

BIDDERS COMPANY NAME

Request for Proposal #6343

2006-07 CDBG Pittsfield Township Sidewalk Improvements

Prepared By:

Washtenaw County Purchasing
Administration Building

220 N. Main B-35
Ann Arbor, MI 48107

Anne Strieter
Senior Buyer
(734) 222-6760





WASHTENAW COUNTY

Finance Department

Purchasing Division

P.O. Box 8645, 220 N. Main, Ann Arbor, MI 48107

Phone (734) 222-6760, Fax (734) 222-6764

REQUEST FOR PROPOSAL #6343

September 28, 2007

Washtenaw County Purchasing Division on behalf of the Office of Community Development is requesting proposals for construction services for the identified sidewalk improvement projects in Pittsfield Township. These projects will be funded through the 2006-07 and 2007-08 Community Development Block Grant (CDBG) Program, which is a federal grant that Washtenaw County administers for the Washtenaw Urban County.

Sealed Proposals: Vendor will deliver one (1) original and three (3) copies to the following address:

**Washtenaw County
Administration Building
Purchasing Division
220 N. Main St. Room B-35
Ann Arbor, MI. 48107**

By 3:00 pm on Friday, October 19th, 2007

This submission shall include the entire Request for Proposal document and any amendments if issued.

Proposals received after the above-cited time will be considered a late bid and are not acceptable unless waived by the Purchasing Manager.

A **mandatory pre-bidder's meeting and site visit** are scheduled for **9:00 a.m. on Tuesday, October 9th, 2007 from 10am-11:30am**. The meeting will start in the Large Conference Room at the Pittsfield Charter Township offices, 6201 Michigan Avenue, Ann Arbor, MI 48108. Please contact Pittsfield Township at (734) 822-3101 for directions to this location. After a brief review of the project manual and RFP requirements, we will go to each of the project sites, beginning with the Coachville site on Carpenter Road.

- The envelope must be clearly marked "SEALED RFP #6343".
- Please direct purchasing and procedural questions regarding this RFP to **Anne Strieter at (734) 222-6760** or strietera@ewashtenaw.org
- Please direct specific technical questions regarding this RFP to Tim Wagner at (586) 532-9388 or Annette Rook at **(734) 622-9015** or rooka@ewashtenaw.org.

Thank you for your interest.

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I. GENERAL INFORMATION FOR THIS RFP

Definitions:

“County” is Washtenaw County in Michigan.

“Bidder” is an individual or business submitting a bid to Washtenaw County.

“Contractor” One who contracts to perform work or furnish materials in accordance with a contract.

A. Purpose of the Request for Proposals

The Community Development Block Grant (CDBG) grant was awarded to Washtenaw County on behalf of the Washtenaw Urban County. The 2003-2008 CDBG Urban County Consolidated Strategy and Plan¹ provides an analysis of the need for non-housing community development projects within the boundaries of the following jurisdictions: Ypsilanti Township, City of Ypsilanti, Pittsfield Township, Superior Township, Northfield Township, Salem Township, Scio Township, York Township, Bridgewater Township, and Ann Arbor Township. In this plan, the Washtenaw Urban County jurisdictions (listed above) have expressed a plan to make improvements to qualified neighborhood facilities that address the safety and security needs of residents.

Washtenaw County is working in partnership with the Pittsfield Township to solicit proposals for construction services related to the completion of three sidewalk improvement projects, as detailed below. **All proposals submitted for this RFP must address all three sidewalk projects.**

B. Project Descriptions

Proposed Sidewalk Locations

- 1) Coachville Sidewalk Segment: Located in front of Coachville Manufactured Housing, 3423 Carpenter Road, Ypsilanti, MI 48197.
- 2) Glencoe Hills Sidewalk Segment: Located in front of Glencoe Hills Apartments on Washtenaw Avenue at 2201 Glencoe Hills Drive, Ann Arbor, MI 48108.
- 3) McKinley at Evergreen Sidewalk Segment: Located in front of McKinley at Evergreen Apartments on Packard Road at 3089 Woodland Hills Drive, Ann Arbor, MI 48108.

Township Contact(s)

- 1) Paul J. Montagno, Associate Planner- (734) 822-3132/ montagnop@pittsfieldtwp.org
- 2) Kurt Weiland, Building Official- (734) 822-3127 ext. 3017
- 3) Michael Luptowski, Utilities Director- (734) 822-2109 ext. 1000

Property Owner Contacts

- 1) Coachville: Kirk Gordon, Manager, Franklin Communities- (734) 971-1370/ Coachville@franklincommunities.com
- 2) Glencoe Hills: George Mann, Facilities Director Eastern Region, (734) 904-2373/ gmann@mckinley.com
- 3) McKinley at Evergreen: George Mann, Facilities Director Eastern Region, (734) 904-2373/ gmann@mckinley.com

¹ A copy of this plan can be ordered through the Office of Community Development from Annette Rook at 622-9015.

Proposed Scope of Construction Work

- 1) This bid entails the construction of sidewalk segments to connect the existing sidewalks on Washtenaw, Carpenter, and Packard in front of the properties indicated. See instructions for obtaining the project manual, drawings, & specifications in Attachment E.
- 2) Special Consideration- all construction work must be completed according to the ***Uniform Federal Accessibility Standards***, and all other applicable local, state, & federal regulations pertaining to construction activities.
- 3) Contractor will obtain all necessary permits from Washtenaw Road Commission & Pittsfield Township for construction of sidewalks and include this cost in proposal. ***An application for the permit has already been submitted for review by Sauriol Bohde Wagner & Associates (County Engineering contractor), and all Road Commission requirements are included in the project manual.***

