NOTICE

Thank you for your inquiry regarding the City of Portage project listed below:

INSULATION – SPRAY FOAM
CITY HALL

If your firm plans to bid on this project, please send an e-mail response to purchasing@portagemi.gov with the following information:

Firm Name:_____
Project Name:_____
Firm's Contact Person:_____
Telephone Number:_____
Fax Number:_____
E-Mail Address:_____
Postal Address:_____

The City of Portage Purchasing Department will use this information to communicate with you in the event an addendum or change to this project is issued. If you do not send this information to the City of Portage, you will not receive any follow-up notification of any changes to the project.

Date of Issue: June 10, 2011

NOTICE TO BIDDERS

The City of Portage will open sealed bids on Thursday, July 7, 2011 at 3:00 p.m. prevailing local time in the City Hall Conference Room #1 at 7900 South Westnedge Avenue for:

Insulation – Spray Foam

You are invited to submit a bid for this project. Sealed bids may be mailed or delivered to the City of Portage, Purchasing Department, 7900 South Westnedge Avenue, Portage, MI 49002. Envelopes should be plainly marked:

SEALED BID: Insulation – Spray Foam

FOR OPENING: July 7, 2011

General specifications, description and conditions upon which the bid proposal is to be based are available at www.portagemi.gov/Departments/Purchasing/BidOpportunities.aspx. Bid packages will also be mailed upon request.

The City reserves the right to reject any or all bids, to waive any irregularities, and further reserves the right to accept any bid or parts of bids which it deems to best serve the interest of the City.

This is a prevailing wage contract – Davis-Bacon Act Requirements will apply.

There will be a pre-bid meeting at 11:00 a.m. on Wednesday, June 29, 2011 in Conference Room #1 at the Portage City Hall, 7900 South Westnedge Avenue, Portage, Michigan.

If you have any questions regarding purchasing procedures, please phone the Purchasing Department at (269) 329-4534. If you have any questions regarding the specifications, please contact Terry Novak, Deputy Director of Building Services at (269) 329-4467.

INDEX

SECTION PAGE

Notice to Bidders ..... Cover
Index 1
1. Instructions to Bidders 2
2. Scope of Work 9
Proposal Form 14
ARRA Buy American Certification
Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion
Lobbying Certification

Attachments

Attachment A – Prevailing Wage – Davis Bacon Act Requirements
Attachment B – Davis Bacon Act
US Department of Labor Form WH-347 – Payroll Reporting
Attachment C – Prevailing Wages – Current as of 4/1/2011
Draft Contract Agreement

1. **INSTRUCTIONS TO BIDDERS**

1.1. FORM -- Each Bid shall be made on a form prepared therefor by the Purchasing Agent and included as one of the Contract Documents, and except for bids submitted via facsimile equipment, shall be submitted in a sealed envelope bearing the title of work and the name of the bidder, and shall be signed by an individual authorized to execute the proposal on behalf of the bidder.

1.2. EXAMINATION OF BID DOCUMENTS AND VISIT TO SITE -- Before submitting a Proposal, Bidders shall carefully examine the Specifications, and other Contract Documents, shall visit the site of work, and shall fully inform themselves as to all existing conditions and limitations and shall indicate on the Proposal the sum to cover the cost of all items included on the proposal form.

1.3. DELIVERY OF PROPOSALS -- Proposals shall be delivered by the time and to the place stipulated in the Advertisement. It is the sole responsibility of the Bidder to see that his Proposal is received in proper time. Any bids received after the bid opening date and time shall be returned to the Bidder unopened.

1.4. WITHDRAWAL -- Any Bidder may withdraw his Proposal, either personally, by facsimile, or by written request, at any time prior to the scheduled closing time for receipt of Proposals.

1.5. OPENING -- Bids will be opened and publicly read aloud at the time and place set forth in the Notice to Bidders.

1.6. INTERPRETATION OF DOCUMENTS -- If any person contemplating submitting a Proposal is in doubt as to the true meaning of any part of any drawing or specification, he may submit to the Purchasing Agent a written request for an interpretation or correction thereof. The person submitting the request will be responsible for its prompt delivery. Any interpretation or correction of the documents will be made only by Addendum duly issued and a copy of the Addendum will be mailed or delivered to each person on record as receiving as set of the Contract Document. Neither the City nor the Purchasing Agent will be responsible for any other explanations or interpretations of the Contract Documents.

1.7. ADDENDA -- Any addenda issued during the time of bidding, or forming a part of the Contract Documents provided to the Bidder for the preparation of his Proposal, shall be covered in the Proposal and shall be made a part of the Contract. Receipt of each Addendum shall be acknowledged in the Proposal.

1.8. BIDDERS INTERESTED IN MORE THAN ONE PROPOSAL -- No person, firm or corporation shall be allowed to make, file or to be interested in more than one Proposal for the same work, unless alternate Proposals are called for. A person, firm, or corporation who has submitted a sub-proposal to a Bidder is not

hereby disqualified from submitting a sub-proposal or quoting prices to other Bidders.

1.9. NONDISCRIMINATION The Contractor agrees to comply with the Federal Civil Rights Act of 1964 as amended; the Federal Civil Rights Act of 1991 as amended; the Americans With Disabilities Act of 1990 as amended; the Elliott-Larsen Civil Rights Act, Article 2, Act no. 453, Public Act of 1976 as amended; the Michigan Handicapper's Civil Rights Act, Article 2, Act. No. 220; Public Act of 1976, as amended and all other applicable Federal, State and Local laws and regulations. Specifically, contractors and subcontractors are required not to discriminate against any employee or applicant for employment with respect to such person's hire, tenure, terms, conditions, or privileges of employment, or any matter directly or indirectly related to employment because of such person's height, weight, race, color, religion, national origin, ancestry, age, marital status, sex or disability, as defined by law. Breach of this covenant may be regarded as a material breach of the contract.

The City of Portage in accordance with Title VI of the Civil Rights Act of 1964, 78 Stat. 252, 42 USC 2000d to 2000d-4 and Title 49, Code of Federal Regulations, Department of Federally-assisted programs of the Department of Transportation issued pursuant to such Act, hereby notifies all bidders that it will affirmatively ensure that in any contract entered into pursuant to this advertisement, minority business enterprises will be afforded full opportunity to submit bids in response to this invitation and will not be discriminated against on the grounds of gender, disability, race, color or national origin in consideration for an award.

1.10. PROPOSAL GUARANTEE -- Each proposal shall be accompanied by a certified check or bid bond acceptable to the City in an amount equal to at least five percent (5%) of the proposal, payable without condition to the City as a guaranty that the bidder, if awarded the Contract, will promptly execute the Agreement in accordance with the proposal and the other contract documents, and will furnish good and sufficient bond for the faithful performance of the same, and for the payment to all persons supplying labor and material for the work. Bids that do not include a certified check or bid bond will be considered non-responsive and will be rejected. Company or personal checks will not be accepted as substitute for a certified check or bid bond. Bids offering personal or company checks in lieu of a certified check or bid bond will be considered non-responsive and will be rejected. The Proposal Guarantees of all Bidders, except the three lowest, will be returned promptly after the canvass of Proposals.

1.11. DURATION OF PROPOSAL -- Each proposal shall be considered binding and in effect for a period of ninety (90) days after the date of opening set forth in the advertisement.

1.12. BIDS SUBMITTED VIA FACSIMILE EQUIPMENT -- Bids may be submitted via facsimile equipment in the following manner.

1.12.1. Transmittal page must be plainly marked:

"Sealed Bid_____ for opening_____."
Bid Name Date

1.12.2. When bids are submitted via facsimile equipment, both the original document and the facsimile printout are counterpart originals.

1.12.3. Whenever a proposal guaranty/bond is required, bids submitted via facsimile equipment can comply with this provision by submitting a facsimile copy of the bond document. When a cashier's check is elected to meet the proposal guaranty/bond requirement, the cashier's check must be physically in the possession of the City by the date and time outlined on the Notice to Bidders, or such bid may be considered non-responsive.

1.12.4. **In electing to use the facsimile option, the bidder assumes full responsibility for any and all errors, omissions, or mistakes that result in a bid not being submitted in a timely manner, whether or not the mistake was the fault of the bidder.**

1.13. CITY OF PORTAGE CONTRACT CONDITIONS AND SPECIFICATIONS

All bids submitted shall be in full compliance with the Contract Conditions and Specifications of the City of Portage. The Contract Conditions and Specifications can be obtained form the Purchasing Department. The first set will be provided to the Firm at no cost and subsequent sets or copies must be purchased for $25.00.

1.14. CITY CONTRACT ADMINISTRATOR

The Deputy Director of Parks, Recreation, and Property Management, or his designated representative, shall be the City Contract Administrator. The City Contract Administrator will approve payments, oversee schedules, and generally be responsible for overseeing the execution of the contract.

1.15. BILLING AND PAYMENT

The Contractor shall present an invoice in duplicate at the delivery of the equipment. The billing shall be at the contracted price. The billing shall reference the appropriate purchase order number. The billing shall contain, if applicable, adjustments for additions, deletions, or changes in specifications. The City will strive to pay the billed amount within thirty (30) days after receipt of invoice, but the City will not pay any interest penalties for late payments.

