MICHIGAN DEPARTMENT OF NATURAL RESOURCES - OFFICE OF LAND AND FACILITIES

MINOR CONSTRUCTION PROJECT BID PACKAGE

Issued by Authority of The Michigan Department of Natural Resources

This is an invitation for a sealed bid for furnishing labor, material, supplies and equipment to complete the project detailed on the Proposal and Contract Form and in the attached specifications. Bid security performance bond and labor and material bond **are not** required for this project.

The State reserves the right to award to that responsive and responsible bidder offering the best value to the State for the quality of the service to be supplied, conformity with specifications and suitability to the requirements of the State, or to reject any and all bids in whole or in part if the best interest of the State will be served.
It is the vendor's responsibility to read, understand and follow the Instructions To Bidders, General Conditions and General Requirements attached to this packet.

Questions regarding these terms should be directed to:	
The Issuing Officer: **PATRICK AVENDT**	Telephone No.: **(517) 373-9902**
Address: **OFFICE OF LAND AND FACILITIES** **MICHIGAN DEPARTMENT OF NATURAL RESOURCES** **STEVENS T. MASON BUILDING – 8TH FLOOR** **530 WEST ALLEGAN STREET** **P.O. BOX 30033** **LANSING, MICHIGAN 48909** (This Zip Code for P.O. Box only.) (Street Address Zip Code is 48933.)	

Questions regarding the project should be directed to:		
Site Contact/Project Manager's Name: MR. JASON PETERSON	Telephone Number: Cell: (906) 869-9516	
Division/Office Name: DNR OFFICE OF LAND AND FACILITIES		
Field Unit Name: DNR ISHPEMING FIELD OFFICE		
Street Address of Park Headquarters: 1985 HIGHWAY U.S. 41 WEST		
City: ISHPEMING	State: MI	ZIP: 49849

This Bid Package contains:
A. This instructional cover sheet
B. Three copies of the "Proposal and Contract for DNR" (Form PR-1625).
C. Instructions to Bidders, General Conditions, General Requirements
D. Technical specification and other attachments, if any required.
E. "Sealed Bid" Envelope (Addressed to the MICHIGAN DEPARTMENT OF NATURAL RESOURCES)

THE ATTACHED CONTRACT DOCUMENTS ARE FOR: Bid Number**: 02-5640**

PROJECT LOCATION (location where the work is being done)	COUNTY:
DNR ISHPEMING FIELD OFFICE	MARQUETTE
NAME OF CONSTRUCTION PROJECT: REPLACE TWO (2) BOILERS	
MANDATORY PRE-BID OPEN HOUSE: TUESDAY, JUNE 16, 2009 AT 10:00 A.M. EDT AT THE FIELD OFFICE, 1985 Hwy. U.S. 41 West, Ishpeming, MI	

BID OPENING:	DATE: **FRIDAY, JUNE 26, 2009**	TIME (local time): **2:00 P.M. EDT**

TO BID FOR THIS WORK, SUBMIT A PROPOSAL FOLLOWING THE INSTRUCTIONS BELOW.

1) Complete the "bidder's" portion on the "Proposal and Contract for DNR" (Form PR-1625).
   - **DO NOT** change the bid form or qualify the bid. Only bid on the contract as written. If the bidder wishes to alter the bid price, it may be done by sending in the amount of change (addition or reduction) to the original bid by the bid opening time. The original bid sum must not be revealed. Bid prices must be good for sixty days.
2) If an Addendum was issued, confirm receipt by returning two signed copies.
3) Seal two completed copies of the "Proposal and Contract for DNR" (Form PR-1625) in an envelope.
4) On the "Sealed Bid" Envelope provided, ensure that the following information is completed on the label:
   a) Bid number b) Bid opening date and time c) That the actual bid is enclosed

- It is the responsibility of the bidder to ensure that correctly identified bids are delivered on time. The Michigan DNR can not be responsible for mail delivery services.
- On or before the due date and time specified on the "Proposal and Contract for DNR" (Form PR-1625), sealed bids must be received and time stamped at 530 WEST ALLEGAN STREET-8th FLOOR, LANSING MI 48933, to be considered as on time.
- The bids will be publicly opened and read aloud. Bid results will be available to the public after the opening.

MICHIGAN DEPARTMENT OF NATURAL RESOURCES – OFFICE OF LAND AND FACILITIES

PROPOSAL AND CONTRACT for DNR

Submittal of this information constitutes a valid proposal as required by Authority of Act 431, PA 1984, to provide the services as specified.