C. Proposal Reservations:

- 1) Washtenaw County reserves the right to reject any and all proposals received as a result of this RFP. If a proposal is selected, it will be the most advantageous regarding price, quality of service, the Vendor's qualifications and capabilities to provide the specified service, and other factors, which Washtenaw County may consider. The County does not intend to award a bid fully on the basis of any response made to a proposal.
- 2) The county reserves the right to reject any and all bids, to waive or not waive informalities or irregularities in bids or bidding procedures, and to accept or further negotiate cost, terms, or conditions of any bid determined by the County to be in the best interest of the County even though it is not the lowest bid.
- 3) An official authorized to bind the provider to its provisions for at least a period of 90 days must sign proposals. Failure of the successful bidder to accept the obligation of the bid may result in the cancellation of any award.
- 4) In the event it becomes necessary to revise any part of the RFP, an addendum will be provided. Deadlines for submission of the RFPs may be adjusted to allow for revisions.
- 5) Proposals should be prepared simply and economically providing a straightforward, concise description of the vendor's ability to meet the requirements of the RFP. Proposals shall be written in ink or typewritten. No erasures are permitted. Mistakes may be crossed out and corrected and must be initialed in ink by the person **signing** the proposal.
- 6) Developers and contractors are not eligible if they are presently debarred, suspended, proposed for debarment, declared ineligible, voluntarily excluded from participation in federal programs or have had a professional license suspended or revoked which is required to provide services for a project under this RFP.
- 7) Complete applications must be received by the Purchasing Department by **3:00 pm on Friday, October 19th, 2007**. Late or incomplete proposals will not be accepted! Proposals received after the deadline will not be reviewed or considered for funding.
- 8) Acceptance of a proposal does not constitute a grant agreement and does not obligate the County to award funds.
- 9) All costs of proposal preparation are the responsibility of the applicant. Washtenaw County shall not, in any event, be liable for pre-contractual expenses incurred by the bidder in the preparation and/or submission of the proposal. The applicant shall not include any such expense as part of the budget in the proposal.

- 10) Submission of a proposal shall constitute acknowledgement and acceptance of all terms and conditions contained in this RFP.
- 11) Additional information may be required by the County for determination of the applicant's qualification to successfully complete the project.

D. Compliance with Federal Regulations

The Office of Community Development has the responsibility to ensure adherence to all applicable federal regulations. Prospective applicants should review federal rules and regulations governing CDBG funding for additional terms, conditions, restrictions and/or requirements that may apply². The Office of Community Development will provide assistance as needed through technical support and continued monitoring.

E. APPLICATION PROCESS - TIMELINE:

RFP available to the public	September 28th, 2007 @ noon
Pre-Bidders Conference/ Site Visit	October 9th, 2007 @ 10:00am
Deadline for submission of proposals	October 19 th , 2007 @ 1:00pm
Award/ Denial letters sent	October 26th, 2007
Pre-construction Conference	November 5th, 2007
Contract begins	November 6th, 2007
Construction work completed	December 31, 2007
Final Landscaping/Site Work Completed	May 31, 2008

II. PROPOSAL PREPARATION INSTRUCTIONS

The completed proposal shall include all of the documents and attachments as listed in the proposal checklist (Attachment B of RFP). Bid packages that are missing any of the components listed in the checklist will be disqualified.

III. STANDARD PROVISIONS FOR COUNTY CONSTRUCTION CONTRACTS

If a contract is awarded, the selected vendor will be required to adhere to a set of general contract provisions, which will become a part of any formal agreement. These provisions are general principles, which apply to all contractors of service to Washtenaw County such as the following:

ARTICLE III - REPORTING OF CONTRACTOR

Section 1 - The Contractor is to report to the Director Of the Office of Community Development and will cooperate and confer with him/her as necessary to insure satisfactory work progress.

² Funding for selected projects will be made possible by the federal Housing and Community Development (HCD) Act of 1974, and the Community Development Block Grant Program Rule, 24 CFR 570, as amended. Copies of the federal regulation governing the program are available upon request or a program description can be downloaded at:

http://www.access.gpo.gov/nara/cfr/waisidx_04/24cfr570_04.html

Section 2 - All reports, estimates, memoranda and documents submitted by the Contractor must be dated and bear the Contractor's name.

Section 3 - All reports made in connection with these services are subject to review and final approval by the County Administrator.

Section 4 - The County may review and inspect the Contractor's activities during the term of this contract.

Section 5 - When applicable, the Contractor will submit a final, written report to the County Administrator.

Section 6 - After reasonable notice to the Contractor, the County may review any of the Contractor's internal records, reports, or insurance policies.

ARTICLE IV - TERM

This contract begins on **November 6th, 2007** and ends on **June 30th, 2008**.

ARTICLE V - PERSONNEL

Section 1 - The contractor will provide the required services and will not subcontract or assign the services without the County's written approval.

Section 2 - The Contractor will not hire any County employee for any of the required services without the County's written approval.

Section 3 - The parties agree that the Contractor is neither an employee nor an agent of the County for any purpose.

Section 4 - The parties agree that all work done under this contract shall be completed in the United States and that none of the work will be partially or fully completed by either an offshore subcontractor or offshore business interest either owned or affiliated with the contractor. For purposes of this contract, the term, "offshore" refers to any area outside the contiguous United States, Alaska or Hawaii.

ARTICLE VI - INDEMNIFICATION AGREEMENT

The contractor will protect, defend and indemnify Washtenaw County, its officers, agents, servants, volunteers and employees from any and all liabilities, claims, liens, fines, demands and costs, including legal fees, of whatsoever kind and nature which may result in injury or death to any persons, including the Contractor's own employees, and for loss or damage to any property, including property owned or in the care, custody or control of Washtenaw County in connection with or in any way incident to or arising out of the occupancy, use, service, operations, performance or non-performance of work in connection with this contract resulting in whole or in part from negligent acts or omissions of contractor, any sub-contractor, or any employee, agent or representative of the contractor or any sub-contractor.

ARTICLE VII - INSURANCE REQUIREMENTS

The Contractor will maintain at its own expense during the term of this Contract, the following insurance:

1. Workers' Compensation Insurance with Michigan statutory limits and Employers Liability Insurance with a minimum limit of \$100,000 each accident for any employee.
2. Comprehensive/Commercial General Liability Insurance with a combined single limit of \$1,000,000 each occurrence for bodily injury and property damage. The County shall be added as "additional insured" on general liability policy with respect to the services provided under this contract.
3. Automobile Liability Insurance covering all owned, hired and nonowned vehicles with Personal Protection Insurance and Property Protection Insurance to comply with the provisions of the Michigan No Fault Insurance Law, including residual liability insurance with a minimum combined single limit of \$1,000,000 each accident for bodily injury and property damage.

Insurance companies, named insureds and policy forms shall be subject to the approval of the Washtenaw County Administrator. Such approval shall not be unreasonably withheld. Insurance policies shall not contain endorsements or policy conditions which reduce coverage provided to Washtenaw County. Contractor shall be responsible to Washtenaw County or insurance companies insuring Washtenaw County

for all costs resulting from both financially unsound insurance companies selected by Contractor and their inadequate insurance coverage. Contractor shall furnish the Washtenaw County Administrator with satisfactory certificates of insurance or a certified copy of the policy, if requested by the County Administrator.

