (job site includes any P.K. yard or shop as well as all road construction projects). All of this requires that every road, shop and yard worker be alert and attentive to their surroundings and not distracted by outside stimuli.

The bottom line is that road, shop and yard workers need to be aware of their surroundings 100% of the time. Any employee who fails to adhere to that principle, or violates the requirements set forth in this policy, may be subject to immediate discipline, including possible termination of employment.

### **Listening Devices and Speakers**

To ensure worker safety, P.K. Contracting prohibits employees from wearing earbuds, headphones, both wired and wireless, or any other listening device that reduces a worker's ability to hear while on the job site.

Employees are also prohibited from using Bluetooth, cell phone or any other speaker device to play music or any other form of broadcast on a road construction project. Employees must be able to hear all that is happening around them to ensure their safety and the safety of others.

### **Cell Phones**

1. Foremen or other designated personnel are permitted to use cell phones on the job. Any exceptions to this policy without management approval is prohibited.
2. All employees may carry a personal cell phone
3. Employees are prohibited from using cell phones during working hours for personal business or while driving
4. Personal use of cell phones may be used during lunch breaks in a safe location

### **Cell Phone Safe Practices**

1. All PK employees are required to comply with Federal and State laws that restrict the use of hand held mobile devices (cell phones) in any moving vehicle unless the phone is being operated by a hands free device located in close proximity to the driver.
2. In addition, while certain employees may be required to use a cell phone or other electronic device to perform their job duties, cell phone use is limited to business purposes only.
3. Employees who are authorized to call in, text or submit electronic reports must do so in a safe manner and never under circumstances where being distracted from the worksite might create a hazard for the employee or others on the site. Employees are strictly prohibited from texting while driving any vehicle or piece of equipment.
4. At no time can an employee operate a PK vehicle with a cell phone up to their ear. Texting while driving is against Michigan law. PK employees are prohibited from texting while operating a motor vehicle or PK Contracting equipment

### **Cell Phone Allowance**

The following provisions apply to employees who are provided a cell phone allowance. This allowance applies to phones purchased from and under Verizon contract only.

A one-time \$150 subsidy will be paid toward the purchase of a phone/contract plus \$75 phone allowance paid monthly thereafter for the months an employee works

Employees are expected to have phones turned on to and from work

Phones are to be used while on duty and for business purposes only

Employees are to compose a professional voice mail greeting that includes the employee name and PK Contracting name.

PK does not provide phone accessories; clips, cases, chargers, etc.

## **Section 7: Social Media Policy**

### **Social Media**

We live in an electronic world and PK Contracting, Inc. understands that its employees have the right to use and participate in social media channels, blogs and other public online tools, personally and on their own time. Social media use on company time is prohibited and your responsibility to PK does not end when you are off the clock. This policy applies to all social media posts as it relates to PK Contracting, Inc.

Remember to be respectful and polite when using social media:

1. Employees may disclose their affiliation with PK Contracting, Inc.
2. Any references to PK must be clearly defined as your own and not result in any negative repercussions for PK and its affiliates.

Employees are prohibited from disclosing

1. Company information. Do not post pictures or provide any information about PK facilities, operations, equipment, employees, graphics, customers or materials. It is not your job to make non-public information public.
2. PK Contracting, Inc. reserves the right to edit, amend or remove any social media content pertaining to PK Contracting, Inc.

Disciplinary action may be necessary leading up to and including termination for not following PK Contracting's social media guidelines. If you are unsure if information about PK can be shared on social media then don't share it.

## **Section 8: Drugs, Alcohol & Smoking**

Affecting all PK Contracting employees and its subcontractors.

The use of drugs and / or alcohol on the job, in Company vehicles, in the Company yard or offices, or in any satellite yard will not be tolerated. Reaction time and judgment deteriorate, endangering everyone's life. If you know of anyone needing help, bring it to the president's attention.

Drug screens will be conducted prior to the beginning of each work season. The tests will be conducted at a Company designated facility. A drug screen is also required as part of the pre-employment physical exam. During the work season random drug and alcohol testing will continue for all employees, office, shop, road and yard. Unannounced tests will be performed at the PK Yard or at collection centers.

PK Contracting and its subcontractors participate in a required DOT certified Random Drug and Alcohol testing program administered by an outside agency. As soon as the Company has been informed by the testing agency of a positive (failure) on any and all drug tests, the employee will immediately be suspended from work or terminated. From that point on, the Company is under no obligation to re-hire or restore employment status to the employee who failed the test. The Company, may however, at its sole discretion, re-hire or return to work status an employee after he or she successfully completes, at his / her own expense, the Company specified Substance Abuse Program and agrees to continued periodic random drug tests, at his / her expense, at intervals determined by the Substance Abuse Professional as part of that program. The employee will then have to sign a Last Chance Agreement.

Any employee who tests positive for drugs after undergoing a Substance Abuse Program will be immediately and unconditionally TERMINATED.

Per Federal Motor Carrier Safety Regulations, Part 382.303, if an employee driver is involved in a CMV accident, the Company is required to send its employee driver for a drug test (1) if there is a fatality, (2) if the employee receives a CITATION AND someone goes to the HOSPITAL for immediate treatment or, (3) if the employee receives a CITATION AND a vehicle is TOWED AWAY from the scene. A positive test is also immediate grounds for termination.

The Company may require a drug test whenever there is reasonable cause to do so. A positive test in such a case will make the employee subject to the policies described above.

Anyone involved in a confrontation where physical contact is made may be required to submit to a drug and alcohol test.

### **SMOKING POLICY**

There is NO SMOKING in any PK yard, office, around any fueling operation, or around any combustible materials. Smoking will be permitted only in specially designated areas at PK yard / office locations.

### **Newly Hired Employees**

To be hired for Road Work or Full Time Mechanic/Yard/Shop Positions, an applicant must:

1. Take and pass a DOT physical (which will include the State required NIDA drug screen) at the Company designated medical facility. Applicant will pay for these items. Passing these tests will result in being issued a current medical certificate.
2. To be hired for all positions other than road, yard or shop, all applicants will be required to take a non-DOT physical and drug test at the Company designated medical facility. Applicant will pay for these items.

### **Probable Cause Testing**

PK contracting, Inc. may require a drug test whenever there is reasonable cause to do so. A positive test in such a case will make the employee subject to the policies described above.

**Anyone involved in a confrontation where physical contact is made may be required to submit to a drug and alcohol test.**

## **Section 9: Harassment**

Racial, sexual, ethnic, religious, age-related, or disability-related harassment is inappropriate and violates the Company's equal employment opportunity policy. Examples of prohibited harassment include: offensive verbal comments or insults and insulting pictures or gestures. The Company's anti-harassment policy prohibits harassment by any employee, including management personnel, any volunteer, any member, or any visitor or vendor, and it applies to harassment in the workplace and at off-site activities, such as, for example, the Company-sponsored events.

The Company specifically prohibits sexual harassment in the workplace and at off-site activities, such as, for example, the Company-sponsored events. Our employees have the right to work without sexual harassment by management personnel, co-workers, customers, visitors, or vendors. Examples of prohibited sexual harassment include: offensive sexual advances; unwelcome verbal comments of a sexual nature; unwelcome display of sexually suggestive objects or pictures in the workplace; and offensive physical conduct of a sexual nature.

No Company supervisor may threaten that an employee's refusal to submit to sexual harassment will negatively affect the employee's employment in any way. No Company supervisor may condone a hostile, intimidating, or offensive work environment caused by the sexually harassing actions of Company employees, management personnel, volunteers, members, visitors, or vendors.

An employee should report any prohibited harassment to his or her supervisor or another member of management. The Company will carefully investigate all employee complaints of prohibited harassment. We will respect the privacy of the complaining employee and the accused employee to the extent possible in the investigation.