1.16. INSURANCE REQUIREMENTS

Prior to commencement of the Work, the Contractor shall purchase and maintain during the entire term of the project such insurance as will protect the Contractor, the City, and the Engineer(s) from claims arising out of the Work described in this contract and performed by the Contractor, Subcontractor(s), or Sub-subcontractor(s). The certificate of insurance must contain the following statement: The City of Portage, its agents, elected officials, and employees, is included as an additionally insured party. The contractor's insurance policy shall be primary for the additional insured, and not excess over any policy held by the additional insured. This insurance must consist of:

1.16.1. Workers Compensation

Workers Compensation insurance, including Employer's Liability to cover employee injuries or disease compensable under the Workers Compensation statues of the states in which work is conducted under this contract.

1.16.2. Comprehensive General Liability

A Comprehensive General Liability policy to cover bodily injury to persons other than employees and for damage to tangible property, including loss of use thereof, including the following exposures.

A) All premises and operations.

B) Explosion, collapse and underground damage.

C) Protective coverage for Independent Contractors or Subcontractors employed by the Contractor.

D) Contractual Liability for the obligation assumed in the Indemnification or Hold Harmless agreement found in the contract.

E) Personal Injury Liability endorsement with no exclusions pertaining to employment.

F) Products and Completed Operations coverage. This coverage shall extend through the contract guarantee period.

1.16.3. Comprehensive Automobile Liability

A Comprehensive Automobile Liability policy to cover bodily injury and property damage arising out of the ownership, maintenance or use of any motor vehicle, including owned, non-owned, and hired vehicles. In the

light of standard policy provisions concerning (a) loading and unloading and (b) definitions pertaining to motor vehicles licensed for road use vs. unlicensed or self-propelled construction equipment, it is strongly recommended that the Comprehensive General Liability and the Comprehensive Auto Liability be written by the same insurance carrier, though not necessarily in one policy.

1.16.4. Umbrella or Excess Liability

The City, or representatives of the City, may for certain projects, require limits higher than those stated as follows. The Contractor is granted the option of arranging coverage under a single policy for the full limit required or by a combination of underlying policies with the balance provided by an Excess or Umbrella Liability policy equal to the total limit(s) requested. Umbrella or Excess policy wording shall be at least as broad as the primary or underlying policy and shall apply to both the general liability, and to the automobile liability insurance of the Contractor.

1.16.5. Limits of Liability

The required limits of liability for insurance coverage shall not be less than the following:

A.	Workers Compensation	Statutory
B.	Comprehensive General Liability Combined Single Limit (including sub-contractors)	$1,000,000
C.	Comprehensive Automobile Liability Combined Single Limit (Injury and Property Damage)	$1,000,000
D.	Umbrella or Excess Liability	$2,000,000

1.16.6. Notice of Cancellation or Intent not to Renew

Policies will be endorsed to provide that at least 30 days prior written notice shall be given to the City and to the Engineer of cancellation or of intent not to renew.

1.16.7. Evidence of Coverage

The Insurance Certificates referenced in Paragraph 1 above must be submitted within ten (10) working days of notification of award and prior to the execution of any Work under this contract.

It shall be the responsibility of the Contractor to provide similar insurance for each Subcontractor, or to provide evidence that each Subcontractor carries insurance in like amounts, prior to the time such Subcontractor proceeds to perform under the contract.

1.17. BASIS OF AWARD

Award will be made to a responsive and responsible bidder whose lowest Total Bid is determined by the City to be in the best interest of the City.

1.18. INDEMNIFICATION

To the fullest extent permitted by Laws and Regulations, the Contractor shall indemnify and hold harmless the City and its officers, directors, employees, agents and consultants from and against all claims, costs, losses and damages (including but not limited to all fees and charges of engineers, architects, attorneys and other professionals and all court or arbitration or other dispute resolution costs) caused by, arising out of or resulting from the performance of the Work or from the failure to comply with any covenant or term of the contract, provided that any such claim, cost, loss or damage: (i) is attributable to bodily injury, sickness, disease or death, or to injury to or destruction of tangible property (other than the work itself), including the loss of use resulting therefrom or (ii) is caused in whole or in part by any act or omission of the Contractor, any Subcontractor, any Supplier, any person or organization directly or indirectly employed by any of them to perform or furnish any of the Work or anyone for whose acts any of them may be liable, regardless of whether or not caused in part by any act or omission of a person or entity indemnified hereunder or whether liability is imposed upon such indemnified party by Laws and Regulations regardless of the negligence of any such person or entity.

In any and all claims against the City or any consultants, agents, officers, directors or employees of the City by any employee (or the survivor or personal representative of such employee) of the Contractor, any Subcontractor, any Supplier, any person or organization directly or indirectly employed by any of them to perform or furnish any of the Work, or anyone for whose acts any of them may be liable, the indemnification obligation above shall not be limited in any way by any limitation on the amount or type of damages, compensation or benefits payable by or for the Contractor or any such Subcontractor, Supplier or other person or organization under workers' compensation Acts, disability benefit Acts or other employee benefit Acts.

Insurance coverage required by the contractor constitutes the minimum requirements and those requirements shall in no way lessen or limit the liability of the contractor under the terms of the contract. The contractor shall procure and maintain at contractor's own cost and expense any additional claims or amounts

of insurance that, in the judgment of the City, may be necessary for contractor's proper protection in the prosecution of the work.

1.19. BID COMPLIANCE – AMERICAN RECOVERY AND REINVESTMENT ACT ENERGY EFFICIENT COMMUNITY BLOCK REQUIREMENTS

This contract is funded by ARRA EECBG funds and the contractor must comply with the following:

- Davis Bacon Act
- ARRA Buy American
- Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion
- Lobbying Certification

ARRA Certification; Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion, and the Lobbying Certification forms that are included in this bid package must be completed and returned with your bid.

1.20. PREVAILING WAGE – DAVIS BACON ACT

Prevailing wages are applicable to this contract, therefore, rates will apply as follows: Project is funded in whole or in part by federal monies and is estimated to be in excess of $2,000.00. Applicable prevailing wage rates are attached.

By the incorporation of prevailing wage rates within this specification, the City of Portage stipulates that:

- Contractor or his/her subcontractor shall pay all mechanics and laborers employed directly upon the site of the work, unconditionally and not less than once a week and without subsequent deduction or rebate on any account the full amount, accrued at the time of payment, computed at wage rates as incorporated herein regardless of any contractual relationship which may be alleged to exist between the contractor or subcontractor and such laborers and mechanics;
- The scale of wages to be paid shall be posted by the contractor in a prominent and easily accessible place at the site of the work;
- The Prime Contractor and all subcontractors shall submit weekly certified payrolls documenting the hours worked and wages paid by work classification. NOTE: Contactor shall not include Social Security

numbers of employees on certified payrolls.

- There may be withheld from the contractor's accrued payments the amount considered necessary by the City's Contract Administrator to pay to laborers and mechanics employed by the contractor or any subcontractor on the work for the difference between the rates of wages required by the contract and the rates of wages received by such laborers and mechanics except those amounts properly deducted or refunded pursuant to the terms of the Davis-Bacon Act (USC, Title 40, Sec. 276a) and interpretations thereof.

- Special Note: The City's requirements as it relates to prevailing wages includes a meeting with the Contract Administrator prior to starting work and the submission of weekly certified payrolls by prime contractors and all subcontractors. The City will monitor certified payrolls, work progress, and conduct interviews with the mechanics and labors employed directly upon the site during the duration of the contract. Please contact the Purchasing Department at 269-324-9284 if you have any questions regarding prevailing wage provision.

- The overtime pay to which a laborer or mechanic is entitled under this contract shall be that overtime pay to which he/she is entitled by any agreement made with the contractor or subcontractor or by any applicable provision of law; but in no event shall such amount be less than the prevailing wage in the Kalamazoo community for such overtime.

- See Attachment A – Prevailing Wage/Davis Bacon Act

- See Attachment B – Davis Bacon Act

- See Attachment C – Prevailing Wages – Kalamazoo County – 1/1/10

1.21. JURISDICTION AUTHORITY

This contract shall be governed by and construed according to the laws of the State of Michigan and the successful Contractor consents to the jurisdiction and venue of the courts in Kalamazoo County, Michigan and of the Untied States District Court for the State of Michigan.

1.22. SEVERABILITY

The successful Contractor will agree that the Contract is the completed and exclusive statement of the Contract between the parties. A judicial or administrative declaration on the invalidity of any one or more of the provisions

of the Contract shall not invalidate the remaining provisions of this agreement.

2. SCOPE OF WORK

2.1. PROJECT TIMELINE
Work will be performed during normal business hours (8:00 a.m. to 5:00 p.m., Monday through Friday). Work to be completed by August 26, 2011.

2.2. BUILDING PERMITS
It is the responsibility of the contractor to secure building permits for the work. There will be no charge to the contractor for the permits.

2.3. WARRANTY
In addition to manufacturer's standard warranty, contractor is to provide two years complete parts and labor warranty to City of Portage.

3. SPECIFICATION

3.1. PROJECT DESCRIPTION.
This project includes providing all materials, labor, supplies and equipment to insulate underside of the Director and Deputy Director of Community Development offices (approximately 308 square feet) with three inches (3") of closed-cell polyurethane spray foam insulation. Work to include exterior perimeter walls (approximately 44 linear feet) from the soffit upward, approximately 24" to the corrugated steel deck. See Diagram #1.

3.1.1. Existing soffit panels and fiberglass batt insulation to be carefully removed (to be reused). Remove as many panels as needed to gain necessary access.