No payments will be made to the Contractor until the current certificates of insurance have been received and approved by the Administrator. If the insurance as evidenced by the certificates furnished by the Contractor expires or is canceled during the term of the contract, services and related payments will be suspended. Contractor shall furnish the County Administrator's Office with certification of insurance evidencing such coverage and endorsements at least ten (10) working days prior to commencement of services under this contract. Certificates shall be addressed to the County Administrator, P. O. Box 8645, Ann Arbor, MI, 48107, and shall provide for 30 day written notice to the Certificate holder of cancellation of coverage.

ARTICLE VIII - COMPLIANCE WITH LAWS AND REGULATIONS

The Contractor will comply with all federal, state and local regulations, including but not limited to all applicable OSHA/MIOSHA requirements and the Americans with Disabilities Act.

ARTICLE IX - INTEREST OF CONTRACTOR AND COUNTY

The Contractor promises that it has no interest which would conflict with the performance of services required by this contract. The Contractor also promises that, in the performance of this contract, no officer, agent, employee of the County of Washtenaw, or member of its governing bodies, may participate in any decision relating to this contract which affects his/her personal interest or the interest of any corporation, partnership or association in which he/she is directly or indirectly interested or has any personal or pecuniary interest. However, this paragraph does not apply if there has been compliance with the provisions of Section 3 of Act No. 317 of the Public Acts of 1968 and/or Section 30 of Act No. 156 of Public Acts of 1851, as amended by Act No. 51 of the Public Acts of 1978, whichever is applicable.

ARTICLE X - CONTINGENT FEES

The Contractor promises that it has not employed or retained any company or person, other than bona fide employees working solely for the Contractor, to solicit or secure this contract, and that it has not paid or agreed to pay any company or person, other than bona fide employees working solely for the Contractor, any fee, commission, percentage, brokerage fee, gifts or any other consideration contingent upon or resulting from the award or making of this contract. For breach of this promise, the County may cancel this contract without liability or, at its discretion, deduct the full amount of the fee, commission, percentage, brokerage fee, gift or contingent fee from the compensation due the Contractor.

ARTICLE XI - EQUAL EMPLOYMENT OPPORTUNITY

The Contractor will not discriminate against any employee or applicant for employment because of race, creed, color, sex, sexual orientation, national origin, physical handicap, age, height, weight, marital status, veteran status, religion and political belief (except as it relates to a bona fide occupational qualification reasonably necessary to the normal operation of the business).

The Contractor will take affirmative action to eliminate discrimination based on sex, race, or a handicap in the hiring of applicant and the treatment of employees. Affirmative action will include, but not be limited to: Employment; upgrading, demotion or transfer; recruitment advertisement; layoff or termination; rates of pay or other forms of compensation; selection for training, including apprenticeship.

The Contractor agrees to post notices containing this policy against discrimination in conspicuous places available to applicants for employment and employees. All solicitations or advertisements for employees, placed by or on the behalf of the Contractor, will state that all qualified applicants will receive consideration for employment without regard to race, creed, color, sex, sexual orientation, national origin, physical handicap, age, height, weight, marital status, veteran status, religion and political belief.

ARTICLE XII - PREVAILING WAGE RATES AND CUB AGREEMENT

The Contractor agrees that all craftsmen, mechanics and laborers it employs to work on this project shall, at a minimum, receive the prevailing wages and fringe benefits of the Building Trade Department for corresponding classes of craftsmen, mechanics and laborers for the Washtenaw County area, as determined and published by the Davis-Bacon Division of the United States Department of Labor. Contractor agrees that all subcontracts entered into by the Contractor shall contain a similar provision covering any sub-contractor's employees who perform work on this project. Contractor further agrees to sign a project labor agreement as provided by the Construction Unity Board ("CUB Agreement"). A copy of the CUB Agreement is attached as an appendix to this Contract (see attachment D- p. 16).

ARTICLE XIII - EQUAL ACCESS

The Contractor shall provide the services set forth in Article I without discrimination on the basis of race, color, religion, national origin, sex, sexual orientation, marital status, physical handicap, or age.

ARTICLE XIV - OWNERSHIP OF DOCUMENTS AND PUBLICATION

All documents developed as a result of this contract will be freely available to the public. None may be copyrighted by the Contractor. During the performance of the services, the Contractor will be responsible for any loss of or damage to the documents while they are in its possession and must restore the loss or damage at its expense. Any use of the information and results of this contract by the Contractor must reference the project sponsorship by the County. Any publication of the information or results must be co-authored by the County.

ARTICLE XV - ASSIGNS AND SUCCESSORS

This contract is binding on the County and the Contractor, their successors and assigns. Neither the County nor the Contractor will assign or transfer its interest in this contract without the written consent of the other.

ARTICLE XVI - TERMINATION OF CONTRACT

Section 1 - Termination without cause. Either party may terminate the contract by giving thirty (30) days written notice to the other party.

ARTICLE XVII - PAYROLL TAXES

The Contractor is responsible for all applicable state and federal social security benefits and unemployment taxes and agrees to indemnify and protect the County against such liability.

ARTICLE XVIII - PRACTICE AND ETHICS

The parties will conform to the code of ethics of their respective national professional associations.

ARTICLE XIX- CHANGES IN SCOPE OR SCHEDULE OF SERVICES

Changes mutually agreed upon by the County and the Contractor, will be incorporated into this contract by written amendments signed by both parties.

ARTICLE XX - CHOICE OF LAW AND FORUM

This contract is to be interpreted by the laws of Michigan. The parties agree that the proper forum for litigation arising out of this contract is in Washtenaw County, Michigan.

ARTICLE XXI - EXTENT OF CONTRACT

This contract represents the entire agreement between the parties and supersedes all prior representations, negotiations or agreements whether written or oral.

IV. TERMS AND CONDITIONS

A. Award

Washtenaw County reserves the right to reject any and all proposals received as a result of this RFP. If a proposal is selected, it will be the most advantageous regarding price, quality of service, the Contractor's qualifications and capabilities to provide the specified service, and other factors, which the County may consider. The County does not intend to award a contract fully on the basis of any response made to the proposal; the County reserves the right to consider proposals for modifications at any time before a contract would be awarded, and negotiations would be undertaken with that contractor whose proposal is deemed to best meet the County's specifications and needs.

B. Ranking of Proposals

Proposals that do not include all three projects will be disqualified. Washtenaw County will select the lowest responsive and responsible bid. Except where Washtenaw County reserves the right to reject any and all bids, the Contract will be awarded to the lowest responsible and responsive accumulated bid proposal, as provided by either the individual separate proposal or the all inclusive if lower than the individual separate proposals complying with the requirements of the project manual and contract.