BID OPENING DATE and TIME:	CONTACT INFORMATION FOR EXAMINATION OF PREMISES AND WORKING CONDITIONS AT THE SITE		For DNR Issuing Officer
FRIDAY, JUNE 26, 2009 2:00 p.m. Local Time	Site Contact/Project Manager's Name: MR. JASON PETERSON	Telephone Number: Cell: (906) 869-9516	CONTRACT NO.
	PROJECT NUMBER: **02-5640**		COMMODITY CODE:

DEPARTMENT(751):	DIVISION /OFFICE NAME	FIELD UNIT NAME
DNR -	OFFICE OF LAND AND FACILITIES	ISHPEMING FIELD OFFICE

PROJECT LOCATION (WORK SITE)	PROJECT NAME
Ishpeming Field Office, 1985 Hwy. US-41 West, Ishpeming, MI	REPLACE TWO (2) BOILERS

SCOPE OF WORK: The Work to be completed under this contract includes: Providing all labor, materials, and equipment to replace two (2) boilers and related items as specified herein, at the DNR Ishpeming Field Office, Ishpeming, Marquette County, Michigan. Contractor is responsible for all necessary permits. DNR Staff shall perform some removal work. Contractor shall work closely with DNR staff to stage the work. **Mandatory pre-bid meeting:** Tuesday, June 16, 2009 at 10:00 a.m. EDT at the field office .

Time of Completion: Upon acceptance of the Proposal and Contract by the State, the Contractor agrees to complete all work **within eight (8) weeks after award of contract.**

BIDDER's Section: (See attached Instructions To Bidders, General Conditions And General Requirements.)

- Do Not Alter or Qualify This Proposal and Contract. This Proposal May Be Rejected If This Form Is Altered or Qualified.

BIDDER 'S NAME AND COMPLETE ADDRESS	TELEPHONE NUMBER
STREET ADDRESS	FEDERAL I.D. NUMBER (if none, SOCIAL SECURITY NUMBER) (Protected information required for processing payments)
CITY STATE ZIP CODE	

Base Proposal Sum: $ _____ (This figure shall be valid for a period of sixty (60) days from the Bid Opening Date.)

NOTE: BID GUARANTEE & BONDS ARE NOT REQUIRED ON THIS PROJECT.

Bidder Acknowledges receipt of the following addenda: _____ Dated: _____

We propose to furnish all labor, materials, equipment, tools, and services required to complete the work in accordance with the specifications and conditions contained herein in consideration of the sum(s) stated above and agree that this document and attached General Terms and Requirements will constitute the contract if accepted by the State.

Signatures and Authorizations: *Bids may be rejected as being incomplete without this authorization*

- ***Corporations*** *shall include with the bid, a copy of the resolution giving the person signing the bid, power to bind the company in a legal contract.*
- ***Partnerships*** *may have all partners sign this "Proposal and Contract for DNR" (Form PR-1625) or may submit a Power of Attorney.*
- ***Sole proprietorships*** *need only to have their signatures witnessed.*

BIDDER'S SIGNATURE (s)	DATE
WITNESS' SIGNATURE	DATE

Submit 2 copies of this Proposal To:

OFFICE OF LAND AND FACILITIES
MICHIGAN DEPARTMENT OF NATURAL RESOURCES
STEVENS T. MASON BUILDING – 8TH FLOOR
530 WEST ALLEGAN STREET
P.O. BOX 30033
LANSING, MICHIGAN 48909 (This Zip Code for P.O. Box only.)

ACCEPTANCE: THIS PROPOSAL IS ACCEPTED BY THE STATE OF MICHIGAN

DNR ISSUING OFFICER'S SIGNATURE	DATE
WITNESS' SIGNATURE	DATE

INSTRUCTIONS TO BIDDERS

1. **Preparation of Bid:** Execute bid fully and properly. Submit in duplicate on this form in a sealed envelope to this office.

2. **Signatures:** All bids, notifications, claims, and statements must be signed as follows:

   a. Corporations: Signature of official shall be accompanied by a certified copy of the resolution of the Board of Directors authorizing the individual signing to bind the corporation.

   b. Partnerships: Signature of one partner shall be accompanied by a **certified** copy of the power of attorney authorizing the individual signing to bind all partners. If bid is signed by **all** partners, no authorization is required.

   c. Individual: No authorization is needed. Each signature must be witnessed.

3. The bidder acknowledges the right of the owner to reject any or all bids and to waive any informality or irregularity in any bid received. In addition. the bidder recognizes the right of the owner to reject a bid:

   a. if the bid is in any way incomplete or irregular;

   b. if the bidder's performance as a contractor was unsatisfactory under a prior contract for the construction, repair, modification or demolition of a facility with the owner, or a contractor in privity of contract with the owner, which was funded, directly or indirectly, by the owner;

4. It is the intent of the owner to award a contract to the lowest responsible bidder, provided the bid has been submitted in accordance with the requirements of the bidding documents, and does not exceed the funds available.