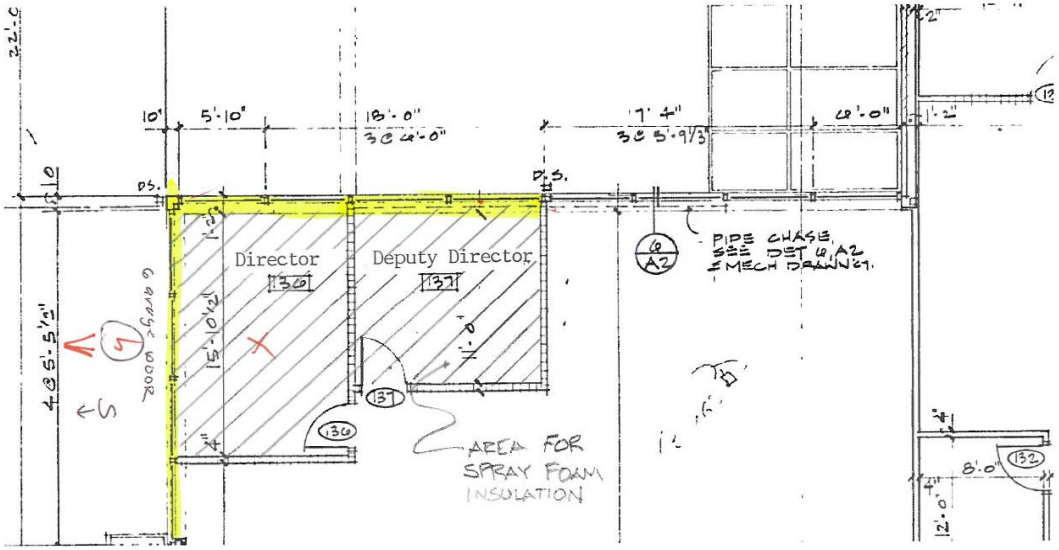
3.1.2. Apply a three inch depth of Certain Teed Certa Spray closed-cell polyurethane spray foam insulation, or approved equal, per manufacturer's recommendation, above soffit panels and exterior perimeter walls on south and west sides to eliminate air infiltration.

3.1.3. Replace insulation and soffit panels.

3.1.4. Clean site and remove all debris, construction material and tools from premises.

3.1.5. Inspections**:** Schedule inspection with project manager prior to recovering and for final inspection.

DIAGRAM #1


Director
130
Deputy Director
137
AREA FOR
SPRAY FOAM
INSULATION
PIPE CHASE.
SEE DET 6/A2
& MECH DRAWING.
5'-10"
18'-0"
3@6'-0"
7'-4"
3@5'-9 1/3"
6'-0"
8'-0"
12'-0"
15'-10 1/2"
40@5'-5 1/2"
22'-0"
D.S.
GARAGE DOOR

CITY OF PORTAGE
PROPOSAL FORM

The undersigned has examined the specifications and sites of the work and is fully informed of the nature of the work and understands that the quantities shown are approximate and are subject to increase or decrease.

The undersigned hereby proposes to furnish all labor, construction equipment, materials and supplies; and to do all the work in strict accordance with the plans and specifications applying to the work specified for which prices are submitted.

The undersigned hereby acknowledges the fact that the City of Portage will award the project to the successful bidder conditional upon the availability of funds.

The City of Portage reserves the right to accept or reject any or all bids in the best interest of the City. Each division may be awarded separately or jointly as may be determined to be in the best interest of the City. The Contractor's qualifications to complete the work in a timely and satisfactory manner will be considered in making the award.

The undersigned affirms that in making such Proposal neither he nor any company that he may represent, nor anyone in behalf of him or company, directly or indirectly, has entered into any combination, collusion, undertaking or agreement with any other bidder or bidders to maintain the prices of said work, and further affirms that such proposal is made without regard or reference to any other bidder or Proposal and without any agreement or understanding or combination, either directly or indirectly, with any other person or persons with reference to such bidding in any way or manner whatsoever.

The undersigned hereby agrees that if the foregoing proposal shall be accepted by the City, he will within ten (10) consecutive calendar days after receiving notice of the acceptance of such proposal, enter into contract in the appropriate form to furnish the labor, materials and equipment necessary for the full and complete execution of the work, at and for the price named in his proposal; and, he will furnish the labor, materials and equipment necessary for the full and complete execution of the work, at and for the price named in his proposal; and, he will furnish the labor, materials and equipment necessary for the full and compete execution of the work, at and for the price named in his proposal.

The undersigned affirms that he has examined the surface and subsurface conditions where the work is to be performed, the legal requirements and conditions affecting cost, progress or performance of the work and has made such independent investigations as the contract deems necessary.

The undersigned attaches hereto a bidder's bond in the sum of _____ _____Dollars ($_____) as required in the Instructions to Bidders, and the undersigned agrees that, in case he shall fail to fulfill his obligations under the foregoing Proposal and agreement, the City may, at its option, determine

that the undersigned has abandoned his rights and interests in such Proposal and that the certified check or bidder's bond accompanying his proposal has been forfeited to the City; but otherwise, the Certified check or bidder's bond shall be returned to the undersigned upon the rejection of his Proposal.

Disclosure: Asphalt, concrete or other material(s) requiring removal from the job site will be disposed of at: _____
(address of disposal site*)

Name & Address of _____
Disposal Site Owner_____

*Attach separate Sheet(s) for multiple disposal sites.

Total Bid
City Hall, Department of Community Development $_____
Spray Foam Insulation

Bidder to include the following forms with this bid:

- ARRA Buy American Certification
- Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion
- Lobbying Certification

BIDDER FIRM:_____

BY:_____
Signature

DATE:_____

BY:_____
Print or Type

POSITION:_____

ADDRESS:_____

_____

PHONE:_____FAX:_____

CITY OF PORTAGE
American Recovery and Reinvestment Act 2009

PROJECT INFORMATION

Project Name: Portage City Hall, Community Development Department, Spray-On Foam Insulation

Data Universal Numbering System (DUNS) Number: 095943411

Principal Contact: _____
Firm Name / Contact Name / Title

_____
Firm Address/ Phone Number/ Email Address

Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion

-Prime Contractors and Subcontractors-

(1) The contractor certifies, by submission of this proposal, that it and its principals:

(a) Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded by any Federal agencies;

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

(c) Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (Federal, State or local) with commission of any of the offenses enumerated in paragraph (1)(b) of this certification; and

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

(2) Where the contractor is unable to certify to any of the statements in this certification, such contractor shall attach an explanation to this proposal*.

*Exceptions will not necessarily result in denial of award, but will be considered in determining bidder responsibility. For any exception noted, indicate to whom it applies, initiating agency, dates of action, and the type of violation.

_____

I, the official named below, hereby swear that I am duly authorized to legally bind the prospective contractor to the above described certification. I am fully aware that this certification is made under penalty of perjury under the laws of the State of Michigan.

_____ _____
Signature/Authorized Certifying Official Typed Name and Title

_____ _____
Prospective Contractor/Organization Date Signed

_____
State Contractor License No. (if any)

CITY OF PORTAGE
American Recovery and Reinvestment Act 2009

PROJECT INFORMATION

Project Name: Portage City Hall, Community Development Department, Spray-On Foam Insulation

Data Universal Numbering System (DUNS) Number: 095943411

Principal Contact: _____
Firm Name / Contact Name / Title

_____
Firm Address / Phone Number / Email Address

ARRA BUY AMERICAN CERTIFICATION

(to be completed and signed by Prime Contractor and submitted with the bid)

1. Identification of American-made Iron, Steel, and Manufactured Goods: Consistent with the terms of the Purchaser's bid solicitation and the provisions of ARRA Section 1605, the Bidder certifies that this bid reflects the Bidder's best, good faith effort to identify domestic sources of iron, steel, and manufactured goods for every component contained in the bid solicitation where such American-made components are available on the schedule and consistent with the deadlines prescribed in or required by the bid solicitation.

2. Verification of U.S. Production: The Bidder certifies that all components contained in the bid solicitation that are American-made have been so identified, and if this bid is accepted, the Bidder agrees that it will provide reasonable, sufficient, and timely verification to the Purchaser of the U.S. production of every component so identified.

3. Documentation Regarding Non-American-made Iron, Steel, and Manufactured Goods: The Bidder certifies that for any component or components that are not American-made and are so identified in this bid, the Bidder has included in or attached to the bid one or both of the following, as applicable:

a. Identification of and citation to a categorical waiver published by the U.S. Environmental Protection Agency in the Federal Register that is applicable to such component or components, and an analysis that supports its applicability to the component or components.

b. Verifiable documentation sufficient to the Purchaser, as required in the bid solicitation or otherwise, that the Bidder has sought to secure American made components but has determined that such components are not available on the schedule and consistent with the deadlines prescribed in the bid solicitation, with assurance adequate for the Bidder under the applicable conditions stated in the bid solicitation or otherwise.

4. Information and Detailed Justification Regarding Non- American-made Iron, Steel, or Manufactured Goods: The Bidder certifies that for any such component or components that are not so available, the Bidder has also provided in or attached to this bid information, including but not limited to the verifiable documentation and a full description of the bidder's effort to secure any such American-made component or components, that the Bidder believes are sufficient to provide and as far as possible constitute the detailed justification required for a waiver under section 1605 with respect to such component or components. The Bidder further agrees that, if this bid is accepted, it will assist the Purchaser in amending, supplementing, or further supporting such information as required by the Purchaser to request and, as applicable, implement the terms of a waiver with respect to any such component or components.