Bids on lump sum contracts will be compared on the basis of the written lump sum price bid, adjusted for alternate prices bid if any are called for in the proposal. Washtenaw County will not consider any errors in the bid and all bidders will be responsible for the total base as type out in the bid.

C. Term of Contract

The contract(s) will last until **June 30th, 2008**.

D. Cost of RFP

The County will not be liable for any costs associated with the preparation, transmittal, or presentation of any materials submitted in response to this RFP.

E. Bid Term

Bid is open until October 19th, 2007 until 3:00 p.m.

F. Inspection of Facilities

The Manager of the Purchasing Division reserves the right before making an award to have the premise of the bidder inspected, or to take any other action necessary to determine the fitness, reliability, and ability to perform. The inspection could check the physical location, facilities, equipment, spare parts, and/or for ability to comply with conditions of the bid.

G. Bid Response

Vendor must affirm that the costs stated in this RFP will be valid for the year period after the proposal is submitted.

H. Invoices

Invoices submitted must be itemized to include monthly costs for given time period, and include the county's purchase order number. Any additional changes need to be detailed on the invoice.

I. Insurance

The contractor shall not commence work under this contract until he has obtained the insurance required within this contract. All insurance papers should be provided at time of award of bid.

V. ATTACHMENTS

The following documents are attached to this RFP:

Attachment A: Proposal Cover Sheet & Signature Page

Attachment B: Proposal Checklist

Attachment C: Contractor Information Form

Attachment D: Construction Unity Board (CUB) Agreement

Attachment E: Instructions for Obtaining Project Manual & Drawings

Attachment F: Davis-Bacon Wage Determination

ATTACHMENT A: PROPOSAL COVER SHEET & SIGNATURE PAGE

Signature _____	Company Name _____
Print Name _____	Company Address _____
Title _____	City _____ St. _____ Zip _____
Telephone # _____	Fax # _____
Federal Tax ID # _____	<p align="right"><u>CHECK ONE</u></p> Partnership _____ Non Profit Corp. _____ Profit Corp. _____ Other _____

The above individual is authorized to sign on behalf of company submitting proposal. Proposals must be signed by an official authorized to bind the provider to its provisions for at least a period of 90 days.

=====

OFFICE OF COMMUNITY DEVELOPMENT STAFF USE ONLY:

DATE/TIME RECEIVED _____ Staff Initials _____
 MINIMUM SUBMISSION REQUIREMENTS MET? YES _____ NO _____

ATTACHMENT B: PROPOSAL CHECKLIST

PROPOSAL (SUBMIT 1 ORIGINAL AND THREE (3) COPIES OF EACH)

Note: It is not necessary to include the entire project manual with your bid documents, but rather one original and three copies of those items listed below.

- _____ **COMPLETE PROPOSAL COVER SHEET:** Use Attachment A of RFP and enclose with authorized signature.

- _____ **PROPOSAL CHECKLIST:** Complete & sign Attachment B of RFP and *include all documents listed in checklist with proposal.*

- _____ **CONTRACTOR INFORMATION FORM:** Complete Attachment C of RFP.

- _____ **CUB AGREEMENTS:** Read & initial Attachment D of RFP that you understand that all non-union construction contractors & subcontractors are required to sign Construction Unity Board (CUB) Agreements for this project.

- _____ **BID/COST PROPOSAL:** Please complete the Bid Proposal Form included in the Project Manual for the construction work, as described in Section 2(B) & Project manual/specifications. The instructions for obtaining the project manual and drawings for this RFP are included in Attachment E.

- _____ **NON-COLLUSIVE AFFIDAVIT:** Available in project manual. Please complete & submit.

- _____ **BID BOND/ ACKNOWLEDGEMENT OF BONDING REQUIREMENTS:** —All bids shall be accompanied by a “Treasury Listed” bid bond or a certified check in the amount of 5% of the aggregate total bid, made payable to Washtenaw County and enclosed in the same envelop with the bid. The successful bidder’s security will be retaining until he/she has signed the contract and furnished the required Certificates of insurance & bonds, which are listed below:
 - 1) Performance Bond: All accepted bidders shall be required to furnish at their expense prior to the execution of the contract, “Treasury Listed” bonds in the amount of 100% of the total contract price for the faithful performance of the labor and material obligations arising.
 - 2) Payment Bond: All accepted bidders shall be required to furnish at their expense prior to the execution of the contract, “Treasury Listed” bonds in the amount of 100% of the total contract price to assure payment as required by law of all persons supplying labor and material in the execution of the work provided for in the contract.

I certify that the documents indicated on this checklist are included in this proposal and that I attended the mandatory pre-bidder’s conference/ site visit.

Name	Title
------	-------

Have you ever filed for bankruptcy? _____

The undersigned contractor certifies that all information given herein is correct and that the information may be verified from any source and further agrees:

That the undersigned contractor agrees to maintain current status of all licenses and bonds as required by the County.

That the contractor will perform the work in accordance with the description of work, general specifications and all applicable City, State, and/or County codes and zoning regulations and be subject to a final inspection by the corresponding jurisdictions.

That if the work performed by the contractor is found to be unsatisfactory or if the contract relations between the contractor, homeowner, or other parties are found to be unsatisfactory, the County may remove his/her name from the list of selected contractors without notice.

That any required insurance and workman's compensation will be provided by the contractor on request.

That she/he will abide by all applicable equal employment opportunity regulations.

Date: _____

By: _____

Title: _____

ATTACHMENT D: CUB AGREEMENT

MEMORANDUM OF UNDERSTANDING

1. WORK DISPUTES

In return for the promise made in paragraph (3) below, the parties agree that there will be no strike, work stoppage or lock-out for the duration of this Memorandum. Any jurisdictional dispute shall be resolved through normal procedures.

There will be a job conference with all contractors and sub-contractors prior to starting work.

2. COFFEE BREAKS

There shall be no organized coffee breaks.

3. PAYMENT OF FRINGES

Any Union having a claim against a contractor or subcontractor for unpaid wages and/or fringe benefits for work performed on the project shall give written notice of such claim to such contractor or subcontractor (with a copy of the notice to the Construction Manager or General Contractor) within three (3) business days after such claim has become known. Upon receipt of such written notice, the Construction Manager or General Contractor involved shall withhold an amount equal to the claim from the next disbursement payable to the contractor, pending resolution of the dispute satisfactory to the Construction Manager or General Contractor. In the event of any such dispute, the Union agrees to use its best efforts to pursue any legal remedies available, including litigation by Fund Trustees. It is understood that the intent to this section is to accomplish prompt and effective resolution of any disputes between the Union and any contractor or subcontractor over payment of wages and fringes.