5. Individuals needing special services to fully participate in the bidding process due to a physical challenge may contact the building superintendent or the facility manager.

6. **Electronic Funds Transfer Payment** Public Act 533 of 2004 requires all vendors doing business with the State of Michigan to receive payment by electronic funds transfer (EFT) for services and goods provided to the State. Please log on to the contractor and payment website at www.michigan.gov/cpexpress to register your company or you may contact the C&P Express Help Desk toll-free at 888-734-9749

7. **Interpretation of Contract Documents:** If any person contemplating submitting a bid for this project is in doubt as to the true meaning of any part of the drawings, specifications or other contract documents, he/she may submit a written request to the director for an interpretation not later than nine days prior to due date of bids. The person submitting the request will be responsible for its prompt delivery. An interpretation of the documents will be made by the requesting office and an addendum issued and mailed or delivered to each person who has received a set of drawings and specifications. All addenda issued shall be made a part of the contract requirements. The state will not be responsible for any other explanation or interpretation of the contract documents.

8. **Substitution of Materials:** Any bidder wishing to use manufacturers or materials other than those specified shall submit a written request to the director not later than nine days prior to due date for bids. Request shall be accompanied by product data to permit evaluation and comparison with specified products or materials. The person submitting the request will be responsible for its prompt delivery. An examination and evaluation of product data will be made by the state unit and, if found acceptable, an addendum will be issued and mailed or delivered to each person who has received a set of drawings and specifications. All addenda issued shall be made a part of the contract requirements.

9. **Time of Completion:** Upon acceptance by the state of the Proposal and Contract, the contractor agrees to complete all work required in the time frame required on the Proposal and Contract.

10. **Michigan Products and Recycled Products:** All contractors and suppliers are encouraged to provide Michigan-made products and/or recycled products whenever possible where price, quality, and performance are equal to, or superior to, non-Michigan products and the requirements of the contract documents.

11. **Rejection:** The state reserves the right to reject any bids and to waive any defects in bids.

12. **Contract:** Upon acceptance by the state, this document will constitute the contract and the executed duplicate will be returned to the contractor. The contract shall not be in force until the contractor has complied with all of the requirements of insurance.

GENERAL CONDITIONS

1. **Definitions: "State",** the State of Michigan; "**Director**", the director of the State Unit or his/her authorized representative; "**State Unit**", any state department, board, commission or institution; "**Contractor**", the bidder whose proposal is accepted by the state; "**Notification**", written notice delivered in person or by mail; "**Contract Documents**", this document and supplemental specifications and drawings.

2. **Unfair Labor Practice:** Public Act No. 278 of 1980 prohibits the state from awarding a contract or subcontract to an employer who has been found in contempt of court by a Federal Court of Appeals, on not less than three occasions involving different violations during the preceding seven years, for failure to correct an unfair labor practice as prohibited by Section 8 of Chapter 372 of the National Labor Relations Act, 29 U.S.C. 158. A contractor for the state may not, in relation to that contract subcontract with such an employer.

3. **Safety Regulations:** The contractor shall conform to the "General Safety Rules and Regulations" for the

construction industry, as prescribed by the Construction Safety Commission, Department of Labor and Economic Growth, Bureau of Safety and Regulations, Lansing, Michigan, and the Occupational Safety and Health Standards of the United States Department of Labor. This shall be made a condition of each subcontract entered into pursuant to the contract.

4. **Taxes:** The contractor shall include and be deemed to have included in the bid and contract price all Michigan sales and use taxes currently imposed by legislative enactment and as administered by the Michigan Department of Treasury's Revenue Division on the bid date.

5. **Nondiscrimination:** For all state contracts for goods or services in amount of *$5,000 or* more, or for contracts entered into with parties employing three or more employees; in connection with the performance of work under this contract, the contractor shall comply with all published rules, regulations, directives, and orders of the Michigan Civil Rights Commission relevant to Section 6, 1976 PA 453 as amended, which may be in effect at the time of bidding for any individual State project.

6. **Conflicts and Omissions:** The intent of the contract documents is to provide everything necessary for the proper execution of the work. In case of conflict, the work shall not proceed until a decision has been agreed upon by all parties concerned.

7. **Royalties, Patents, Notices, and Fees:** Contractor shall give all notices and pay all royalties, building permits, and fees. He/she shall defend all suits or claims for infringement of any patent rights and shall save the state harmless from loss on account thereof. He/she shall comply with all laws, ordinances, and codes applicable to any portion of the work.