Retaliating or discriminating against an employee because the employee has complained about any form of prohibited harassment or has been a witness in an investigation of any harassment complaint is unacceptable.

The Company will take prompt corrective action to remedy any confirmed harassment. The Company will discipline, up to and including discharge, an employee who has engaged in prohibited harassment. If you encounter any harassment from any person in the course of your employment, you should contact Kurt P. Shea immediately at (269) 385-3222. Claims of harassment will be investigated and disciplinary action will be taken where harassment has occurred.

## **Section 10: Problem Resolution**

Our employees should have a procedure in which concerns can be easily and quickly raised, reviewed by the Company, and promptly answered. That is why we have our Problem Resolution Procedure. We cannot resolve your concern unless you first tell us about it. We may not always agree with you or tell you what you want to hear, but we will always listen to you and give you a fair, reasonable answer. No employee will be penalized, formally or informally, for voicing a complaint with the Company in a reasonable, businesslike manner or for using the problem resolution procedure. An employee should start at Step 1, unless the employee is uncomfortable discussing a particular concern with the supervisor. Then the employee is free to start at Step 2. No employee will ever be penalized for bypassing Step 1.

### **STEP 1**

An employee should present the concern verbally or in writing to the supervisor:

- Why do you see this situation as a concern?

### **AND**

- How you want to resolve it?

The supervisor will investigate the concern and will promptly respond to the employee.

### **STEP 2**

If the concern is not resolved at Step 1, an employee should present the concern in writing to Aden Shea:

- You do not feel the concern was satisfactorily resolved at Step 1.

### **OR**

You are not comfortable addressing this particular concern with your supervisor. Aden will investigate the concern and will promptly respond to the employee.

## Section 11: Health Insurance

The Affordable Care Act (ACA) requires employers to offer plans which meet both design and affordability standards, or pay a penalty. PK Contracting offers plans which meets both standards. PK Contracting's plans comply with all health care standards such as preventative care covered at 100%, dependents eligible to age 26 without being a student and removal of lifetime limits.

Health insurance is available to all employees. Employees who meet any of the five **Employee Classification Group** criteria below will receive a Company co-pay toward their health care premium or a fixed dollar amount if they are on their spouses or parents' insurance. All other employees who do not qualify for Company sponsored health care can participate in Company provided health care by using their Davis-Bacon fringe dollars.

### EMPLOYEE CLASSIFICATION GROUPS ELIGIBLE FOR COMPANY PREMIUM CO-PAY

1. All full time foreman (i.e. personnel acting as foreman 50% of time).
2. Office personnel working 12 months per year, full time.
3. Mechanics and shop clerks working 12 months per year, full time.
4. Yard Superintendents working 12 months a year, full time.
5. Any employee who is the driver of a major piece of equipment (striper, melter semi, 2 or 3 box grinder/groover, or water blaster (on the jobsite 50% of the time).

For employees hired in groups 1-4, health care will commence the first of the month following the completion of 60 days of employment.

For employees promoted to groups 1-4, and any employees in group 5, health care will commence the next April 1 following the promotion.

The portion of health care premiums paid by PK is determined by an employee's job classification and status as a seasonal or 12 month employee. Whether an employee is single or married will not enter into determining the maximum amount of the Company's contribution. The maximum amount paid toward the health care premiums of Classification 1-5 employees electing enrollment in the health care plan will be per the following table:

	Groups 1 & 5 (Road Employees)	Groups 2, 3, 4 (Office/Shop/Yard Employees)
<b>12 MONTH EMPLOYEE</b>	\$7,700	\$10,300
<b>SEASONAL EMPLOYEE</b>	\$6,700	N/A

\*Hourly rate determined by Davis Beacon Act on Federal Jobs.

Davis Bacon employees who enroll in PK Contracting's health plans will pay for their employee portion of health insurance using their fringe wages. \$9.00 per hour of Davis Bacon fringe benefits will go towards your health plan and not be taxed. Once an employee meets his or her contribution based on the plan selected, the \$9.00 fringe will be paid to the employee in cash.

Non Davis Bacon employees who enroll in PK Contracting's health plan will pay for their employee portion of health insurance via pre-tax dollar payroll deduction.

## **Section 12: 401(k) Plan**

PK Contracting's 401(k) Plan is open to all employees 21 years of age and older who meet the eligibility requirements. Eligibility occurs after the completion of a minimum 3 months with the company. Once the eligibility requirements are met, employees will be notified. Employees can then select the desired level of participation. If you have any questions, the 401(k) administrator is Brian Shea.

## **Section 13: Family Medical Leave Act (FMLA)**

### **FAMILY MEDICAL LEAVE ENTITLEMENT**

The Company provides eligible employees up to 12 weeks of unpaid leave per 12-month period for certain family and medical reasons. The FMLA also entitles eligible employees to leave in certain circumstances related to a qualified family member's military service. The 12-month period is measured forward from the first date when an employee's leave begins.

### **EMPLOYEE ELIGIBILITY**

An employee is eligible if the employee has completed 12 months of employment and has completed 1,250 hours of service in the 12 months before the start of the leave.

Hours worked include overtime hours worked and time that an employee would have worked for the Company if not engaged in military service, but exclude paid time off (vacation days, medical leave days, holidays, and personal business days), leaves of absence and layoffs.

An ineligible employee cannot take family medical leave time, but may be entitled to time off under other Company policies.

PK Contracting's FMLA poster contains additional information about the FMLA.

## **Section 14: Social Security Number Privacy**

The Company prohibits any intentional public display of social security numbers. It also prohibits any employee from maintaining, accessing, viewing, or using for their own personal purposes the social security number of another individual. For business purposes, authorized personnel who have a business use for this information are allowed to maintain, access, view or transmit records and documents containing social security numbers.

When necessary, documents that contain social security numbers will be properly destroyed by a method that prevents display of the whole social security number. The unauthorized removal of social security numbers, in any form, from the Company's premises is prohibited.

Any employee who violates this policy will be subject to discipline, up to and including termination of employment.

## Section 15: EEO Statement

PK Contracting, Inc. management hereby reaffirms, supports, and is committed to the concepts of Equal Opportunity in both the letter and the spirit of the law as defined and / or implied under Executive Order 11246, as amended, Title XII of the Civil Rights Act of 1964, Michigan Public Acts 220 and 453 of 1976, the Equal Opportunity Act of 1972, the Rehabilitation Act of 1973, and the Veterans Readjustment Act of 1974.

PK Contracting, through responsible management, shall recruit, hire, upgrade, train, and promote qualified persons in all job titles without regard to race, color, religion, sex, national origin, age, handicap or status as a disabled veteran or a veteran of the Vietnam Era, except where handicap is a bona-fide occupational disqualification.

The Company's managers assure that all other personnel practices such as compensation, benefits, layoffs, return from layoffs, or Company sponsored training will be made without regard to race, color, religion, national origin, sex, age, handicap or status as a disabled veteran or a veteran of the Vietnam era, Desert Storm, and Iraqi Freedom, except where age and sex are essential bona-fide occupational requirements or where handicap is a bona-fide occupational disqualification.

PK Contracting's managers shall base employment decisions upon the principles of Equal Employment Opportunity and with the intent to further the Company's commitment. Managers shall also take affirmative action to recruit and hire qualified minority group individuals, females, veterans of the Vietnam Era, Desert Storm, and Iraqi Freedom and qualified handicapped persons and disabled veterans and, subsequent to introduction into the work force, that these individuals, as well as all other categories of employees are encouraged to aspire for promotion and are considered as promotional opportunities arise.

Jessica Bunch, is appointed by Aden Shea, President, as EEO Officer of PK Contracting and has the overall responsibility for Affirmative Action Planning and for implementing and monitoring Equal Opportunity within the company. Jessica Bunch is available to all employees and may be contacted at the PK office at 1965 Barrett Street, Troy, MI. Telephone: (248) 362-2130.