4. UNION WORK

The parties understand and agree that each contractor and subcontractor at all tiers of this project shall, prior to beginning work on the project, become signatory parties to the respective current collective bargaining agreements of the appropriate Local Unions of the Washtenaw County Skilled Building Trades Council.

(Contractor, Owner or Construction Manager)

(Representative of Washtenaw County Skilled Building Trades Council)

(Project Description)

(Date)

THIS MEMORANDUM APPLIES ONLY TO THE PROJECT AND/OR CONSTRUCTION ABOVE DESCRIBED.

- WHITE – Union Copy
- GREEN – Contractor or Construction Manager Copy
- CANARY – Owner Copy
- PINK – CUB Copy
- GOLD – Project Copy

Printed On Site

**ATTACHMENT E: Instructions for Obtaining Project Manual # 06712
for 2006-07 Pittsfield CDBG Sidewalk Improvement RFP 6343**

The 2006-07 Pittsfield Township CDBG Sidewalk Improvement Project Manual & Drawings may be reviewed and/or ordered from Dunn Blue Reprographics through their PlanWell internet plan review system, which is available at the following website: <http://www.dunnblue.com>

On this website, the bidder will find a posting for this project (Washtenaw County RFP# 6343), the project manual/specifications, and a set of non-reproducible drawings. If the bidder elects to submit a proposal for this RFP, the bidder may order a set of the project manual & drawings from Dunn Blue Reprographics for \$50 or \$75, depending upon whether or not the bidder has an account with Dunn Blue. ***For more information about how to use the PlanWell system, please contact Dunn Blue at their nearest office:***

DUNN BLUE REPROGRAPHICS LOCATIONS	
OPEN MONDAY - FRIDAY 8:30 AM - 5:00 PM	
Ann Arbor 2813 Boardwalk Street Ann Arbor, MI 48104 Ph: 734.663.2471 Fx: 734.663.8906	Detroit (Downtown) 500 Griswold Street Detroit, MI 48226 Ph: 313.961.4444 Fx: 313.961.4144
Farmington Hills 37660 Hills Tech Drive Farmington Hills, MI 48331 Ph: 248.489.1999 Fx: 248.489.7112	Southfield 20390 West 8 Mile Road Southfield, MI 48075 Ph: 248.353.2950 Fx: 248.357.5944

Alternatively, the Washtenaw County Purchasing Department will hold one original copy of the project manual and drawings for review at the following address during the bidding period. In addition, the project manual/specifications and drawings will be available for review at the mandatory pre-bid conference on October 9th, 2007. However, ***please note that copies of the drawings and project manual will not be reproduced by the Purchasing Department and can only be purchased through Dunn Blue.***

Washtenaw County Purchasing
 Administration Building
 P.O. Box 8645
 220 N. Main B-35
 Ann Arbor, MI 48107

ATTACHMENT F: Davis-Bacon Wage Determination

GENERAL DECISION: MI20070060 09/21/2007 MI60

Date: September 21, 2007
 General Decision Number: **MI20070060** 09/21/2007
 Superseded General Decision Number: MI20030060
 State: Michigan
 Construction Types: Building and Heavy
 County: Washtenaw County in Michigan.

BUILDING CONSTRUCTION PROJECTS (does not include residential construction consisting of single family homes and apartments up to and including 4 stories); HEAVY CONSTRUCTION PROJECTS (does not include airport or bridge construction projects, or sewer or water line work if it is incidental to a highway construction project)

Modification Number	Publication Date
0	02/09/2007
1	02/23/2007
2	03/30/2007
3	04/13/2007
4	04/20/2007
5	04/27/2007
6	05/18/2007
7	06/01/2007
8	06/15/2007
9	06/22/2007
10	06/29/2007
11	07/13/2007
12	07/27/2007
13	08/03/2007
14	08/10/2007
15	09/21/2007

ASBE0047-003 07/01/2006

TOWNSHIPS OF BRIDGEWATER, DEXTER, FREEDOM, LIMA, LYNDON, MANCHESTER, SHARON AND SYLVAN:

	Rates	Fringes
Asbestos/Insulator Worker Includes the application of all insulating materials, protective coverings, coatings and finishings to all types of mechanical systems.....	\$ 27.17	13.48

 BOIL0169-001 01/01/2007

	Rates	Fringes
BOILERMAKER.....	\$ 29.877	20.234

 * BRMI0009-019 08/01/2007

	Rates	Fringes
BRICKLAYER.....	\$ 31.39	14.89
CEMENT MASON/CONCRETE FINISHER...	\$ 31.39	14.89
PLASTERER.....	\$ 31.39	14.89

FOOTNOTES: Sand blasting: \$0.25 per hour additional. Two point swing stage: \$0.50 per hour additional.

BRMI0032-001 06/01/2007

	Rates	Fringes
MARBLE FINISHER.....	\$ 24.49	15.08
MARBLE SETTER.....	\$ 30.68	15.08
TERRAZZO FINISHER.....	\$ 24.89	15.08
Terrazzo setter.....	\$ 30.21	15.08
TILE FINISHER.....	\$ 24.51	15.08
TILE SETTER.....	\$ 30.11	15.08

FOOTNOTES:

Work on scaffolding over 15 ft.: \$1.25 per hour additional.

Swing stage work: \$1.50 per hour additional.

Terrazzo grinding: \$0.50 per hour above the terrazzo finisher rate.

Terrazzo work grinding vertical work and stairs: \$1.50 per hour above the terrazzo finisher rate.

CARP0687-003 06/01/2007

	Rates	Fringes
CARPENTER		
DRYWALL HANGER.....	\$ 26.88	15.27
Diver.....	\$ 33.19	17.65
Piledriver.....	\$ 26.597	25.08%+8.916

FOOTNOTES:

Piledrivers:

Loftsperson or sticker: \$0.55 per hour additional.

Loftsperson or sticker on heights over 150 feet: \$0.80 per hour additional.

Welder: \$0.55 per hour additional.