_____
Signature Date

_____
Name and Title of Signer (Please Type)

NOTE: The penalty for making false statements in offers is prescribed in 18 U.S.C. 1001.

CITY OF PORTAGE
American Recovery and Reinvestment Act 2009

PROJECT INFORMATION

Project Name: Portage City Hall, Community Development Department, Spray-On Foam Insulation

Project Number: _____

Data Universal Numbering System (DUNS) Number: 095943411

Principal Contact: _____
Name and Title

_____
Phone Number and Email Address

LOBBYING CERTIFICATION

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

(1) No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.

(2) If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.

(3) The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

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

_____
TYPED NAME & TITLE OF AUTHORIZED REPRESENTATIVE

_____
SIGNATURE OF AUTHORIZED REPRESENTATIVE DATE

ATTACHMENT A
PREVAILING WAGE – DAVIS BACON ACT REQUIREMENTS

(1) Minimum wages.

(i) All laborers and mechanics employed or working upon the site of the work (or under the United States Housing Act of 1937 or under the Housing Act of 1949 in the construction or development of the project), will be paid unconditionally and not less often than once a week, and without subsequent deduction or rebate on any account (except such payroll deductions as are permitted by regulations issued by the Secretary of Labor under the Copeland Act (29 CFR part 3)), the full amount of wages and bona fide fringe benefits (or cash equivalents thereof) due at time of payment computed at rates not less than those contained in the wage determination of the Secretary of Labor which is attached hereto and made a part hereof, regardless of any contractual relationship which may be alleged to exist between the contractor and such laborers and mechanics. Contributions made or costs reasonably anticipated for bona fide fringe benefits under section 1(b)(2) of the Davis-Bacon Act on behalf of laborers or mechanics are considered wages paid to such laborers or mechanics, subject to the provisions of paragraph (a)(1)(iv) of this section; also, regular contributions made or costs incurred for more than a weekly period (but not less often than quarterly) under plans, funds, or programs which cover the particular weekly period, are deemed to be constructively made or incurred during such weekly period. Such laborers and mechanics shall be paid the appropriate wage rate and fringe benefits on the wage determination for the classification of work actually performed, without regard to skill, except as provided in Sec. 5.5(a)(4). Laborers or mechanics performing work in more than one classification may be compensated at the rate specified for each classification for the time actually worked therein: Provided, That the employer's payroll records accurately set forth the time spent in each classification in which work is performed. The wage determination (including any additional classification and wage rates conformed under paragraph (a)(1)(ii) of this section) and the Davis-Bacon poster (WH-1321) shall be posted at all times by the contractor and its subcontractors at the site of the work in a prominent and accessible place where it can be easily seen by the workers.

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

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

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

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

(B) If the contractor and the laborers and mechanics to be employed in the classification (if known), or their representatives, and the contracting officer agree on the

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

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

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

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

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

(2) Withholding. The City of Portage shall upon its own action or upon written request of an authorized representative of the Department of Labor withhold or cause to be withheld from the contractor under this contract or any other Federal contract with the same prime contractor, or any other federally-assisted contract subject to Davis-Bacon prevailing wage requirements, which is held by the same prime contractor, so much of the accrued payments or advances as may be considered necessary to pay laborers and mechanics, including apprentices, trainees, and helpers, employed by the contractor or any subcontractor the full amount of wages required by the contract. In the event of failure to pay any laborer or mechanic, including any apprentice, trainee, or helper, employed or working on the site of the work (or under the United States Housing Act of 1937 or under the Housing Act of 1949 in the construction or development of the project), all or part of the wages required by the contract, the City of Portage may, after written notice to the contractor, sponsor, applicant, or owner, take such action as may be necessary to cause the suspension of any further payment, advance, or guarantee of funds until such violations have ceased.

(3) Payrolls and basic records. (i) Payrolls and basic records relating thereto shall be maintained by the contractor during the course of the work and preserved for a period of three years thereafter for all laborers and mechanics working at the site of the work (or under the United States Housing Act of 1937, or under the Housing Act of 1949, in the construction or development of the project). Such records shall contain the name, address, and social security number of each such worker, his or her correct classification, hourly rates of wages paid (including rates of contributions or costs anticipated for bona fide fringe benefits or cash equivalents thereof of the types described in section 1(b)(2)(B) of the Davis-Bacon Act), daily and weekly number of hours worked, deductions made and actual wages paid. Whenever the Secretary of Labor has found under 29 CFR 5.5(a)(1)(iv) that the wages of any laborer or mechanic include the amount of any costs reasonably anticipated in providing benefits under a plan or program described in section 1(b)(2)(B) of the Davis-Bacon Act, the contractor shall maintain records which show that the commitment to provide such benefits is enforceable, that the plan or program is financially responsible, and that the plan or program has been communicated in writing to the laborers or mechanics affected, and records which show the costs anticipated or the actual cost incurred in providing such benefits. Contractors employing apprentices or trainees under approved programs shall maintain written evidence of the registration of apprenticeship programs and certification of trainee programs, the registration of the apprentices and trainees, and the ratios and wage rates prescribed in the applicable programs.

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

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

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

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

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

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

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

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

(4) Apprentices and trainees--(i) Apprentices. Apprentices will be permitted to work at less than the predetermined rate for the work they performed when they are employed pursuant to and individually registered in a bona fide apprenticeship program registered with the U.S. Department of Labor, Employment and Training Administration, Office of Apprenticeship Training, Employer and Labor Services, or with a State Apprenticeship Agency recognized by the Office, or if a person is employed in his or her first 90 days of probationary employment as an apprentice in such an apprenticeship program, who is not individually registered in the program, but who has been certified by the Office of Apprenticeship Training, Employer and Labor Services or a State Apprenticeship Agency (where appropriate) to be eligible for probationary employment as an apprentice. The allowable ratio of apprentices to journeymen on the job site in any craft classification shall not be greater than the ratio permitted to the contractor as to the entire work force under the registered program. Any worker listed on a payroll at an apprentice wage rate, who is not registered or otherwise employed as stated above, shall be paid not less than the applicable wage rate on the wage determination for the classification of work actually

performed. In addition, any apprentice performing work on the job site in excess of the ratio permitted under the registered program shall be paid not less than the applicable wage rate on the wage determination for the work actually performed. Where a contractor is performing construction on a project in a locality other than that in which its program is registered, the ratios and wage rates (expressed in percentages of the journeyman's hourly rate) specified in the contractor's or subcontractor's registered program shall be observed. Every apprentice must be paid at not less than the rate specified in the registered program for the apprentice's level of progress, expressed as a percentage of the journeymen hourly rate specified in the applicable wage determination. Apprentices shall be paid fringe benefits in accordance with the provisions of the apprenticeship program. If the apprenticeship program does not specify fringe benefits, apprentices must be paid the full amount of fringe benefits listed on the wage determination for the applicable classification. If the Administrator determines that a different practice prevails for the applicable apprentice classification, fringes shall be paid in accordance with that determination. In the event the Office of Apprenticeship Training, Employer and Labor Services, or a State Apprenticeship Agency recognized by the Office, withdraws approval of an apprenticeship program, the contractor will no longer be permitted to utilize apprentices at less than the applicable predetermined rate for the work performed until an acceptable program is approved.

(ii) Trainees. Except as provided in 29 CFR 5.16, trainees will not be permitted to work at less than the predetermined rate for the work performed unless they are employed pursuant to and individually registered in a program which has received prior approval, evidenced by formal certification by the U.S. Department of Labor, Employment and Training Administration. The ratio of trainees to journeymen on the job site shall not be greater than permitted under the plan approved by the Employment and Training Administration. Every trainee must be paid at not less than the rate specified in the approved program for the trainee's level of progress, expressed as a percentage of the journeyman hourly rate specified in the applicable wage determination. Trainees shall be paid fringe benefits in accordance with the provisions of the trainee program. If the trainee program does not mention fringe benefits, trainees shall be paid the full amount of fringe benefits listed on the wage determination unless the Administrator of the Wage and Hour Division determines that there is an apprenticeship program associated with the corresponding journeyman wage rate on the wage determination which provides for less than full fringe benefits for apprentices. Any employee listed on the payroll at a trainee rate who is not registered and participating in a training plan approved by the Employment and Training Administration shall be paid not less than the applicable wage rate on the wage determination for the classification of work actually performed. In addition, any trainee performing work on the job site in excess of the ratio permitted under the registered program shall be paid not less than the applicable wage rate on the wage determination for the work actually performed. In the event the Employment and Training Administration withdraws approval of a training program, the contractor will no longer be permitted to utilize trainees at less than the applicable predetermined rate for the work performed until an acceptable program is approved.

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

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

(6) Subcontracts. The contractor or subcontractor shall insert in any subcontracts the clauses contained in 29 CFR 5.5(a)(1) through (10) and such other clauses as the City of Portage may by appropriate instructions require, and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime contractor shall be responsible for the compliance by any subcontractor or lower tier subcontractor with all the contract clauses in 29 CFR 5.5.

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

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

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

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

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

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

(b) Contract Work Hours and Safety Standards Act. The Agency Head shall cause or require the contracting officer to insert the following clauses set forth in paragraphs (b)(1), (2), (3), and (4) of this section in full in any contract in an amount in excess of $100,000 and subject to the overtime provisions of the Contract Work Hours and Safety Standards Act. These clauses shall be inserted in addition to the clauses required by Sec. 5.5(a) or 4.6 of part 4 of this title. As used in this paragraph, the terms laborers and mechanics include watchmen and guards.