  
Jessica Bunch, EEO Officer

03.04.2022  
Date

  
Aden Shea, President

3.4.2022  
Date

## **Section 16: Affirmative Action Program Document of Good Faith**

The following is the Affirmative Action Program for Equal Employment Opportunity for PK Contracting.

It is the policy of PK Contracting, Inc. to maintain a working environment free of harassment, intimidation, and coercion at all work sites and in all facilities. PK Contracting specifically insures that all forepersons, superintendents, and other on-site supervisory personnel are aware of and carry out the contractor's obligation to maintain such a working environment, with specific attention to minorities.

PK Contracting maintains a current list of minority and women's recruitment sources, provides written notification to these recruitment sources when hiring, and maintains a record of the company's efforts and recruitment source responses. A separate file is kept for women and minority applicants.

PK Contracting is committed to compliance with specified goals on various contracts with requirements for EEO goals.

PK Contracting insures non-discriminatory recruiting by encouraging present employees to refer minority group applicants and by making it known to recruitment sources that qualified minority members are being sought for consideration for supervisory, office, and technical jobs whenever the company seeks to hire new employees.

Opportunities exist to develop on-the-job training or participation in training programs for the areas that expressly include minorities and women, including upgrading, apprenticeship, and trainee programs funded or approved by the Department of Labor.

PK Contracting disseminates its EEO Policy to all new employees at the time of hire and periodically to all employees in paycheck envelopes. EEO documents (Posters and the Company EEO Policy Statement) are on display at all times in the front office as well as on employee bulletin boards and at any satellite locations. The name and telephone number of the company EEO Officer appears on the EEO Policy Statement. The EEO Officer is available at all times to any employee should a problem arise:

Jessica Bunch  
Equal Employment Opportunity  
Officer 248-362-2130

The EEO officer is responsible for insuring that wages, working conditions, and employee benefits are determined and administered on a non-discriminatory basis.

The EEO Officer reviews all aspects of employee upgrading, promotion, transfer, demotion, layoff or termination of employment with respect to discrimination and will take corrective action wherever necessary.

PK Contracting keeps required records for the purposes of determining compliance with and progress under our EEO Program.

PK Contracting keeps records on a monthly basis documenting the personnel employed including a count of minority group employees with total work hours, total minority work hours, total female work hours and percentage comparisons in various job classifications and their wage rates.

The EEO Officer will investigate any complaint of a civil rights or harassment nature and discipline any offending supervisory employee as necessary.

In the event that a civil rights complaint cannot be resolved within the company, the complainant will be advised of his /her right to appeal the complaint to the Michigan Department of Civil Rights, Office of Federal Contract Compliance Programs, and / or the Federal Equal Opportunity Commission.

PK Contracting insures that all facilities and company activities are non-segregated.

## **A Final Word**

We have tried to make this handbook comprehensive and to answer the questions that you might have. If you have any questions that this handbook has not answered, please ask us. We will get the answers for you.

This handbook does not cover all kinds of unacceptable conduct. The Company also may discipline or discharge an employee for any unacceptable conduct that is not covered by a specific rule or Company policy in this handbook. PK Contracting has made a sincere effort to provide compensation and employment policies that are mutually beneficial to the Company and you.

This handbook replaces all prior written statements, oral statements, and practices. PK Contracting may change this handbook in the future. We will let you know about any changes before they go into effect.

**PK Contracting, Inc.**  
**248-362-2130**



PARTNER BY CHOICE. SAFETY BY DESIGN.

# Operating Procedures

**TROY & OXFORD DIVISIONS**

2022 Season  
Rev 03/18/2022

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# **Section 1: General Notes**

## **CHAIN OF COMMAND**

Aden is responsible for implementing company policy. Each division has designated managers and assistant managers. Directives from division managers concerning matters for which they are in charge of are to be considered as coming from Aden.

P.K. Contracting Inc. Division managers are as follows:

- Troy Main Office Division Manager: Mike Cagle
- Oxford Division Manager: Matt Shea
- Kalamazoo Division manager Kyle Van Dusen
- Lake City and Marquette Division Manager Jason Wilde
- St. Johns: Division Manager: Dave Lehner

## **PUBLIC RELATIONS & DRIVING**

We know that work on the road is stressful and strenuous. However, altercations with the public cannot occur and will not be tolerated.

Remember that you are driving a moving billboard. The motoring public is very conscious of your presence. Be careful that they see you observing all traffic laws. Bad driving habits will be noticed and reported back to our office by motorists.

If you suspect a complaint will be phoned in to the office, call in to alert the office staff. This will help the office personnel understand the facts and help them deal with the caller.

## **PARKING**

When reporting for work, park in your assigned space on the PK premises, if you are given one. Motorcycles are to be parked outside and not inside any building at any time. Check the forecast.

## **PUNCHING IN**

If you are getting a ride from someone else and arrive early, do not punch in or be in the yard until your appropriate arrival time. Punch in by the time you are scheduled to start working, and only for yourself. No one is to punch in or out for any other person.

Clock times are to be clock punched only, not manually written.

After punching in, check the schedule for work, driving and / or passenger assignment. You are to drive the truck that is numbered next to your name. If there is no truck number next to your name, you are a passenger in a truck and are to assist in the preparation of that truck. Do not make any changes to driving or passenger assignments. Any proposed changes must be cleared through the scheduling department. After checking your assignment, report to your foreman so he/she knows you are in. If the foreman is not at the yard, check in with the second person listed on your crew. Fill up water jugs and coolers and carry to your truck. Once punched in, employees are to be working.

## **FOREMEN**

As soon a crew member is 10 minutes late, immediately see to it that he / she is called to see if there is a problem.

## LEAVING FOR THE JOB ON TIME

PK's success is based on satisfying the prime contractors we work for. Showing up to the job on time is an essential part. Crew show-up time is based on the time we have to be on the job and assumes that crews are able to PULL OUT WITHIN 15 MINUTES. More than 15 minutes set-up time will make the crew late for its arrival at the job.

Given the number of employees we have, if every employee took an extra fifteen minutes every day before pulling out, the cost would approach \$500,000 over the course of a year.

## PAY RATES

Different jobs have different pay rates and employees are assigned to jobs without regard to pay rates. Over the course of the year assignments to jobs with regard to pay rates averages out. Do not request to be put on jobs based on a specific pay rate.

## TRAVEL TIME / JOB TIME

Job time is that time spent actually on the job site. Traveling to and from the job is paid at the travel rate on construction projects. On maintenance projects travel time is paid one time at the start of the project and one time at the completion of the project.

## RAIN-OUT CONDITIONS & PROCEDURES

Show up at your scheduled time. Every effort will be made to call in advance if a crew is delayed or canceled. If the status of the job is unknown crew members are to show up as scheduled. That is the nature of the road building business.

Upon reporting to the yard, it will be decided to either punch in and work in the yard or not punch in and go on hold.

After one hour on hold the decision will be to either punch in and work or cancel and not punch in.

On the job – a crew placed on hold and not working due to a rain delay will not be paid job time. The maximum unpaid job hold time is one hour. Any hold in excess of one hour will be paid. Employees must be working to be paid. When on the clock, but on hold, use this time to be productive and keep trucks, trailers, equipment, and materials in a neat and organized fashion.