CARP1045-003 06/01/2001

	Rates	Fringes
LATHER.....	\$ 24.54	36.08% + 3.81

CARP1045-007 06/01/2001

	Rates	Fringes
FLOOR LAYER: CARPET (SOFT)		
FLOOR.....	\$ 23.38	10.29

CARP1102-003 06/01/2005

	Rates	Fringes
MILLWRIGHT.....	\$ 27.05	22.69

ELEC0017-009 06/06/2005

TOWNSHIPS OF ANN ARBOR, AUGUSTA, BRIDGEWATER, DEXTER, FREEDOM, LIMA, LODI, NORTHFIELD, PITTSFIELD, SALEM, SALINE, SCIO, SUPERIOR, WEBSTER, YORK AND YPSILANTI:

Rates	Fringes
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Distribution truck driver,

5th wheel type trucks,
 bucket trucks, ladder
 trucks and all live boom
 trucks, all equipment 85
 hp. or under).....\$ 17.38 3.75+21.5%
 Line technician.....\$ 31.41 3.75+21.5%
 Operator/ground person
 (digger, tractor and
 setting rig with tracks or
 rough terrain vehicle,
 large bombardier, backhoe
 over 85 hp, hydraulic
 crane 10 ton or over).....\$ 23.62 3.75+21.5%
 Truck driver/ground person
 (trucks with winch or boom
 or dump, other than
 distribution work).....\$ 19.70 3.75+21.5%

FOOTNOTE: Operators of 5/8 yd. rated capacity backhoe or
 over, and operators of 25 ton, rated capacity, crane or
 over, and operators of heavy duty tension or pulling
 machinery on 345 KV and above, shall receive the line
 technician rate of pay.

 ELEV0085-006 01/01/2007

	Rates	Fringes
ELEVATOR MECHANIC.....	\$ 38.805	14.92

FOOTNOTE:

Vacation Pay: 8% with 5 or more years of service, 6% for 6
 months to 5 years service.

Paid Holidays: New Years Day, Memorial Day, Independence
 Day, Labor Day, Thanksgiving Day and Friday after, and
 Christmas Day.

 ENGI0324-008 10/01/2006

	Rates	Fringes
Power equipment operators - sewer relining:		
GROUP 1.....	\$ 26.27	10.66
GROUP 2.....	\$ 24.74	10.66

SEWER RELINING CLASSIFICATIONS

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

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

 ENGI0324-011 06/01/2006

	Rates	Fringes
Power equipment operators - steel erection:		
GROUP 1.....	\$ 41.02	14.90

GROUP 2.....	\$ 42.02	14.90
GROUP 3.....	\$ 39.52	14.90
GROUP 4.....	\$ 40.52	14.90
GROUP 5.....	\$ 38.02	14.90
GROUP 6.....	\$ 39.02	14.90
GROUP 7.....	\$ 37.75	14.90
GROUP 8.....	\$ 38.75	14.90
GROUP 9.....	\$ 37.30	14.90
GROUP 10.....	\$ 38.30	14.90
GROUP 11.....	\$ 36.57	14.90
GROUP 12.....	\$ 37.57	14.90
GROUP 13.....	\$ 36.21	14.90
GROUP 14.....	\$ 37.21	14.90
GROUP 15.....	\$ 35.57	14.90
GROUP 16.....	\$ 28.76	14.90
GROUP 17.....	\$ 27.35	14.90

FOOTNOTE:

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

POWER EQUIPMENT OPERATOR CLASSIFICATIONS

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

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

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

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

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

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

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

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

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

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

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

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

GROUP 13: Crane operator and job mechanic

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

GROUP 15: Hoisting operator

GROUP 16: Compressor or welder operator

GROUP 17: Oiler

ENGI0324-019 09/01/2006

	Rates	Fringes
Power equipment operators - underground construction (includes sewer):		
GROUP 1.....	\$ 28.78	14.90
GROUP 2.....	\$ 24.05	14.90
GROUP 3.....	\$ 23.32	14.90
GROUP 4.....	\$ 22.75	14.90

POWER EQUIPMENT OPERATOR CLASSIFICATIONS

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

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

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

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

ENGI0324-020 06/01/2007

	Rates	Fringes
Power equipment operators:		
GROUP 1.....	\$ 37.54	15.72
GROUP 2.....	\$ 36.04	15.72
GROUP 3.....	\$ 34.54	15.72

GROUP 4.....	\$ 34.24	15.72
GROUP 5.....	\$ 33.42	15.72
GROUP 6.....	\$ 32.56	15.72
GROUP 7.....	\$ 31.59	15.72
GROUP 8.....	\$ 29.88	15.72
GROUP 9.....	\$ 22.57	15.72
GROUP 10.....	\$ 21.54	15.72

FOOTNOTES:

Tower cranes: to be paid the crane operator rate determined by the combined length of the mast and the boom. If the worker must climb 50 ft. or more to the work station, \$.25 per hour additional.

Derrick and cranes where the operator must climb 50 ft. or more to the work station, \$.25 per hour additional to the applicable crane operator rate.

POWER EQUIPMENT OPERATOR CLASSIFICATIONS

GROUP 1: Crane with boom and jib or leads 400' or longer

GROUP 2: Crane with boom and jib or leads 300' or longer

GROUP 3: Crane with boom and jib or leads 220' or longer

GROUP 4: Crane with boom and jib or leads 140' or longer

GROUP 5: Crane with boom and jib or leads 120' or longer

GROUP 6: Regular crane operator, job mechanic, and concrete pump with boom operator

GROUP 7: Regular enginee, Hydro-Excavator, Remote Controlled Concrete Breaker

GROUP 8: Engineer when operating forklift, lull, extend-a-boom forklift

GROUP 9: Engineer when operating compressor or welding machine

GROUP 10: Fire tender or oiler

 ENGI0325-003 10/01/2006

	Rates	Fringes
Power equipment operators - hazardous waste removal:		
LEVEL A:		
Crane operator, mechanic, dragline operator, boom truck operator and concrete pump with boom operator, power shovel operators.....	\$ 32.30	14.85
Engineer when operating crane with boom and jib or leads 140' or longer....	\$ 33.98	14.85
Engineer when operating crane with boom and jib or leads 220' or longer....	\$ 34.28	14.85
GROUP 1.....	\$ 31.33	14.85
GROUP 2.....	\$ 27.10	14.85
LEVEL B AND C:		
Crane operator, mechanic,		

dragline operator, boom truck operator and concrete pump with boom operator.....	\$ 31.35	14.85
Engineer when operating crane with boom and jib or leads 140' or longer....	\$ 33.03	14.85
Engineer when operating crane with boom and jib or leads 220' or longer....	\$ 33.33	14.85
GROUP 1.....	\$ 30.38	14.85
GROUP 2.....	\$ 26.15	14.85

LEVEL D WHEN CAPPING

LANDFILL:

Crane operator, mechanic, dragline operator, boom truck operator and concrete pump with boom operator,power shovel operator.....	\$ 29.18	14.85
Engineer when operating crane with boom and jib or leads 140' or longer....	\$ 31.48	14.85
Engineer when operating crane with boom and jib or leads 220' or longer....	\$ 31.78	14.85
GROUP 1.....	\$ 28.83	14.85
GROUP 2.....	\$ 24.60	14.85