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

(2) Violation; liability for unpaid wages; liquidated damages. In the event of any violation of the clause set forth in paragraph (b)(1) of this section the contractor and any subcontractor responsible therefor shall be liable for the unpaid wages. In addition, such

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

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

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

(c) In addition to the clauses contained in paragraph (b), in any contract subject only to the Contract Work Hours and Safety Standards Act and not to any of the other statutes cited in Sec. 5.1, the Agency Head shall cause or require the contracting officer to insert a clause requiring that the contractor or subcontractor shall maintain payrolls and basic payroll records during the course of the work and shall preserve them for a period of three years from the completion of the contract for all laborers and mechanics, including guards and watchmen, working on the contract. Such records shall contain the name and address of each such employee, social security number, correct classifications, hourly rates of wages paid, daily and weekly number of hours worked, deductions made, and actual wages paid. Further, the Agency Head shall cause or require the contracting officer to insert in any such contract a clause providing that the records to be maintained under this paragraph shall be made available by the contractor or subcontractor for inspection, copying, or transcription by authorized representatives of the City of Portage and the Department of Labor, and the contractor or subcontractor will permit such representatives to interview employees during working hours on the job.

(The information collection, recordkeeping, and reporting requirements contained in the following paragraphs of this section were approved by the Office of Management and Budget:

Paragraph	OMB Control Number
(a)(1)(ii)(B).....	1215-0140
(a)(1)(ii)(C).....	1215-0140
(a)(1)(iv).....	1215-0140
(a)(3)(i).....	1215-0140, 1215-0017
(a)(3)(ii)(A).....	1215-0149
(c).....	1215-0140, 1215-0017

[48 FR 19540, Apr. 29, 1983, as amended at 51 FR 12265, Apr. 9, 1986; 55 FR 50150, Dec. 4, 1990; 57 FR 28776, June 26, 1992; 58 FR 58955, Nov. 5, 1993; 61 FR 40716, Aug. 5, 1996; 65 FR 69674, Nov. 20, 2000; 73 FR 77511-77512, Dec. 19, 2008]

ATTACHMENT B – DAVIS BACON ACT

Wage and Hour Division (WHD)

Printer-Friendly Version

Davis-Bacon Act

PUBLIC LAW 107-217-AUG. 21, 2002 [as amended [1]]

AN ACT

To revise, codify, and enact without substantive change certain general and permanent laws, related to public buildings, property, and works, as title 40, United States Code, "Public Buildings, Property, and Works".

Be it enacted by the Senate and House of Representatives of the United States of America in Congress assembled,

SECTION 1. TITLE 40, UNITED STATES CODE.

Certain general and permanent laws of the United States, related to public buildings, property, and works, are revised, codified, and enacted as title 40, United States Code, "Public Buildings, Property, and Works", as follows:

TITLE 40-PUBLIC BUILDINGS, PROPERTY, AND WORKS

* * * * *

SUBTITLE II-PUBLIC BUILDINGS AND WORKS

PART A-GENERAL

* * * * *

CHAPTER 31 - GENERAL

* * * * *

SUBCHAPTER IV - WAGE RATE REQUIREMENTS

Sec. 3141. Definitions

In this subchapter, the following definitions apply:

- (1) Federal government.- The term "Federal Government" has the same meaning that the term "United States" had in the Act of March 3, 1931 (ch. 411, 46 Stat. 1494) (known as the Davis-Bacon Act).[2]
- (2) Wages, scale of wages, wage rates, minimum wages, and prevailing wages.- The terms

"wages", "scale of wages", "wage rates", "minimum wages", and "prevailing wages" include-

- (A) the basic hourly rate of pay; and
- (B) for medical or hospital care, pensions on retirement or death, compensation for injuries or illness resulting from occupational activity, or insurance to provide any of the forgoing, for unemployment benefits, life insurance, disability and sickness insurance, or accident insurance, for vacation and holiday pay, for defraying the costs of apprenticeship or other similar programs, or for other bona fide fringe benefits, but only where the contractor or subcontractor is not required by other federal, state, or local law to provide any of those benefits, the amount of-
  - (i) the rate of contribution irrevocably made by a contractor or subcontractor to a trustee or to a third person under a fund, plan, or program; and
  - (ii) the rate of costs to the contractor or subcontractor that may be reasonably anticipated in providing benefits to laborers and mechanics pursuant to an enforceable commitment to carry out a financially responsible plan or program which was communicated in writing to the laborers and mechanics affected.

Sec. 3142. Rate of wages for laborers and mechanics

- (a) Application.- The advertised specifications for every contract in excess of $2,000, to which the Federal Government or the District of Columbia is a party, for construction, alteration, or repair, including painting and decorating, of public buildings and public works of the Government or the District of Columbia that are located in a State or the District of Columbia and which requires or involves the employment of mechanics or laborers shall contain a provision stating the minimum wages to be paid various classes of laborers and mechanics.
- (b) Based on Prevailing Wage.- The minimum wages shall be based on the wages the Secretary of Labor determines to be prevailing for the corresponding classes of laborers and mechanics employed on projects of a character similar to the contract work in the civil subdivision of the State in which the work is to be performed, or in the District of Columbia if the work is to be performed there.
- (c) Stipulations Required in Contract.- Every contract based upon the specifications referred to in subsection (a) must contain stipulations that-
  - (1) the contractor or subcontractor shall pay all mechanics and laborers employed directly on the site of the work, unconditionally and at least once a week, and without subsequent deduction or rebate on any account, the full amounts accrued at time of payment, computed at wage rates not less than those stated in the advertised specifications, regardless of any contractual relationship which may be alleged to exist between the contractor or subcontractor and the laborers and mechanics;
  - (2) the contractor will post the scale of wages to be paid in a prominent and easily accessible place at the site of the work; and
  - (3) there may be withheld from the contractor so much of accrued payments as the contracting officer considers necessary to pay to laborers and mechanics employed by the contractor or any subcontractor on the work the difference between the rates of wages required by the contract to be paid laborers and mechanics on the work and the rates of wages received by the laborers and mechanics and not refunded to the contractor or subcontractors or their agents.
- (d) Discharge of Obligation.- The obligation of a contractor or subcontractor to make payment in accordance with the prevailing wage determinations of the Secretary of Labor, under this subchapter and other laws incorporating this subchapter by reference, may be discharged by making payments in cash, by making contributions described in section 3141(2)(B)(i) of this title, by assuming an enforceable commitment to bear the costs of a plan or program referred to in section 3141(2)(B)(ii) of this title, or by any combination of payment, contribution, and assumption, where the aggregate of the payments, contributions, and costs is not less than the basic hourly rate of pay plus the amount referred to in section 3141(2)(B) of this title.
- (e) Overtime Pay.- In determining the overtime pay to which a laborer or mechanic is entitled under any federal law, the regular or basic hourly rate of pay (or other alternative rate on which premium rate of overtime compensation is computed) of the laborer or mechanic is deemed to be the rate computed under section 3141(2)(A) of this title, except that where the amount of

payments, contributions, or costs incurred with respect to the laborer or mechanic exceeds the applicable prevailing wage, the regular or basic hourly rate of pay (or other alternative rate) is the amount of payments, contributions, or costs actually incurred with respect to the laborer or mechanic minus the greater of the amount of contributions or costs of the types described in section 3141(2)(B) of this title actually incurred with respect to the laborer or mechanic or the amount determined under section 3141(2)(B) of this title but not actually paid.

Sec. 3143. Termination of work on failure to pay agreed wages

Every contract within the scope of this subchapter shall contain a provision that if the contracting officer finds that any laborer or mechanic employed by the contractor or any subcontractor directly on the site of the work covered by the contract has been or is being paid a rate of wages less than the rate of wages required by the contract to be paid, the Federal Government by written notice to the contractor may terminate the contractor's right to proceed with the work or the part of the work as to which there has been a failure to pay the required wages. The Government may have the work completed, by contract or otherwise, and the contractor and the contractor's sureties shall be liable to the Government for any excess costs the Government incurs.

Sec. 3144. Authority of Comptroller General to pay wages and list contractors violating contracts

- (a) Payment of Wages.-
  - (1) In general.- The Comptroller General shall pay directly to laborers and mechanics from any accrued payments withheld under the terms of a contract any wages found to be due laborers and mechanics under this subchapter.
  - (2) Right of action.- If the accrued payments withheld under the terms of the contract are insufficient to reimburse all the laborers and mechanics who have not been paid the wages required under this subchapter, the laborers and mechanics have the same right to bring a civil action and intervene against the contractor and the contractor's sureties as is conferred by law on persons furnishing labor or materials. In those proceedings it is not a defense that the laborers and mechanics accepted or agreed to accept less than the required rate of wages or voluntarily made refunds.
- (b) List of Contractors Violating Contracts.-
  - (1) In general.- The Comptroller General shall distribute to all departments of the Federal Government a list of the names of persons whom the Comptroller General has found to have disregarded their obligations to employees and subcontractors.
  - (2) Restriction on awarding contracts.- No contract shall be awarded to persons appearing on the list or to any firm, corporation, partnership, or association in which the persons have an interest until three years have elapsed from the date of publication of the list.

* * * * *

Sec. 3146. Effect on other federal laws

This subchapter does not supersede or impair any authority otherwise granted by federal law to provide for the establishment of specific wage rates.