## OVERNIGHT BAG

All yard, shop, mechanics and road personnel are to keep an overnight bag with clothing and other necessary items with you at all times. This is so you will be able to respond to unexpected, spur of the moment trips that may occur at any time. **Therefore, no one should have to go home to get overnight necessities.**

## OUT-OF-TOWN PROCEDURES

Out of town, overnight use of trucks / vehicles is restricted to driving to and from the yard, and to and from restaurants. Trucks are not for personal / recreational use. When off duty alcohol is not to be abused. Any damage that an employee is responsible for will be paid for by the employee and may be cause for termination. Use of any truck while on the road must be cleared with the foreman. Anyone who plans to go out and consume alcohol needs to make other arrangements for transportation. Rooms are to be booked double occupancy. Employees are to respect the rights of their roommates and not put them in any uncomfortable or compromising situations.

Try to stay at the closest reasonably priced hotels and avoid the high priced hotels or motels requiring time consuming drives. A personal benefit of accumulating points should never enter into the decision of which hotel to choose. Always ask for the corporate rate at any motel. Pay by credit card.

**When on the road, PK pays for only the room portion of the hotel bill.** Personal expenses such as food, clothing, TV, telephone calls, movies, are to be paid for by employees. At gas stations, PK pays for **ONLY** fuel and truck related supplies. No personal items are to be charged.

## **MAINTENANCE OF EQUIPMENT & FACILITIES**

Great time and effort is put in maintaining all equipment and facilities. We expect employees to keep equipment looking sharp. If you see debris or garbage on the ground, pick it up and throw it away. Restroom facilities are to be kept clean and supplies are not to be removed from the property. It is everyone's responsibility to monitor that equipment is used properly.

When on the job, report any equipment damage to the job foreman immediately. Failure to report any type of damage promptly and honestly can be cause for discharge. You are far better off to report a mishap than not. The shop staff should not be wasting time doing unnecessary repairs. Any unauthorized modifications to equipment such as adding speakers, microphones, or radar detectors is prohibited.

## **USE OF COMPANY VEHICLES, EQUIPMENT & FACILITIES**

Due to the size of our operation and insurance requirements, Company vehicles, equipment, and facilities, including satellite yards, may not be used for personal purposes. Non-employees are not to ride as passengers in PK vehicles. In most cases, all trucks are to be returned to the Troy, Oxford, Kalamazoo, St. Johns, Lake City, Marquette or satellite yards at the end of each shift. Any deviation from this policy is prohibited without express permission from Aden, Kevin or any division manager or assistant manager.

## Section 2: Important Paperwork

### CREDIT CARDS, EXPENSE REPORTS & RECEIPTS

If you are assigned a PK Credit card it is mandatory that you fill out either an expense report or purchase order for EVERY purchase. Purchase orders will be used for major purchases on vehicle maintenance and all shop or yard purchases. Expense reports will be used for **ALL** transactions that occur on the road.

**The expense report will include: what was purchased, truck number if applicable, job (especially important to distinguish districts), and reason for purchase.** A receipt is required for every item listed on the expense report.

**Turning in receipts is mandatory.** You will be payroll deducted for any charge on your statement that is not listed on your expense report and accompanied by its receipt. Failure to comply with this policy will result in loss of company credit card. If you lose the privilege of having a Company credit card and you need to make a purchase on the road, you will have to use your personal card and get reimbursed by the company **(receipt or statement required)**.

Expense reports and receipts from Kalamazoo, St. John's, Oxford, Lake City, Marquette, or any other out-of-town location must be reviewed by the division manager and sent in to Kelly on a weekly basis.

Report any lost cards immediately to Kelly.

***Personal use of PK Contracting credit cards or company accounts is prohibited. Disregard of this policy is grounds for dismissal.***

### WRIGHT EXPRESS FUEL CARDS

When purchasing fuel on the road, the truck assigned Wright Express Card must be used. Each truck will have a fuel card attached to the key ring and must only be used to fill up its corresponding vehicle. This is extremely important for the shop office staff to be able to determine fuel consumption per vehicle for fuel economy calculation. **At the pump be sure to put in an accurate odometer reading. Pressing 1 2 3 4 is not acceptable. Employees must write the truck number and either District or Non-District** on the receipt which they place in the bin by the time clock. This must be done daily, or if you are out of town, immediately upon your return.

**The WEX (Wright Express) card must never be taken off the key ring or removed from its truck.** If you start a truck in the morning and the card is missing, please report it to Kelly immediately. The PK Contracting Visa cards are no longer to be used for fuel.

### SHIPPERS (Material Receiving)

Shippers for materials at any PK division or any other out-of-town location must be signed, dated, and returned immediately to Michelle who is in charge of ordering materials. When unloading is complete and before signing the shippers verify that everything has been received and there are no damaged or missing goods.

1. If materials are damaged or missing contact Michelle immediately and do not sign the shipping papers. Michelle will contact the vendor and make arrangements for a possible credit or return and to locate any missing goods.
2. Sign the shipping paperwork when all materials are received in good condition and any deficiencies have been settled between the main office and the vendor.

The unloader is to bring all paperwork back to Troy at the end of the day. If the unloader is not returning to Troy then a copy of the shippers is to be emailed to Laura Kragh.

### PK CONTRACTING RECEIPT / DELIVERY TICKET

Whenever PK purchases material, the PK employee taking possession of the material must have paperwork to document the transaction. Do not accept delivery of any material without a receipt to document the transaction. If a shipper is not provided by the seller use the PK delivery ticket to record the transaction.

**Material Sales** All material sale transactions are to be documented when PK is selling material, whether a PK employee delivers it to the purchaser or the purchaser comes to the PK Yard the PK employee releasing the material must have the purchaser sign a PK Delivery Ticket to document the transaction..

### PURCHASE ORDERS

In order to control costs properly, any purchase over \$50 material must be purchased through the Purchase Order (PO) system. There are Office and Shop POs. Shop PO's are to be filled out by shop administration and approved by Kevin Shea. Contact the shop administrator to obtain a PO for any road purchase.

## **Section 3: Hours of Service & Equipment Care**

### **HOURS OF SERVICE (HOS) & LOG BOOK REQUIREMENTS**

1. As required by the Department of Transportation, all road employees are required to keep HOS records in their personal log books. The HOS page is inside the front cover. A log book covers a one month period. New log books will be issued at the beginning of each month. Completed log books must be turned in the shop office administrator.
2. Employees are to keep their log books with them at all times. Motor Carrier officers may request to review your log book at any time and you will be fined if you do not have it with you. You are obligated to fill out your log book daily, whether you work or not. On a day when you do not work, "Off Duty" is to be indicated.
3. Although we can't deal with every possibility, to comply with DOT regulations, our basic rules will be as follows:
  - a. An employee operating any PK vehicle can work no longer than 16 hours and may not drive a truck for any more than 12 hours in any 24 hour period.
  - b. By definition, your reporting location will be your home base yard or hotel where you stayed at the night before.
  - c. After working a 16 hour day, any employee is to have 10 hours off duty before going back on the clock and driving a PK vehicle.
  - d. A restart in less than 10 hours will have an effect on the length of time an employee can work the next day.
  - e. At the completion of a long day, an employee will have to stay at a hotel if driving back will force him to exceed the 16 / 14 hour rules.
  - f. 70 on duty hours in a 7 day period requires a 34 hour period of off duty
  - g. When operating within a 75 mile radius, you may start your work week after 24 hours of rest, rather than 34 hours.
  - h. When leaving the State of Michigan, you must maintain a driver's daily log (or ELD if applicable) for your full day's activities, including the daily grid.
  - i. An employee who is required to keep daily logs more than 8 days within a 30 day consecutive period must utilize PK's Electronic Logging Device ("ELD") system and record his or her hours with the ELD assigned to the commercial vehicle driven by same.
  - j. Employees required to maintain either paper daily logs or ELDs must take an off-duty break of at least 30 minutes if more than 8 consecutive drive time hours have passed since the last off-duty period.