LEVEL D:

Crane operator, mechanic, dragline operator, boom truck operator and concrete pump with boom operator,power shovel operator.....	\$ 30.05	14.85
Engineer when operating crane with boom and jib or leads 220' or longer....	\$ 32.03	14.85
Engineer when OperatingCrane with Boom and Jib or Leads 140' or Longer.....	\$ 31.73	14.85
GROUP 1.....	\$ 29.08	14.85
GROUP 2.....	\$ 24.85	14.85

HAZARDOUS WASTE REMOVAL CLASSIFICATIONS

GROUP 1: Backhoe, batch plant operator, clamshell, concrete breaker when attached to hoe, concrete cleaning decontamination machine operator, concrete pump, concrete paver, crusher, dozer, elevating grader, endloader, farm tractor (90 h.p. and higher), gradall, grader, heavy equipment robotics operator, loader, pug mill, pumpcrete machines, pump trucks, roller, scraper (self-propelled or tractor drawn), side boom tractor, slip form paver, slope paver, trencher, ultra high pressure waterjet cutting tool system operator, vactors, vacuum blasting machine operator, vertical lifting hoist, vibrating compaction equipment (self-propelled), and well drilling rig

GROUP 2: Air compressor, concrete breaker when not attached to hoe, elevator, end dumps, equipment decontamination operator, farm tractor (less than 90 h.p.), forklift, generator, heater, mulcher, pigs (portable reagent storage tanks), power screens, pumps (water), stationary compressed air plant, sweeper, and welding machine

	Rates	Fringes
Power equipment operators - gas distribution and duct installation work:		
GROUP 1.....	\$ 25.88	15.72
GROUP 2.....	\$ 25.75	15.72
GROUP 3.....	\$ 24.62	15.72
GROUP 4.....	\$ 25.05	15.72

SCOPE OF WORK:

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

POWER EQUIPMENT - GAS DISTRIBUTION CLASSIFICATIONS

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

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

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

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

IRON0025-011 04/01/2006

	Rates	Fringes
Ironworker - pre-engineered metal building erector		
EAST OF US #23.....	\$ 21.00	18.83
WEST OF US #23.....	\$ 19.78	17.83

IRON0025-023 06/01/2006

	Rates	Fringes
Ironworkers:		
Machinery mover, rigger and machinery erector.....	\$ 27.20	20.62

IRON0026-013 06/01/2001

	Rates	Fringes
Ironworkers:		

Reinforcing.....	\$ 23.50	15.51
Wire mesh.....	\$ 19.87	14.24

 IRON0026-018 06/01/2001

	Rates	Fringes
Ironworkers:		
Fence erector.....	\$ 18.37	12.88
Ornamental, structural, precast erector.....	\$ 25.09	17.48

 LABO0005-017 10/01/2006

	Rates	Fringes
Laborers - hazardous waste abatement:		
Work performed inside the building and up to and including 5 ft. outside the building:		
Level A, B or C.....	\$ 26.41	10.02
Work performed in conjunction with site preparation not requiring the use of personal protective equipment; Also, Level D.....	\$ 25.41	10.02
Work performed over 5 ft. outside the building:		
Level A, B or C.....	\$ 22.67	8.42
Work performed in conjunction with site preparation not requiring the use of personal protective equipment; Also, Level D.....	\$ 21.97	8.42

 LABO0259-002 08/01/2007

	Rates	Fringes
Asbestos Laborer		
Includes removing and disposing of all insulation materials from walls, ceilings, floors, columns, and all other non- mechanical surfaces; and removal of insulating materials from mechanical systems that are to be demolished; loading/unloading of bagged and tagged materials at the disposal site (includes lead paint abatement clean-up).....	\$ 21.48	10.75

 * LABO0259-007 09/01/2007

	Rates	Fringes
Laborers - tunnel, shaft and caisson:		
GROUP 1.....	\$ 22.20	9.05

GROUP 2.....	\$ 22.29	9.05
GROUP 3.....	\$ 22.39	9.05
GROUP 4.....	\$ 22.55	9.05
GROUP 5.....	\$ 22.81	9.05
GROUP 6.....	\$ 23.12	9.05
GROUP 7.....	\$ 15.39	9.05

SCOPE OF WORK:

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

TUNNEL LABORER CLASSIFICATIONS

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

GROUP 2: Manhole, headwall, catch basin builder, bricklayer tender, mortar, material mixer, fence erector and guard rail builder

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

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

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

GROUP 6: Dynamite and powder

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

 * LABO0334-003 09/01/2007

	Rates	Fringes
Laborers - open cut:		
GROUP 1.....	\$ 21.43	9.44
GROUP 2.....	\$ 21.54	9.44
GROUP 3.....	\$ 21.66	9.44
GROUP 4.....	\$ 21.73	9.44
GROUP 5.....	\$ 21.88	9.44
GROUP 6.....	\$ 19.18	9.44
GROUP 7.....	\$ 15.82	9.44

SCOPE OF WORK:

Open cut construction work shall be construed to mean work which requires the excavation of earth including industrial, commercial and residential building site

excavation and preparation, land balancing, demolition and removal of concrete and underground appurtenances, grading, paving, sewers, utilities and improvements; retention, oxidation, flocculation and irrigation facilities, and also including but not limited to underground piping, conduits, steel sheeting for underground construction, and all work incidental thereto, and general excavation.

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

LABORER CLASSIFICATIONS

GROUP 1: Construction laborer

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

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

GROUP 4: Trench or excavating grade person

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

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

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

LABO0334-006 07/01/2007

	Rates	Fringes
Landscape Laborer		
GROUP 1.....	\$ 18.86	5.30
GROUP 2.....	\$ 14.64	5.30

LANDSCAPE LABORER CLASSIFICATIONS

GROUP 1: Landscape specialist, including air, gas and diesel equipment operator and lawn sprinkler installer

GROUP 2: Landscape laborer: small power tool operator,

material mover, truck driver and lawn sprinkler installer
tender

LABO0499-001 07/01/2007

Livingston County: Only South of M-59 and east of Pinckney Road
and Dexter-Pinckney Road south of Howell to and including
Pinckney

	Rates	Fringes
Plasterer tender(including Plastering Machine Operator).....	\$ 26.17	12.43

LABO0959-003 08/01/2007

	Rates	Fringes
Laborers:		
GROUP 1.....	\$ 25.86	10.55
GROUP 2.....	\$ 26.06	10.55
GROUP 3.....	\$ 26.36	10.55
GROUP 4.....	\$ 26.18	10.55
GROUP 5.....	\$ 25.07	10.55
GROUP 6.....	\$ 22.86	10.55

FOOTNOTE:

Work on 2 point swing stage, scaffold supported from above:
\$.20 per hour additional.