Sec. 3147. Suspension of this subchapter during a national emergency

The President may suspend the provisions of this subchapter during a national emergency.

Sec. 3148. Application of this subchapter to certain contracts

This subchapter applies to a contract authorized by law that is made without regard to section 3709 of the Revised Statutes (41 U.S.C. 5), or on a cost-plus-a-fixed-fee basis or otherwise without advertising

for proposals, if this subchapter otherwise would apply to the contract.

Reorganization Plan of 1950

---

1. Pub. L. 109-284 Sec. 6(11), (12), and (13) made three minor technical corrections in Secs 3141(1), and 3142(d) and (e). (Sept. 27, 2006, 120 Stat.1213.)

2. The Davis-Bacon Act, referred to in par. (1), is act of Mar. 3, 1931, ch. 411, 46 Stat. 1494, as amended, which was classified generally to sections 276a to 276a-5 of former Title 40, Public Buildings, Property, and Works, and was repealed and reenacted as sections 3141-3144, 3146, and 3147 of this title by Pub. L. 107-217, Secs. 1, 6(b), Aug. 21, 2002, 116 Stat. 1062, 1304.

U.S. Department of Labor, Frances Perkins Building, 200 Constitution Ave., NW, Washington, DC 20210
www.dol.gov | Telephone: **1-866-4-USA-DOL** (1-866-487-2365) | TTY: 1-877-889-5627 **Contact Us**

US Department of Labor Form WH-347 – PAYROLL REPORTING

Wage and Hour Division (WHD)

To promote and achieve compliance with labor protect and enhance the welfare of the nation

Instructions For Completing Payroll Form, WH-347

- WH-347 (PDF)
  OMB Control No. 1215-0149, Expires 12/31/2011.
  Persons are not required to respond to the collection of information unless it display

General: Form WH-347has been made available for the convenience of contractors an Federally-aided construction-type contracts and subcontracts to submit weekly payrolls. requirements of Regulations, Parts 3 and 5 (29 C.F.R., Subtitle A), as to payrolls submit Bacon and related Acts.

While completion of Form WH-347 is optional, it is mandatory for covered contractors a financed or assisted construction contracts to respond to the information collection cont (40 U.S.C. § 3145) requires contractors and subcontractors performing work on Federa "furnish weekly a statement with respect to the wages paid each employee during the p Regulations at 29 C.F.R. § 5.5(a)(3)(ii) require contractors to submit weekly a copy of a financing the construction project, accompanied by a signed "Statement of Compliance" and that each laborer or mechanic has been paid not less than the proper Davis-Bacon federal contracting agencies receiving this information review the information to determ wages and fringe benefits.

Under the Davis-Bacon and related Acts, the contractor is required to pay not less than predetermined by the Department of Labor. The contractor's obligation to pay fringe be benefits to bona fide benefit plans, funds or programs or by making payments to the co lieu of fringe benefits.

This payroll provides for the contractor to show on the face of the payroll all monies to of fringe benefits, and provides for the contractor's representation in the statement of c he/she is paying for fringe benefits required by the contract and not paid as cash in lieu the preparation of the payroll follow:

Contractor or Subcontractor: Fill in your firm's name and check appropriate box.

Address: Fill in your firm's address.

Payroll No.: Beginning with the number "1", list the payroll number for the submission

For Week Ending: List the workweek ending date.

Project and Location: Self-explanatory.

Project or Contract No.: Self-explanatory.

Column 1 - Name and Individual Identifying Number of Worker: Enter each wo (e.g., last four digits of worker's social security number) on each weekly payroll submitt

Column 2 - No. of Withholding Exemptions: This column is merely inserted for the Regulations, Part 3 and 5.

Column 3 - Work Classifications: List classification descriptive of work actually perf classification and minimum wage schedule set forth in contract specifications. If additio Contracting Officer or Agency representative. An individual may be shown as having wo accurate breakdown or hours worked in each classification is maintained and shown on

Column 4 - Hours worked: List the day and date and straight time and overtime hou subject to the Contract Work Hours Standard Act, enter hours worked in excess of 40 h

Column 5 - Total: Self-explanatory

Column 6 - Rate of Pay (Including Fringe Benefits): In the "straight time" box fo straight time worked, plus cash paid in lieu of fringe benefits paid. When recording the fringe benefits may be shown separately from the basic rate. For example, "$12.25/.40 for fringe benefits. This is of assistance in correctly computing overtime. See "Fringe Be overtime hourly rate paid plus any cash in lieu of fringe benefits paid in the "overtime" See "Fringe Benefits" below. Payment of not less than time and one-half the basic or re Contract Work Hours Standard Act of 1962 if the prime contract exceeds $100,000. In a for the classification which an individual works, the contractor must pay amounts prede part of the contract to approved fringe benefit plans, funds or programs or shall pay as BENEFITS" below.

Column 7 - Gross Amount Earned: Enter gross amount earned on this project. If pa other than the project described on this payroll, enter in column 7 first the amount earn then the gross amount earned during the week on all projects, thus "$163.00/$420.00" $163.00 on a Federally assisted construction project during a week in which $420.00 w

Column 8 - Deductions: Five columns are provided for showing deductions made. If four columns and show the balance deductions under "Other" column; show actual tota attachment to the payroll describe the deduction(s) contained in the "Other" column. A provisions of the Copeland Act Regulations, 29 C.F.R., Part 3. If an individual worked or deductions from his/her weekly gross wage, and indicate that deductions are based on

Column 9 - Net Wages Paid for Week: Self-explanatory.

Totals - Space has been left at the bottom of the columns so that totals may be showr

Statement Required by Regulations, Parts 3 and 5: While the "statement of com page 2 of the payroll form) is subject to the penalties provided by 18 U.S.C. § 1001, na years, or both. Accordingly, the party signing this statement should have knowledge of

Items 1and 2: Space has been provided between items (1) and (2) of the statement f made are adequately described in the "Deductions" column above, state "*See* Deductio below for instructions concerning filling out paragraph 4 of the statement.

Item 4 FRINGE BENEFITS - Contractors who pay all required fringe benefits: or programs in amounts not less than were determined in the applicable wage decision rate and overtime rate paid to each worker on the face of the payroll and check paragr payroll form to indicate the payment. Note any exceptions in section 4(c).

Contractors who pay no fringe benefits: If not paying all fringe benefits to approv those that were determined in the applicable wage decision of the Secretary of Labor, p laborer and mechanic and insert in the "straight time" of the "Rate of Pay" column of th rate for each classification plus the amount of fringe benefits determined for each class it is not necessary to pay time and a half on cash paid in lieu of fringe benefits, the ove predetermined rate, plus the half time premium on basic or regular rate, plus the requir rate. In addition, check paragraph 4(b) of the statement on page 2 the payroll form to to the workers. Note any exceptions in section 4(c).

Use of Section 4(c), Exceptions

Any contractor who is making payment to approved plans, funds, or programs in amou obliged to pay the deficiency directly to the covered worker as cash in lieu of fringe ber section 4(c). Enter in the Exception column the craft, and enter in the Explanation colu of fringe benefits and the hourly amount paid to plans, funds, or programs as fringe be than the predetermined rate plus cash in lieu of fringe benefits as shown in section 4(c otherwise provided by applicable wage determination) on the Federal or Federally assis paid in lieu of fringe benefits per hour in column 6 on the payroll. See paragraph on "C of overtime rate.

Public Burden Statement: We estimate that it will take an average of 55 minutes to
for reviewing instructions, searching existing data sources, gathering and maintaining t
collection of information. If you have any comments regarding these estimates or any c
suggestions for reducing this burden, send them to the Administrator, Wage and Hour I
200 Constitution Avenue, N.W.,Washington, D.C. 20210.

Note: In order to view, fill out, and print PDF forms, you need Adobe® Acrobat® Reac
free at www.adobe.com/products/acrobat/readstep2.html. To save the completed form
method to save the file.
For example, move your mouse curser over the PDF link and click on your "RIGHT" mo
from which you will select the proper save option -- depending upon which browser you

- For Microsoft IE users, select "Save Target As"
- For Netscape Navigator users, select "Save Link As"

Once you've selected the proper save option for your browser, and have saved the file
and start the Adobe Acrobat® Reader. Once open, locate the PDF file you saved and o

>

U.S. Department of Labor
Employment Standards Administration
Wage and Hour Division

PAYROLL

(For Contractor's Optional Use; See Instructions at www.dol.gov/esa/whd/forms/wh347instr.htm)

Persons are not required to respond to the collection of information unless it displays a currently valid OMB control number.

U.S. Wage and Hour Division
Rev. Dec. 2008

OMB No.: 1215-0149
Expires: 12/31/2011

NAME OF CONTRACTOR ☐ OR SUBCONTRACTOR ☐ ADDRESS

PAYROLL NO. FOR WEEK ENDING PROJECT AND LOCATION PROJECT OR CONTRACT NO.