## TRUCKS THAT WEIGH LESS THAN 26,001 lbs.

1. If you are driving any truck without a trailer, you will be required to fill in **ONLY** your HOS page in your log book. This is not a log book situation where you mark on the daily grid.
2. If you are driving any truck that weighs less than 26,001 lbs., with a trailer weighing 10,001 lbs. or greater, and you are within 150 miles of your reporting location, you will be required to keep **ONLY** HOS records in your log book. This is not a log book situation where you mark on the daily grid.

If you are driving any truck that weighs less than 26,001 lbs., with a trailer weighing 10,001 lbs. or greater and if you are outside the 150 mile radius limit, you will be required to completely log your day's activities, including marking the **DAILY GRID**

MONTHLY SUMMARY SHEET					MONTH: _____				
If you operate on the period of 70 hours in 8 days, use the summary sheet on the left; if you operate on the period of 60 hours in 7 days, use the summary sheet on the right.									
The figures 1 to 31 represent calendar days, and entries should be made for each day - even when driver does not work. If no work is performed, enter zero (0) in first column and compute other columns as explained below.									
70 HR/8 DAY DRIVERS ONLY					60 HR/7 DAY DRIVERS ONLY				
Day of mo.	Hours Worked Today (Total of lines 3 & 4 on graph)	A	B	C	Day of mo.	Hours Worked Today (Total of lines 3 & 4 on graph)	A	B	C
Last 7 days of preceding month		Total hours on-duty last 7 days	Hours available tomorrow: 70 hours minus col. A - OR - 70 hours (if took 34 consecutive hours off duty)	Total hours on-duty last 8 days	Last 6 days of preceding month		Total hours on-duty last 6 days	Hours available tomorrow: 60 hours minus col. A - OR - 60 hours (if took 34 consecutive hours off duty)	Total hours on-duty last 7 days
1					1				
2					2				
3					3				
4					4				
5					5				
6					6				
7					7				
8					8				
9					9				
10					10				
11					11				
12					12				
13					13				
14					14				
15					15				
16					16				
17					17				
18					18				
19					19				
20					20				
21					21				
22					22				
23					23				
24					24				
25					25				
26					26				
27					27				
28					28				
29					29				
30					30				
31					31				

**70 HOURS - 8 DAYS**

At the end of each day, complete the last three columns adjacent to the days of month in the same manner as explained above. Total the number of hours worked during the last 8 days and enter in Column C. If any number in Column C exceeds 70, no driving should have been done. Any driving that was done is a violation and should be cited for easy identification.

NOTE: Any time you took 34 consecutive hours off duty, you have 70 hours available again.


**60 HOURS - 7 DAYS**

Follow the same instructions provided for completing the summary sheet for 8 days - 70 hours, except add time left six days for last seven days and 60 hours for 70 hours.

NOTE: Any time you took 34 consecutive hours off duty, you have 60 hours available again.

# TRUCKS NUMBERED 500 & HIGHER (These all weigh 26,001 lbs. or greater)

1. If you are driving a 500 or higher truck and within the 150 mile radius, you are **ONLY** required to record HOS in your log book. This is not a log book situation where you mark on the daily grid.
2. If you are driving a 500 or higher truck outside the 150 mile radius, you must log your full day's activities, including the **DAILY GRID**. If you keep daily logs more than 8 days within a 30 day consecutive period, you must utilize PK's Electronic Logging Device (ELD) system.



## DRIVER'S DAILY LOG

(24 HOURS)

\_\_\_\_/\_\_\_\_/\_\_\_\_  
(Month) (Day) (Year)

Original - File at home terminal  
Duplicate - Driver retains in his/her possession for eight days

**RECAP**  
Complete at end of workday

On-duty hours today (Total lines 3 & 4)

**70 Hour/ 8 Day Drivers**

A. Total hours on duty last 7 days, including today.

B. Total hours available tomorrow. 70 hr. minus A.\*

C. Total hours on duty last 8 days, including today.

**60 Hour/ 7 Day Drivers**

A. Total hours on duty last 6 days, including today.

B. Total hours available tomorrow. 60 hr. minus A.\*

C. Total hours on duty last 7 days, including today.

\*If you have not exceeded the 60/70 hour limit and take 34 consecutive hours off duty, you have 60/70 hours available again.

Name of Carrier or Carriers

Main Office Address

Home Terminal Address

I certify these entries are true and correct:

Driver's Full Signature

Co-Driver's Name

Truck/Tractor and Trailer Numbers or License Plate(s) / State (show each unit)

Total Miles Driving Today      Total Mileage Today

	MID-NIGHT	1	2	3	4	5	6	7	8	9	10	11	NOON	1	2	3	4	5	6	7	8	9	10	11	TOTAL HOURS
1. OFF DUTY																									
2. SLEEPER BERTH																									
3. DRIVING																									
4. ON DUTY (NOT DRIVING)																									

REMARKS

SHIPPING DOCUMENTS:

B/L or Manifest No. or

Shipper & Commodity

From: \_\_\_\_\_ To: \_\_\_\_\_

Enter name of place you reported and where released from work and when and where each change of duty occurred.

USE TIME STANDARD AT HOME TERMINAL

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601-LD



The **Daily Vehicle Inspection List** is designed to be used as a memory aid to help you properly maintain your equipment. Use it at each pre-trip and each post-trip inspection to help you survey the condition of your truck and trailer. It is not a replacement for the **Daily Vehicle Inspection Report** explained below which must also be done daily at the end of your shift. Regular use of DVILs and DVIRs by every employee will result in a properly maintained fleet.

**DAILY VEHICLE INSPECTION LIST (DVIL)**  
Use this at each pre-trip and each post-trip inspection.

**DAILY VEHICLE INSPECTION REPORT (DVIR)**  
Post trip DVIR Inspections must be documented at the end of every shift.

## TRUCKS RETURNING TO TROY AT THE END OF THEIR SHIFT

If there are no defects with a vehicle, the fuel log's DVIR column on the MILEAGE LOG at the pump is to be marked with the driver's initials which will indicate that the truck is in good condition.

If there is a reportable defect, the DVIR column in the MILEAGE LOG at the pump is left blank and a separate detailed DVIR/write-up sheet is filled in describing the defect, signed and put in the DVIR BIN in the maintenance shop.

The on duty mechanic will get the DVIR/write-up sheet from the report bin, perform the repairs, sign off that the defects were corrected and place the DVIR back in the vehicle or note on the write-up sheet. The next person to drive that vehicle needs to verify that the defect has been corrected and, if it has been, then sign the DVIR in the appropriate spot. After signing the DVIR the driver is to place it back in the appropriate DVIR BIN. The MILEAGE LOG / DVIR /write-up sheet is not to be used as a place to complain or argue.

DATE	EQUIP #	MILEAGE	UTILITY HOURS	COMP. HOURS	PTO HOURS	DIESEL /GAS	GALS. OF FUEL	DVIR COMPLETE (INITIAL)	PRINT FIRST AND LAST NAME
						D - G			
						D - G			
						D - G			
						D - G			
						D - G			
						D - G			
						D - G			
						D - G			
						D - G			
						D - G			
						D - G			
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						D - G			
						D - G			

## TRUCKS NOT RETURNING TO TROY AT THE END OF THEIR SHIFT

1. On normal subcontract jobs, the operator of the vehicle needs to inform both the foreman and Kevin of any DVIR defect. Kevin will be responsible for initiating DVIR compliant procedures.
2. On district/region wide jobs there will be a DVIR section on foreman's report to indicate any DVIR defects. Below is an example of a mileage log filled out properly. All entries are legible and all fields are complete.