LABORER CLASSIFICATIONS

GROUP 1: Construction laborers except for classifications
falling within specified groups, and drywall handlers,
Jobsite clean up , Demolition laborer

GROUP 2: Mortar mixer; material mixer (whether done by hand
or machine); air, gas, electric tool operator; power buggy
operator; scaffold builder or dismantler; windlass
operator; tar and kettle operator; stone setter, tender

GROUP 3: All jack hammering and chipping on concrete

GROUP 4: Crock or pipe laborer, caisson worker

GROUP 5: Rod person, watchman

GROUP 6:"Final Cleaning" Washing or cleaning of walls,
partitions, ceiling, windows, bathrooms, kitchen,
laboratory and all fixtures and facilities therein;
clean-up, mopping, washing, waxing, and polishing or
dusting of all floors or areas, final clean up

PAIN0022-006 06/01/2007

	Rates	Fringes
DRYWALL FINISHER/TAPER.....	\$ 25.15	14.25
PAINTER.....	\$ 24.46	14.25

FOOTNOTES:

Drywall finisher:
Work spraying texture: \$0.50 per hour additional.

Painter:
For all spray work and journeyman rigging for spray
work, also blowing off, \$0.80 per hour additional (applies

only to workers doing rigging for spray work on off the floor work. Does not include setting up or moving rigging on floor surfaces, nor does it apply to workers engaged in covering up or tending spray equipment.

For all sandblasting and spray work performed on highway bridges, overpasses, tanks or steel, \$0.80 per hour additional.

For all brushing, cleaning and other preparatory work (other than spraying or steeplejack work) at scaffold heights of fifty (50) feet from the ground or higher, \$0.50 per hour additional.

For all preparatorial work and painting performed on open steel under forty (40) feet when no scaffolding is involved, \$0.50 per hour additional.

For all swing stage work - window jacks and window belts - exterior and interior, \$0.50 per hour additional.

For all spray work and sandblaster work to a scaffold height of forty (40) feet above the floor level, \$0.80 per hour additional.

For all preparatorial work and painting on all highway bridges or overpasses up to forty (40) feet in height, \$0.50 per hour additional.

For all steeplejack work performed where the elevation is forty (40) feet or more, \$1.25 per hour additional.

 PAIN0357-005 06/01/2006

	Rates	Fringes
GLAZIER.....	\$ 27.70	13.82

PAID HOLIDAYS: New Year's Day, Decoration Day, Fourth of July, Labor Day, Thanksgiving Day and Christmas Day; provided that the employee has worked the last full regular scheduled work day prior to the holiday, and the first full regular scheduled work day following the holiday, provided the employee is physically able to work.

 PLUM0190-004 06/01/2007

	Rates	Fringes
Plumbers and Pipefitters.....	\$ 35.52	15.65

 PLUM0190-006 05/01/2007

	Rates	Fringes
Gas Distribution Pipeline		
Welding in conjunction		
with gas distribution		
pipeline work.....	\$ 27.13	14.41
All other work.....	\$ 19.78	9.10

 ROOF0070-007 06/01/2006

	Rates	Fringes
ROOFER, Including Built Up, Composition and Single Ply.....	\$ 27.83	11.10

FOOTNOTE: Work on jobs being monitored for asbestos or while required to wear asbestos-related clothing or equipment: \$0.50 per hour additional.

 SFMI0704-001 08/01/2007

	Rates	Fringes
SPRINKLER FITTER (Fire Sprinklers).....	\$ 39.18	16.74

SHEE0080-004 06/01/2006

	Rates	Fringes
Sheet metal worker.....	\$ 32.28	19.51

TEAM0247-001 06/01/2004

	Rates	Fringes
Truck drivers:		
GROUP 1.....	\$ 26.22	a
GROUP 2.....	\$ 26.38	a
GROUP 3.....	\$ 26.48	a

PAID HOLIDAYS: New Year's Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day and Christmas Day. If any of the above holidays fall on a Sunday, the following Monday shall be considered the holiday and, if work is performed, the rate shall be double time.

FOOTNOTE:

- a. \$172.80 per week, plus \$34.00 per day, plus the following vacation pay:
- Drivers who have been in the employ of their company for 3 years or less: \$0.60 per hour.
- Drivers who have been in the employ of their company for 4 through 10 years: \$1.00 per hour.
- Drivers who have been in the employ of their company for 11 through 15 years: \$1.45 per hour.
- Drivers who have been in the employ of their company for 16 years and longer: \$1.85 per hour.

TRUCK DRIVER CLASSIFICATIONS

GROUP 1: Truck driver on all trucks except semi trucks or tractor trailers, pole trailers, lowboys, straddle carriers, double bottom and special load permit vehicles

GROUP 2: Truck driver on semi trucks or tractor trailers except pole trailer driver, lowboy driver, straddle carriers, double bottom and special load permit vehicles

GROUP 3: Pole trailer driver, lowboy driver, straddle carriers, double bottom driver and special permit driver, fuel truck driver, bus driver and water truck driver

TEAM0247-011 04/01/2004

	Rates	Fringes
Truck drivers - underground construction:		
GROUP 1.....	\$ 20.92	a
GROUP 2.....	\$ 21.06	a
GROUP 3.....	\$ 21.25	a

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

SCOPE OF WORK: Excavation, site preparation, land balancing, grading, sewers, utilities and improvements; also

including, but not limited to, tunnels, underground piping, retention, oxidation, flocculation facilities, conduits, general excavation and steel sheeting for underground construction. Underground construction work shall not include any structural modifications, alterations, additions and repairs to buildings or highway work, including roads, streets, bridge construction and parking lots or steel erection.

FOOTNOTE:

a. 172.80 per week+34.00 per day.

TRUCK DRIVER CLASSIFICATIONS

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

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

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

WELDERS - Receive rate prescribed for craft performing operation to which welding is incidental.
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Unlisted classifications needed for work not included within the scope of the classifications listed may be added after award only as provided in the labor standards contract clauses (29CFR 5.5 (a) (1) (ii)).

In the listing above, the "SU" designation means that rates listed under the identifier do not reflect collectively bargained wage and fringe benefit rates. Other designations indicate unions whose rates have been determined to be prevailing.

WAGE DETERMINATION APPEALS PROCESS

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

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

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

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

Branch of Construction Wage Determinations

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

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

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

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

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

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

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

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END OF GENERAL DECISION