(1) NAME AND INDIVIDUAL IDENTIFYING NUMBER (e.g., LAST FOUR DIGITS OF SOCIAL SECURITY NUMBER) OF WORKER	(2) NO. OF WITHHOLDING EXEMPTIONS	(3) WORK CLASSIFICATION	OT OR ST	(4) DAY AND DATE / HOURS WORKED EACH DAY							(5) TOTAL HOURS	(6) RATE OF PAY	(7) GROSS AMOUNT EARNED	(8) DEDUCTIONS FICA	WITH-HOLDING TAX			OTHER	TOTAL DEDUCTIONS	(9) NET WAGES PAID FOR WEEK
			O																	
			S																	
			O																	
			S																	
			O																	
			S																	
			O																	
			S																	
			O																	
			S																	
			O																	
			S																	
			O																	
			S																	
			O																	
			S																	

While completion of Form WH-347 is optional, it is mandatory for covered contractors and subcontractors performing work on Federally financed or assisted construction contracts to respond to the information collection contained in 29 C.F.R. §§ 3.3, 5.5(a). The Copeland Act (40 U.S.C. § 3145) contractors and subcontractors performing work on Federally financed or assisted construction contracts to "furnish weekly a statement with respect to the wages paid each employee during the preceding week." U.S. Department of Labor (DOL) regulations at 29 C.F.R. § 5.5(a)(3)(ii) require contractors to submit weekly a copy of all payrolls to the Federal agency contracting for or financing the construction project, accompanied by a signed "Statement of Compliance" indicating that the payrolls are correct and complete and that each laborer or mechanic has been paid not less than the proper Davis-Bacon prevailing wage rate for the work performed. DOL and federal contracting agencies receiving this information review the information to determine that employees have received legally required wages and fringe benefits.

Public Burden Statement

We estimate that it will take an average of 55 minutes to complete this collection, including time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. If you have any comments regarding these estimates or any other aspect of this collection, including suggestions for reducing this burden, send them to the Administrator, Wage and Hour Division, ESA, U.S. Department of Labor, Room S3502, 200 Constitution Avenue, N.W. Washington, D.C. 20210

(over)

Date _____

I, _____ _____
(Name of Signatory Party) (Title)

do hereby state:

(1) That I pay or supervise the payment of the persons employed by

_____ on the
(Contractor or Subcontractor)

_____; that during the payroll period commencing on the
(Building or Work)

_____ day of _____, _____, and ending the _____ day of _____, _____,

all persons employed on said project have been paid the full weekly wages earned, that no rebates have been or will be made either directly or indirectly to or on behalf of said

_____ from the full
(Contractor or Subcontractor)

weekly wages earned by any person and that no deductions have been made either directly or indirectly from the full wages earned by any person, other than permissible deductions as defined in Regulations, Part 3 (29 C.F.R. Subtitle A), issued by the Secretary of Labor under the Copeland Act, as amended (48 Stat. 948, 63 Start. 108, 72 Stat. 967; 76 Stat. 357; 40 U.S.C. § 3145), and described below:

(2) That any payrolls otherwise under this contract required to be submitted for the above period are correct and complete; that the wage rates for laborers or mechanics contained therein are not less than the applicable wage rates contained in any wage determination incorporated into the contract; that the classifications set forth therein for each laborer or mechanic conform with the work he performed.

(3) That any apprentices employed in the above period are duly registered in a bona fide apprenticeship program registered with a State apprenticeship agency recognized by the Bureau of Apprenticeship and Training, United States Department of Labor, or if no such recognized agency exists in a State, are registered with the Bureau of Apprenticeship and Training, United States Department of Labor.

(4) That:

(a) WHERE FRINGE BENEFITS ARE PAID TO APPROVED PLANS, FUNDS, OR PROGRAMS

☐ – in addition to the basic hourly wage rates paid to each laborer or mechanic listed in the above referenced payroll, payments of fringe benefits as listed in the contract have been or will be made to appropriate programs for the benefit of such employees, except as noted in section 4(c) below.

(b) WHERE FRINGE BENEFITS ARE PAID IN CASH

☐ – Each laborer or mechanic listed in the above referenced payroll has been paid, as indicated on the payroll, an amount not less than the sum of the applicable basic hourly wage rate plus the amount of the required fringe benefits as listed in the contract, except as noted in section 4(c) below.

(c) EXCEPTIONS

EXCEPTION (CRAFT)	EXPLANATION

REMARKS:

NAME AND TITLE	SIGNATURE

THE WILLFUL FALSIFICATION OF ANY OF THE ABOVE STATEMENTS MAY SUBJECT THE CONTRACTOR OR SUBCONTRACTOR TO CIVIL OR CRIMINAL PROSECUTION. SEE SECTION 1001 OF TITLE 18 AND SECTION 231 OF TITLE 31 OF THE UNITED STATES CODE.

ATTACHMENT C

PREVAILING WAGES – CURRENT AS OF 1/1/2010

General Decision Number: MI100191 04/01/2011 MI191

State: Michigan

Construction Type: Building

County: Kalamazoo County in Michigan.

BUILDING CONSTRUCTION PROJECTS (does not include single family homes or apartments up to and including 4 stories).

Modification Number	Publication Date
0	04/01/2011

ASBE0047-002 07/01/2010

	Rates	Fringes
ASBESTOS WORKER/HEAT & FROST INSULATOR	$ 28.42	15.48

BOIL0169-001 08/01/2010

	Rates	Fringes
BOILERMAKER	$ 32.34	22.18

BRMI0009-031 08/01/2010

	Rates	Fringes
BRICKLAYER	$ 26.29	13.49
TILE FINISHER	$ 20.23	8.75
TILE SETTER	$ 21.62	9.88

CARP0525-013 06/01/2010

	Rates	Fringes
CARPENTER (Including Acoustical Ceiling Installation, Drywall Hanging, Form Work, Metal Stud Installation & Scaffold Builder)	$ 21.39	13.86

CARP1102-001 06/01/2010

	Rates	Fringes
MILLWRIGHT	$ 24.64	19.64

ELEC0131-001 06/01/2009

	Rates	Fringes

ELECTRICIAN
Excludes Low Voltage Wiring.$ 30.00 14.12+3%

ENGI0324-002 05/01/2010

	Rates	Fringes
OPERATOR: Power Equipment		
GROUP 1	$ 28.39	18.90
GROUP 2	$ 28.14	18.90
GROUP 3	$ 27.64	18.90
GROUP 4	$ 22.54	18.90
GROUP 5	$ 21.94	18.90
GROUP 6	$ 17.84	18.90

FOOTNOTES:

Certified Crane Operator Premiums:

a) Swing Boom Truck Operator over 12 tons-$.50 per hour
b) Hydraulic Crane Operator 75 tons and under-$.75 per hour
c) Hydraulic Crane Operator over 75 tons-$1.00 per hour
d) Lattiee Boom Crane Operator-$1.50 per hour

Crane operator with main boom and jib 300' or longer: $1.50 per hour above the group 1 rate.
Crane operator with main boom and jib 400' or longer: $3.00 per hour above the group 1 rate.

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

POWER EQUIPMENT OPERATOR CLASSIFICATIONS

GROUP 1: Crane operator with main boom and jib 400', 300', or 220' or longer. Tower crane operator with CCO certification for combined length of mast and boom 220' or longer

GROUP 2: Crane operator with main boom and jib 140' or longer, tower cranes (Operators without CCO certification, or less than 220' length), gantry crane, whirley derrick

GROUP 3: Backhoe/Excavator/Trackhoe; Concrete Pump; Forklift; Grader/Blade; Highlift; Hoist; Loader; Roller; Scraper; Trencher

GROUP 4: Bobcat/Skid Loader; Broom/Sweeper

GROUP 5: Boom Truck (non-swinging)

GROUP 6: Oiler

IRON0340-002 03/01/2010

	Rates	Fringes
IRONWORKER, REINFORCING AND STRUCTURAL	$ 23.68	17.77

LABO0355-022 06/01/2010

	Rates	Fringes
LABORER		
Common or General; Grade Checker; Mason Tender - Brick; Mason Tender - Cement/Concrete; Sandblaster	$ 17.89	11.49
Pipelayer	$ 18.14	11.49

PAIN0312-002 06/01/2010

	Rates	Fringes
PAINTER: Brush and Roller Only	$ 20.65	11.60
PAINTER: Drywall Finishing/Taping Only	$ 20.65	11.60
PAINTER: Spray Only	$ 21.85	11.60

PLAS0016-003 06/01/2010

	Rates	Fringes
CEMENT MASON/CONCRETE FINISHER	$ 21.50	12.28

PLUM0357-001 06/01/2010

Excluding Fort Custer

	Rates	Fringes
PIPEFITTER, Including HVAC Pipe and System Installation	$ 30.50	15.30
PLUMBER, Excluding HVAC Pipe and System Installation	$ 30.50	15.30

ROOF0070-002 06/01/2008

	Rates	Fringes
ROOFER	$ 24.48	11.01

SFMI0669-001 01/01/2011

	Rates	Fringes
SPRINKLER FITTER (Fire Sprinklers)	$ 30.96	16.35

SHEE0007-010 01/01/2011

	Rates	Fringes
SHEET METAL WORKER (HVAC Duct Installation Only)	$ 26.76	18.38

SUMI2011-012 02/01/2011

	Rates	Fringes
IRONWORKER, ORNAMENTAL	$ 18.48	7.93
LABORER: Landscape and Irrigation	$ 10.38	0.50
OPERATOR: Bulldozer	$ 19.68	6.64
OPERATOR: Compactor	$ 17.68	6.70
OPERATOR: Tractor	$ 19.10	8.48
SHEETMETAL WORKER, Excluding HVAC Duct and System Installation	$ 23.59	5.66
TRUCK DRIVER: Dump Truck	$ 17.26	11.42
TRUCK DRIVER: Lowboy Truck	$ 14.50	0.44
TRUCK DRIVER: Tractor Haul Truck	$ 13.57	1.18

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

==========

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 (29 CFR 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.