### MILEAGE LOG 2016

REMEMBER TO RECORD COMPRESSOR AND UTILITY HOURS

DATE	EQUIP. #	MILEAGE	GALS. OF FUEL	Diesel / Gas	COMPRESSOR, UTILITY, TURBO HRS.	ADDITIONAL OIL ADDED # QTS	DVIR CHECK (INITIAL) IF NO REPAIRS NEEDED	PRINT FIRST & LAST NAME
03-18	815	206954	18.7	D - (G)			gmo	CHRIS RED
3-18	446	47,354	22.1	D - (G)	—	—	EDV	ED DIVIRGILIO
3-18	724	106,097	37.6	D - G	724C	1	L.R	LEIGH RITCH
3-18	912	167,002	97.6	D - G	912U	0	S.K	STEPHEN KALICH
3-19	522	22,486	24.1	D - G	384C/311U	1	T.S	Tom Smith
3-19	511	106,384	43.1	D - G	323C	0	G.A.	Clint Anderson
3-19	813	398,000	16.2	D - (G)	—	2	T.L.	Tommy Lee
3-20	521	211,560	76.4	D - G	1174/214C	1	N.T.	Ned Timmons
3-20	449	14,111	10.	D - (G)	—	—	D.A.	Dave A. kin
				D - G				
				D - G				

## Section 4: Preparation for & Traveling to the Job

### TRUCK KEYS

Each truck will have (a) tagged identification key(s) which will stay with that truck. The key(s) will be left in the ignition when the truck is not in use and is being stored in the PK yard. When on the road, take the key(s) with you into the hotel. Make sure the ignition key opens the doors before you lock the truck. Over the years doors have been damaged and replaced.

### IF YOU NEED ADDITIONAL MATERIALS

If you notice that additional materials are needed in the morning, notify the foreman or yard foreman. They have procedures to follow to procure them. They will make material adjustments and note it on the Truck Inventory and Supply List on the truck's clipboard. **Do not take off from another truck any equipment, materials or supplies you may be missing.**

### DUTIES IF YOU ARE ASSIGNED TO DRIVE A TRUCK

Check out vehicle if you are the assigned driver. Although the driver is responsible, passengers are to assist the drivers in performing truck and equipment checks.

1. Check oil before starting your truck. Add oil only if you are a full quart or more low.
2. Do a light check (truck, arrow board, beacons, and trailer). Check turn signals and brake lights.
3. Make sure trailer is pinned, tongue jack is secured in the up position, safety chains are in place, and the load is secured.
4. Check tires and verify none are low or flat. Kick duals to insure they are OK.
5. Check for accuracy the Truck Inventory and Supplies List on the clipboard left in the truck by the loader. Sign the list and give the clipboard to the yard staff. (The clipboard system is described in Section 16.) You are responsible for the quantity of material on your truck as well as its equipment. A daily inventory will be taken.
6. Put arrow board in travel mode and **pin both sides.**
7. Verify that the truck and small equipment have already been fueled up. If so, let the truck warm up where it is parked.
8. Before leaving the yard with a supply truck or striper, you must have a Bill of Lading in your truck to document your load. (The only exception to this is if your truck is empty or has just cones in which case no bill of lading will be required.) Without the Bill of Lading you may be detained at the scales. Be sure your vehicle placard matches your bill of lading.
9. Make sure the envelope containing vehicle registration, proof of insurance, and vehicle annual inspection certificate is in the truck. There is a \$187 fine for each of the above mentioned items not in the vehicle. Any fine will be paid by the driver of the vehicle, not by PK.

### KEEP PUMP AREA FREE OF CONGESTION

Some crews will already be lined up in convoy formation, and some will still be in their parking spaces. Do not move trucks from where they are parked until it is time to pull out because you will block Building A bays and the gate. **Do not block areas in front of Building A bay doors.**

Before pulling out, check with foreman for location of job and route to be taken.

### RADIO PROCEDURES

When pulling out, do a radio check. A proper radio check includes the employee's name and the truck number. Do not chatter on the radio. For the benefit of employees who speak only one language, all radio transmissions are to be conducted in English so that the entire crew understands what is happening. Do not use profanity on the radio.

### WHEN TRAVELING IN CONVOY FORMATION

When two or more vehicles are traveling together, have the striper or vehicle pulling a trailer be the lead vehicle. The striper, vehicles pulling trailers, and specialty equipment must be in the lead, with pickups and trucks without trailers serving as follow trucks watching out for any problems. A convoy of two vehicles should stay together. Wherever possible have all trucks take the same route. If a vehicle has a breakdown, other vehicles will be able to see it, stop, and help out.

## **Section 5: On the Job**

### **GENERAL ON THE JOB POLICIES**

#### **TRAFFIC CONTROL & PAVEMENT MARKING PROCEDURES**

PK Contracting, Inc must conform to the maintaining traffic provisions in specific project proposals. In addition we must comply with the following items.

Michigan Manual of Uniform Traffic Control Devices, specifically, part 6 "Traffic Controls for Street and Highway Construction, Maintenance, Utility, and Incident Management Operations."

MDOT pavement marking typicals. Note there is some variation in pavement marking typicals depending upon the specific region. Be aware of the specific pavement marking typicals of the region we are working in.

PK Contracting, Inc takes a pro-active approach to work zone safety and pavement marking operations and procedures. Our focus is on continuous improvement in safety methods and pavement marking methods. By working together with the inspectors, engineers, and various city, state or county officials, we will deliver a safe product, productively and at the highest quality.

#### **ARROW BOARD PLACEMENT**

Trucks carrying tape or items which can easily be stolen should not be used as arrow board trucks at locations on a job where they are out-of-view thereby making theft more likely.

If a truck is parked and not being used as an arrow board truck, turn off the engine and be sure the lights, including the arrow boards and beacons are turned off. This will save fuel. This practice is ever more important since fuel prices are so volatile.

#### **INLAY PROCEDURES**

It is absolutely necessary that inlaid tape be rolled in the asphalt. If you have problems with the roller operator, call the office. If there is going to be a lapse of one hour before inlay tape is required, notify your division manager to see if help is needed on another project.

#### **PARTIALS**

Use partials of markout paint before starting a new can. Do not throw out plugged cans. Replace the spray tip on a plugged can with a spray tip from an empty can and it will probably work fine. Only one partial roll of any width and color of tape should come in at the end of the day. Only one partial can of glue should come in.

#### **BREAKDOWNS ON THE JOB**

When a piece of equipment breaks down on the job, and the operator or foreman is unable to repair it within fifteen minutes, they are to notify the shop to request assistance. If after a total of a half an hour a piece of equipment is not up and running, notify the division manager or assistant manager. They will be aware if another piece of equipment may be in the area and can be sent to the job. In addition, they may need to notify pending jobs of any time changes.

#### **TRUCK CARE**

Between daily operational hours contact the shop administrative staff and for evening hours contact the night shift supervisor or mechanic. For all other emergencies contact Kevin Shea. Kevin or Chris Reo of any equipment repair needs as they occur on the job. This will enable them to get ready to do the repair (get parts, etc.). Verbal notification of needed repairs must be followed up by written notation on the repair logs located at the pumps or Bay 1 of the Maintenance Building at the end of the shift.

Make sure to always shut truck doors after getting in or out. Over the past few years we have had to replace numerous truck doors because of this.

#### **WHEN LEAVING THE JOB TO GO BACK TO YARD**

Before leaving, do a total vehicle check, including trailer and tires. The driver is always responsible for truck, trailer, and load securing so items don't blow out of the truck or roll around in the bed. Do not leave a job site before checking with your foreman.

#### **ROAD SURFACE CONSIDERATIONS**

We need to minimize pavement scarring. We have installed head levelers to make sure grinding boxes are grinding square to the road. Adjust levelers to match road conditions.

## **ASPHALT**

When the pavement will remain at the completion of the job, and you are not putting a line back in the same place where you are grinding, use steel teeth to prevent scarring the pavement.

Lines requiring removal which cut diagonally across permanent pavement, shall be lightly ground with a steel head and then shot blaster. Do not blow debris into traffic.