8. **Examination of Premises:** Bidder shall familiarize himself/herself with local conditions affecting the job. He/she shall take his/her own measurements and be responsible for the correctness of same. Bidder shall be held to have made such examinations and no allowances will be made in his/her behalf by reason of error or omission on his/her part. If any part of the contractor's work depends for proper results upon existing work or the work of another contractor, the contractor shall notify the director before commencing work of any defects that will affect the results. Failure to so notify the director will constitute his/her acceptance of the conditions.

9. **Working Conditions:** All work shall be done in accordance with all regulations governing the state unit wherein the work is to be performed and with minimum possible interference with the proper functioning of the activities of that state unit. Materials, tools, equipment, etc., shall be confined so as not to unduly encumber the premises. Each bidder shall be held to have visited the site and checked with the authorities the working conditions and the methods of carrying out the work and to have included in his/her proposal all costs for meeting such working conditions.

10. **Materials:** Unless otherwise specified, all materials shall be new and of the best grade of the representative kinds for the purpose.

    a. Whenever material, an item of equipment, or a system is described by a performance specification, written as a proprietary product, or uses the name of a manufacturer or vendor, the term "or equal' if not inserted, shall be implied.

11. **Permits:** The Owner has acquired the necessary permit for this project.

    All work shall be executed in accordance with the State of Michigan's Construction Codes, except where work is specified or shown to be above such standard. The work shall be executed in conformity with the drawings and these specifications.

    If the contractor performs any work knowing it to be contrary to the State of Michigan's Construction Codes, the contractor shall assume full responsibility and shall bear all attributable costs.

12. **Employees and Superintendence:** Contractor shall enforce good order among his/her employees and shall not employ on the work any disorderly, intemperate, or unfit person or anyone not skilled in the work assigned to him/her. Contractor or a competent person having authority to act for him/her shall be at the work at all times. He/She shall have the plans and specifications available on the site at all times.

    a. Michigan Residency: Pursuant to 1988 PA 504, *50* percent of the persons working on this project and employed by the prime contractor or subcontractors shall have been residents of the State of Michigan for not less than one year before beginning work.

13. **Other Contracts:** The state may let other contracts in connection with the work and the contractor shall properly connect and coordinate his/her work with the work of such other contractors. The state shall not be liable for any damages or increased costs occasioned by the failure of other contractors to execute their work as may be anticipated by these documents.

14. **Protection:** The contractor shall be responsible for the protection of state property during the period of construction and shall exercise care to prevent damage to structures, utility services, storm and sanitary drainage systems, lawns, trees, plant material, fences, walks, drives, roadways, and other improvements in and adjacent to the area of work under the contract.

15. **Insurance:** No work connected with this contract shall be started until the contractor has submitted original signed certificates of insurance covering general liability and workers' compensation indicating (a) all workers are insured to protect him/her from claims for damages for personal injury or death which may arise from operations under this contract as required by Michigan statute and that (b) he/she has the following liability insurance coverage: Commercial General Liability limits shall be $2,000,000.00 each occurrence, $2,000,000.00 general aggregate, $2,000,000.00 products and completed

operations aggregate, $1,000,000.00 personal and advertising injury. Commercial Automobile Liability limits shall be $2,000,000.00 combined single limit, $1,000,000 Each Occurrence Limit, $500,000 Fire Damage Limit (any one fire). All of the above insurance shall be maintained during the life of this contract. Partial payments shall not relieve the contractor from full responsibility for any damage which may result from any cause including fire or other casualty until completion of the contract and final payment. Any casualties shall not relieve the contractor from performing the contract.

Insurance Companies must have a rating of "A—" or better as listed by A.M. Best Company. The State of Michigan must be named as an additional insured.

16. **Michigan Right-to-Know Law:** All contractors must conform to the provisions of the Michigan Right-to-Know Law, 1986 PA 80 which requires employers to:

    a. develop a communication program designed to safeguard the handling of hazardous chemicals through labeling of chemical containers and development and availability of Material Safety Data Sheets;

    b. provide training for employees who work with these chemicals.

    c. develop a written hazard communications program.

17. **Changes:** Contractor shall make changes in the contracted work only as ordered in writing by the director.

18. **Inspection:** Contractor shall at all times permit and facilitate inspection of the work by the director. The state unit will designate an inspector for this contract. It will be the responsibility of this contractor to notify the inspector of the date operations are to start and to contact the inspector periodically during the course of the work to insure that work is being performed in accordance with the conditions of this contract.