END OF GENERAL DECISION

DRAFT CONTRACT AGREEMENT

Following is a "*draft copy*" of the contract that will be executed by the City and the Firm for the completion of this project.

CITY OF PORTAGE
CONTRACT

THIS CONTRACT made the ____ day of _____, 2011, by and between _____ _____ hereinafter called the "Contractor," and the City of Portage, 7900 South Westnedge Avenue, Portage, Michigan 49002, hereinafter called the "City."

WITNESSETH, THAT the Contractor and the City for the consideration stated herein agree as follows:

ARTICLE I - SCOPE OF WORK

The Contractor shall perform everything to be performed and shall provide and furnish all of the labor, materials, necessary tools, expendable equipment, and all utility and transportation services required to perform and complete in a workmanlike manner all the work required for the City Hall, Community Development Department, spray-on foam insulation project all in strict accordance with the Plans and Specifications, including any and all addenda, which plans and specifications are made a part of this contract, and in strict compliance with the Contractor's proposal and other contract documents herein mentioned which are a part of this contract; and the Contractor shall do everything required by this contract and the other documents constituting a part hereof.

ARTICLE II - COMPENSATION TO BE PAID TO THE CONTRACTOR

In consideration of the completion of the work described herein and in fulfillment of all stipulations of this contract to the satisfaction and acceptance of the City, the City shall pay and the said Contractor further agrees to receive and accept payment based on the prices for material and labor as set forth in the conformed copy of the Contractor's proposal as filed with the City on the _____ day of _____ the sum of which shall not exceed:

_____ $_____

(amount in words) (in figures)

as full compensation for furnishing all the equipment and materials, and for the costs of all premiums on insurance and bonds and for doing all the work contemplated and specified in this contract; also for all loss or damage arising out of the nature of the work aforesaid, or from the action of the elements, or from any unforeseen obstructions or difficulties which may be encountered in the prosecution of the same; and for all risks of every description connected with the work; and for well and faithfully completing the work and the whole thereof, in full compliance with the Plans and Specifications and the requirements under them. Payments are to be made to the Contractor in accordance with and subject to the provisions embodied in the contract documents hereto attached

ARTICLE III - ASSIGNMENT AND SUBCONTRACTORS
The Contractor agrees to perform the work included in Article I using his employees. No work required under this contract shall be subcontracted or otherwise assigned to another party without the expressed written consent of the City.

ARTICLE IV - COMPONENT PARTS OF THIS CONTRACT
This contract consists of the following component parts, all of which are as fully a part of this contract as if herein set out verbatim, or, if not attached, as if hereto attached.

1. Contract (this document)
2. Contractor's Proposal (or bid)
3. City of Portage Contract Conditions and Specifications
4. Instructions to Bidders
5. Specifications
6. Notice to Bidders

In the event that any provision in any of the above component parts of this contract conflicts with any provision in any other of the component parts, the provision in the component part first enumerated above shall govern over any other component part which follows it numerically, except as may be otherwise specifically stated.

IN WITNESS WHEREOF, the parties have caused this instrument to be executed in four original counterparts the day and year first above written.

CONTRACTOR

Attest:

_____ By:_____
Signature

_____ _____
Print name and Title Print Name and Title

(SEAL) CITY OF PORTAGE

Attest:

_____ By:_____
Maurice S. Evans, City Manager

Approved as to Form:

_____
Randall L. Brown, Portage City Attorney

Appendix A

During the performance of this contract, the contractor, for itself, its assignees and successors in interest (hereinafter referred to as the "contractor") agrees as follows:

1. **Compliance with Regulations:** The contractor shall comply with the Regulations relative to non-discrimination in Federally-assisted programs of the Department of Transportation, Title 49, code of Federal Regulations, Part 21 as they may be amended from time to time, (hereinafter referred to as the Regulations), which are herein incorporated by reference and made a part of this contract.
2. **Non-discrimination**: The contractor, with regard to the work performed by it during the contract, shall not discriminate on the grounds of race, color, or national origin in the selection and retention of subcontractors, including procurements of materials and leases of equipment. The contractor shall not participate either directly or indirectly in the discrimination prohibited by section 21.5 of the Regulation, including employment practices when the contractor covers a program set forth in Appendix B of the Regulations.
3. **Solicitations for Subcontracts, Including Procurements of Materials and Equipment**: In all solicitations either by competitive bidding or negotiation made by the contractor for work to be performed under a subcontract, including procurements of materials or leases of equipment, each potential subcontractor or supplier shall be notified by the contractor of the contractor's obligations under this contract and the Regulations relative to non-discrimination on the grounds of race, color, or national origin.
4. **Information and Reports**: The contractor shall provide all information and reports required by the Regulations, or directives issued pursuant thereto, and shall permit access to its books, records, accounts, other sources of information, and its facilities as may be determined by the City of Portage to be pertinent to ascertain compliance with such Regulations or directives. Where any information required of a contractor is in the exclusive possession of another who fails or refuses to furnish this information, the contractor shall so certify to the State highway department, or the Federal Highway Administration as appropriate, and shall set forth what efforts it has made to obtain the information.
5. **Sanctions for Non-compliance**: In the event of the contractor's non-compliance with the non-discrimination provisions of this contract, the City of Portage shall impose such contract sanctions as it or the Federal Highway Administration may determine to be appropriate, including, but not limited to:
   (a) Withholding of payments to the contractor under the contract until the contractor complies, and/or
   (b) Cancellation, termination or suspension of the contract, in whole or in part.
6. **Incorporation of Provisions**: The contractor shall include the provisions of paragraphs (1) through (6) in every subcontract, including procurement of materials and leases of equipment, unless except by the Regulations, or directives issued pursuant thereto. The contractor shall take such action with respect to any subcontract or procurement as the City of Portage may direct as a means of enforcing such provisions including sanctions for non-compliance: Provided, however, that, in the event a contractor becomes involved in, or is threatened with, litigation with a subcontractor or supplier as a result of such direction, the contractor may request the City of Portage to enter into such litigation to protect the interests of the City, and in addition, the contractor may request the State highway department to enter into such litigation to protect the interests of the State and/or the United States to enter into such litigation to protect the interests of the United States.

INSTRUCTIONS FOR EXECUTING CONTRACT WITH CITY OF PORTAGE

A. **If the contractor is a corporation, the following certificate must be executed:**

I,_____, certify that I am the Secretary of
print or type name
the corporate entity named as Contractor in the contract and that such corporate entity is a corporation in good standing in the State of _____ and has authority
print or type name of state
to transact business in the State of Michigan. [If the corporation is not a Michigan corporation, then a "Certificate of Authority to Transact Business in the State of Michigan" must be attached.] I certify that the contract between the City of Portage and
_____,
print or type name of corporation
Inc., was validly executed on behalf of the corporation by _____
print or type name
who was then the _____ of said corporation and has the
print or type name of title
authority to bind the corporation to the contractual agreements pursuant to the authority of its governing body and by-laws and is within the scope of its corporate powers.

_____
Print or type name of corporation

Dated:_____, 20_____ By:_____
Its:_____

B. **If contractor is an LLC, the following certificate must be executed:**

I, _____, certify that I am a member of the
print or type name
Limited liability company named as Contractor in the contract and that such LLC is in good standing in the State of _____ and that the LLC has the
print or type name of state
authority to transact business in the State of Michigan. [If the LLC is not a Michigan LLC, then a "Certificate of Authority to Transact Business in the State of Michigan" must be attached.} I certify that the contract between the City of Portage and _____
print or type name of LLC
LLC was validly executed on behalf of the LLC by _____
print or type name
who was then a member of said LLC and has the authority to bind the LLC to contractual agreements and that such contract is within the scope of its powers.

_____
Print or type name of LLC

Dated:_____, 20_____ By:_____
Its:_____

C. **If the contractor is a sole proprietorship/partnership, the following certificate must be executed:**

I, _____, certify that I am the
print or type name

owner/partner of the company named as Contractor in the contract and that I have the authority to bind _____,
print or type name of business (insert d/b/a if one exists)

to contractual agreements.

_____
Print or type name of company/DBA

Dated:_____, 20_____ By:_____
Its:_____

Notes to Certificate:

1. The full name and business address of the Contractor must be inserted in the contract and the contract must be signed with his/her official signature. The name of the signing party or parties are to be typewritten or printed under all signatures of the contract.

2. If the contract is signed by the secretary of the corporation, the above certificate must be executed by some other officer of the corporation, under the corporate seal. In lieu of the foregoing certificate, there may be attached to the contract copies of so much of the records of the corporation and will show the official character and authority of the officers signing, duly certified by the secretary or assistant secretary under the corporate seal to be true copies.

3. If the Contractor is operating as a partnership, each partner must sign the contract, or if not signed by each partner, there must be attached to the contract a duly authenticated power of attorney evidencing the signer's (signers') authority to sign such contract and on behalf of the partnership.

4. If the Contractor is an individual, the trade name (if the Contractor is operating under a trade name) must be indicated in the contract and the contract must be signed by such individual. If signed by someone other than the Contractor, there must be attached to the contract a duly authenticated power of attorney evidencing the signer's authority to execute such contract for and in behalf of the Contractor.

5. If an LLC, the contract must be signed by a member of the LLC. If signed by someone other than the member, there must be attached to the contract the duly authenticated power of attorney evidencing the signer's authority to execute such contract for and on behalf of the contractor.