## **CONCRETE**

For lines requiring removal which cut diagonally across permanent pavement and are not being placed back in their original location, use a water blaster to prevent scarring the pavement. On concrete, a water blaster should be used instead of grinders.

## **SMALL EQUIPMENT PROCEDURES**

- No gasoline or gasoline powered tools are to be transported or kept on the bed of any thermoplastic application trucks. Refueling is absolutely not to be done on the deck of these vehicles or next to an open flame. Be sure gas caps are secured properly and not cross threaded.
- Hand paint machine supplies and tool boxes will be checked out at the beginning of the shift from the yard superintendent and must be returned to the yard superintendent at the end of the shift. The tips and filters for laser liners are very costly and should not be treated as throw away parts.
- Make sure tamper cart handles do not stick out from the side of any truck. They can catch on doors and mirrors causing significant damage. Use the proper loading and securing methods for tamper carts and all small equipment.

## Section 6: Back at the Yard

### WHEN PULLING INTO YARD AT THE END OF A SHIFT

**Both driver and passenger stay with their vehicle.** If you are waiting in line to use the pump, start on your check in procedures.

### TRUCK ORGANIZATION

Cleaning of truck and reorganization of equipment is the responsibility of the truck driver and passenger, not yard personnel. You are responsible to clean whatever truck you drive back to the yard.

### USE OF FUEL PUMPS

Be certain that you are putting the correct fuel – Gas or Diesel - into the truck or piece of equipment. If you are unsure what type of fuel the equipment uses don't guess. Instead ask a foreman.

### GET IN FUELING LINE AT THE PUMP AND WHILE IN LINE:

1. Put arrow board in **Display** mode, lamps facing forward.
2. Do a light check (truck, arrow board, beacons, and trailer).
3. **Empty garbage from the cab into the small dumpster at the pumps. Empty garbage from the bed or trailer and all peeled tape into the large dumpster. Do not throw out partially used cans of markout paint or any other usable supplies.**
4. If no mechanic is on duty, note any needed truck and large equipment repairs on the repair log at pumps. Do not enter repairs on pump/fuel mileage log sheet. Fill out DVIR for out of service repairs and drop it off at the designated area.
5. Note any small equipment repair requests on the repair log at the pumps and drop off the equipment at building A.
6. All small equipment is to be numbered. If you notice any unnumbered pieces of small equipment notify the yard superintendent.
7. Unload any broken small equipment that needs repair and put it outside Bay 4 of Building A. Tag the equipment with a description of the needed repair. Tags are located at the back of Bay 4. If broken equipment is not tagged, it will go to the garage. The next person will think it is in good repair and find out on the job that it doesn't work.

### FUELING

8. Turn off engine. Start fueling. While fueling, check oil level in compressors and all small equipment, both on the truck and on trailers. Check the truck engine oil after doing all other truck and equipment checks. This will allow the oil to drip into the bottom of the oil pan. Add oil if you are a full quart or more low, and note on the mileage log. Add oil to the full mark, do not overfill.
9. Re-fill all gas cans or fuel cans on grinder trailer or specialty equipment when refueling trucks. Be sure to use **yellow** cans for diesel fuel, and **red** cans for unleaded gasoline. Note that there are glue cart flush cans which are designated for glue cart cleaning only. Do not use glue cart flush as fuel for any equipment.
10. Re-fill one gallon pre-mix cans from 5 gallon pre-mix can at pump.

### PARK TRUCK / EQUIPMENT

11. Before parking the truck, empty all peeled up tape into the big dumpster. Be certain that partial rolls of tape or other useable supplies are not stuck to peeled up tape being thrown away.
12. If mechanics are on duty and a truck requires repair, drive the truck to Bay 1 of the repair shop. Pull in from the west and park equipment as far to the east door as possible. Write up a repair request on the Repair Log located on the north wall of the bay. Then notify a mechanic of the repair request. The mechanic may repair the truck right away thereby removing the truck from the staging area.
13. Grinder trucks are to go to the air tool area by Building A to service grinding heads. Heads are to be serviced and remounted at the end of the shift, not at the beginning of the next shift.  
Park trucks in their designated parking area (including after-hours repairs.)
14. Neatly reorganize all tools and equipment in cabs, truck beds, and on trailers, including cones. Yard personnel should only have to remove partial pallets and replace them with full pallets for the next shift.
15. Be sure to roll up windows and slide cab rear window shut after parking truck.
16. SCB's and grinder trucks are to be thoroughly cleaned by the operator every time
17. Check with the foreman and the office before punching out to see if you are needed to do something else
18. Note any needed repairs (including small equipment repairs) on the repair log at the sign out area if you didn't note them on the repair log at the pumps

## **PUMPING UP PAINT / PLURAL STRIPERS & LOADING THERMO TRUCKS & MELTERS**

- Any paint that is pumped out of a truck must be pumped into its appropriately labeled tote or drum
- Any thermoplastic drained from a truck or melter must be drained into an appropriate tub. This is so that regular dry, waterborne, polyurea, spray thermoplastic, or regular thermoplastic are never mixed.
- Any type of waste must also be put in appropriately labeled totes or drums. In the spring and fall, when some stripers have waterborne paint and some have regular dry paint, drain buckets and waste drums cannot be mixed.

### **When pumping up a paint or plural striper:**

1. First, pump all partials
2. Pump up all drain barrels/buckets
3. Use partial pallets of Beads and Elements first.

There should only be one partial drum of any type of paint or elements at any time.

### **When loading a thermoplastic melter:**

1. First, use up all chunks.
2. Use all partial pallets of material.
3. Lastly, start using previously unopened pallets.

When going out on a handwork job, take appropriately labeled pails of paint. After returning to the yard, empty any buckets of paint you bring back into the appropriately labeled tote or drum.

Empty waterborne paint into totes stickered **WB White** or **WB Yellow**. Empty regular dry paint into drums stickered **RD White** or **RD Yellow**. Empty bad paint into the drum stickered **Waste**. Do not mix good waterborne with good regular dry paint.

## **PREPARING TO LEAVE FOR THE DAY**

1. Check in with the Scheduling Department to make sure there is nothing else needed for the day.
2. Once OK'd to leave, punch out and then attend to any personal needs (phones etc.) Punch out only for yourself. Do not punch out for anyone else.
3. **Do not bring personal vehicles up to the time clock area.**
4. Socializing is to be done off the PK premises. Employees are not to congregate or socialize in the parking lot.
5. There is to be no recreation in yard or parking lot.
6. If you are riding home with someone else who is working later than you, sign out at your appropriate time, leave the yard and wait for your ride.

## Section 7: SHOP / YARD SUPERVISION

### SUPERVISORY RESPONSIBILITIES

Kevin is in charge of implementing Troy shop and yard policies. Chris Reo is responsible for enforcing Troy yard policy. All road and yard personnel are to respect his authority as if directives are coming from Aden.

### SHOP POLICY

Mechanics supply their own personal tools. No one is to take a tool out of any mechanic's tool box without receiving permission from the owner of the tool box.

### EQUIPMENT OUT-OF-SERVICE BOARD

The shop supervisor will keep the **Equipment Out-of-Service Board** in the front office up to date. The board shows when equipment is taken out of service and when it will be returned to service.

### YARD SUPERINTENDENT'S EQUIPMENT REPORT

Each foreman is responsible to notify Kevin or Chris Reo of equipment which is returned to the yard in damaged or poorly maintained condition. Yard foremen will also note the damage on their "Misuse Form".

### TRUCK INVENTORY & SUPPLY LIST CLIPBOARDS

Yard foremen will maintain a clipboard system as follows. Each truck which carries material will have its own clipboard. At the start of each shift the assigned driver will check for accuracy the Inventory and Supply List, sign it, and place in the Load List Bin. Yard personnel will also note on the appropriate Truck Inventory and Supply List any material added after the initial loading, whether in the AM or later in the day.

### ACCESS TO MATERIAL & MAINTENANCE BUILDINGS

Tape / materials storage and maintenance buildings are off limits to road personnel without permission of Aden, Kevin, Chris Reo or the Yard foreman. See: **Job Procedures > Beginning of Shift > If You Need Added Materials** on how to acquire materials in the morning.

### BILLS OF LADING

Yard foremen are responsible to make sure each truck they or their crews load, except for trucks with small loads of only beads and / or cones, has a bill of lading. The shop administrative staff has updated generic bills of lading for certain trucks which carry the same load all the time. Trucks whose supply lists are always changing must have accurate bills of lading on a daily basis. The loader and driver both must make sure each truck has an acceptable bill of lading for each day and is properly placarded.

### ANY VANDALISM MUST BE ADDRESSED IMMEDIATELY

Loaders will notify Chris Reo as soon as they notice any damage or vandalism. Chris Reo will notify Kevin of such occurrences.

### PROCEDURE FOR CHANGING TRUCK ASSIGNMENTS

Truck Assignments are not to be changed without the approval of Aden, the division manager or the assistant division manager. Any truck assignment change must be updated on schedules posted in the sign-in area. Aden, the division manager or assistant division manager need to be personally notified the next morning. At the start of each shift, foremen need to look at schedule by the time clock to see any truck or personnel changes.

Changes to trucks or personnel that are made after all paperwork has been distributed to the foreman's building are only indicated on the schedule by the time clock. The schedule that is distributed to each individual foreman is not updated with any changes that occurred after the paperwork has been placed in the foreman's building.

## **YARD TOOL BOX**

The yard Superintendents will maintain a locked set of tools in Building A. These tools will be used by yard personnel who need to make repairs on equipment when in the yard. These tools are not to be taken from the yard. Mechanic's tools are not to be used by road or yard personnel.

## **FORK TRUCK and SCISSORS LIFT POLICY**

Fork trucks and Scissors lifts are to be operated by trained people only. Shop administrative staff will have fork truck and scissors lift training materials and are responsible for training PK employees in the proper operation of fork trucks and scissors lifts.

Fork trucks are to have the following tools permanently affixed:

Bung Wrench

Lid Wrench

10-foot Long Chain

Crescent Wrench

Male Trailer End

## Section 8: Specialized Equipment

### CARE & OPERATION OF SPECIALIZED EQUIPMENT – WEIGHT CONSIDERATIONS

Due to weight restrictions, increased permitting, and stepped up enforcement, all two and three box grinder /groovers and all water blasters must have debris boxes virtually empty (debris of no more than 5,000 feet of removal) when traveling to and from the job. Pre-trip and post-trip inspections and maintenance must be done, without exception, every time any piece of equipment leaves or return to a PK yard or facility.

#### 1. WATER BLASTERS

Operators must perform a pre-trip inspection which should include starting auxiliary motors, inspection of blast head, and identification of any broken parts or loose hoses or fittings. Make sure spray bars spin freely and all gauges are working properly. Fill water tanks to predetermined level for legal transport. When you have returned to the yard, dump any excess debris and power wash truck and debris hopper thoroughly. Also, check the pump up hoses, back flow preventers and fittings.

#### 2. GRINDERS (One, Two & Three Box)

Operators must perform a pre-trip inspection which should include starting auxiliary motor, checking each box for dead heads, spinning each head to ensure bearing serviceability and grease each bearing. Check blowers and box levelers for proper operation. Inspect all hydraulic lines for any leaks or frays which would result in a possible line failure. Let dust system pulse to and from the job. When you have returned to the yard, dump excess debris, inspect pulse filters, power wash truck, and replace any dead heads from the grindings of the just completed shift.

#### 3. GROOVERS

Operators must perform a pre-trip inspection which should include starting auxiliary motor. Inspect saw blades and all hydraulic lines for any leaks or frays. Spin head and make sure RPM gauges are functioning. Also check that caster wheels spin freely and are not damaged. Let dust filters pulse to and from the job. When you have returned to the yard, dump excess debris, inspect pulse filters, check caster wheels and replace if necessary, and power wash truck.

#### 4. SCBs

Operators must perform a pre-trip inspection which should include starting auxiliary motor. Verify that pulse system is working properly and all gauges are functioning. Let dust system pulse to and from the job. Spin blast head and inspect seals for serviceability. When returned to yard, dump excess debris from hoppers, (including shot hoppers), inspect pulse filters, and power wash exterior of machine. Blow shot hoppers clean.

#### 5. SWEEPERS

Operators must perform a pre-trip inspection which should include starting auxiliary motor. Let auxiliary air build up before truck is moved. (The auxiliary air gauge is mounted in the gauge cluster.) Fill water tank and grease impeller bearing. Make sure all brooms spin freely and water delivery system is working properly. When returned to yard, power wash truck and hopper thoroughly which includes the auxiliary motor.

For the previously mentioned equipment, follow the service manuals grease intervals and inspection of apparatus during your shift. When out of town it may be necessary to locate a truck washing facility with the necessary equipment. Training and equipment review days will be set up prior to the start of the season. All specialized equipment and operating procedures will be discussed during these sessions. Operators of specialized equipment will be required to attend.

### DEBRIS HANDLING

If, at the end of a shift, there is an available debris dump area, dump your debris there. However, no matter what, if you have more than 5,000 feet of debris, you must dump before coming back to the yard. This will ensure that the trucks will not be traveling in an over-weight condition. Any dumping at the yard at the end of a shift must be less than 5,000 feet of debris. When on the job, the foreman needs to identify the location of dump locations for his employees.

Water blasters can only travel with water to a predetermined level. If a water blaster removes more than 5,000 feet, the debris boxes must be emptied before leaving the job.

Operators of water blasters, grinders, groovers, SCBs, sweepers, and SCBs are to submit a daily operator's report. The report must be filled out completely and placed in the box by the time clock for Kevin to process. For any equipment used out of town, the form is to be faxed in from the hotel at the end of every shift.

## GRINDER HEAD MAKEUP & SPECIFICATIONS

Do not mix tools, rods, and good teeth with dead teeth. Make sure useable supplies are not mixed in with garbage or peeled up tape. During idle moments on the road, crew members should spend time organizing trucks, trailers, and cleaning out cabs. At the end of the shift, grinder trucks and hand grinders are to be in ready-to-work order with dead heads replaced.

### 1. HAND GRINDERS

After completing grinding with a steel head, remove the steel head and replace it with a carbide head or a milling head. In addition to the carbide or milling head on the grinder, have one spare carbide head or milling head and one spare steel head on the trailer or truck bed. **Dead heads are to be replaced with a carbide head or a milling head before the grinder is put on the trailer and brought back to the yard.**

### 2. ONE BOX & TWO BOX GRINDERS

The standard configuration for one-box grinder trucks is a leading carbide head and a steel head behind it. A two box grinder will have both boxes configured in the same fashion. Keep three spare steel heads, one spare carbide head, and two wire brush heads on the truck. At the end of the shift, make sure boxes are returned to standard configuration and the proper number of spare heads are loaded.

### 3. 3 BOX GRINDERS

The standard configuration for three-box grinder trucks is the leading box to have two carbide heads, the middle box to have a carbide head followed by a steel head, and the third box to have two steel heads. Keep four spare steel heads and two spare carbide heads pinned on the back of the back of the truck. At the end of the shift, make sure boxes are returned to standard configuration and the proper number of spare heads are loaded.

At the end of your shift, take all dead heads to the rebuilding bench in Building A.

**PK Contracting, Inc.  
248-362-2130**

**Safety Officer: Kurt Shea  
269-207-2055**