19. **Termination for Breach:** The state may terminate this contract when violations are not stopped immediately and corrected within a reasonable length of time after notification by the director or when the approved progress schedule is not met because of failure of the contractor to prosecute the work. In the event of such termination, the state may complete the contracted work and the contractor will be liable for any excess cost occasioned the state thereby and in such case the state may take possession of and utilize in completing the work such materials and equipment as may be on the site and necessary.

20. **Clean Up:** Contractor shall at all times keep the premises free from accumulations of waste material or rubbish caused by his/her employees or work and at the completion of the work. he/she shall remove all his/her waste, tools, equipment, staging and surplus materials from the structure and grounds and leave his/her work clean and ready for use.

21. **Guarantee:** Contractor shall furnish the state with a written guarantee to remedy any defects due to faulty materials or labor which appear in the work within one year from the date of final acceptance by the state.

22. **Payment:** Payment for the work will be made in one sum at the completion of the contract except that a single progress payment may be made at any time during the construction period for the value of the work completed, except in no case shall the amount of the payment exceed 50 percent of the value of the contract. If contractor expects to request partial payment, he/she shall submit a schedule of costs and quantities of the various parts of the work aggregating the total contract sum, such as the director may request. When requested, the contractor shall submit a statement based upon this schedule, itemized and supported as the director may require. Contract will not be considered complete until the work has been accepted as final by the state unit and the director and the attached "Guarantee and Statement" (DMB-437) has been completed and signed by the contractor. Payments will be made within 30 days after the Director has certified to the Owner that work is in place in the portion of the facility covered by the applicable request for payment in accordance with the Contract documents. Process of progress payments by the Owner may be deferred by the Owner until Work having a prior sequence, as provided in the Contract documents, is in place and is approved. Each Application of Payment shall certify that all monies owed by the Contractor to Subcontractors and Suppliers for which payment previously has been sought have been paid from the payments received.

23. **Prevailing Wage Rates:** The Prevailing Wage Law, Act 166 of the Public Acts of 1965 is applicable to this Contract. By law, prevailing wage rates are the rates contained in collectively bargained agreements covering the location of the state project. The purpose of establishing prevailing wage rates is to provide rates of pay for workers on construction projects for which the state or a school district is the contracting agent and which is financed or supported by the state. The Prevailing Wage Law requires that every contractor and subcontractor shall post a copy of all prevailing wage and fringe benefit rates prescribed in the contract at the construction site. An accurate record showing the name and occupation of and the wages and benefits paid to each construction mechanic must be kept by the employer and available for inspection by the department. Please pay special attention to the overtime requirements. A worker who believes he or she has not been paid the prevailing wage rate on a state project may file a complaint with the Wage Hour Administration, Bureau of Safety and Regulation, Department of Labor and Economic Development, 7150 Harris Drive, P.O. Box 30476, Lansing, Michigan 48909-7976, Phone: (517) 322-1825.

24. **Protection of Utility Services:** It is a requirement of this Contract, in accordance with Public Act 53 of 1974, as amended, that the Contractor give notice of construction intent to public utilities. "Miss Dig" (telephone number 1-800-482-7171, toll free) shall be notified a minimum of 72 hours (three working days) prior to construction activities. The Contractor shall provide for the protection of all public utility underground and above ground facilities that are to remain. Damage to any such utility services resulting from the Contractor's operations shall be

repaired or replaced by the Contractor without additional cost to the State.

GENERAL REQUIREMENTS

1. The state unit will provide the following work:

   a. **State Salvage:** The state reserves the right to salvage certain items and equipment. Such items will be identified to the bidder at the time of his/her inspection of the proposed work. Salvaged items will be removed by state prior to commencement of work under the contract.

   b. **Moving Furnishings and Equipment:** The contractor shall give timely notice to state unit of all furnishings, window covering and movable equipment that will interfere with his/her work or which the contractor cannot protect with coverings of paper, plastic, drop cloths or clean tarpaulin. The contractor shall furnish, install. maintain and remove all coverings used to protect furnishings. window coverings and movable equipment.

2. **Project Coordination:**

   a. Prior to beginning work the contractor shall **meet** with the state unit and arrange the schedule for the project. Once the project is started, it shall be carried to completion without delay.

   b. Any building utility service interruptions or outages required by the contractor in performing the work shall be prearranged with the staff of the state unit and shall occur only during those scheduled times.

3. **Cutting and Patching:**

   a. The contractor shall do all cutting, fitting or patching of the work that may be required to make its several parts fit together properly or make new work join with the existing structure. The contractor shall take proper precautions so as not to endanger any existing work. The contractor shall not cut or alter existing structural members or foundations.

   b. Holes or openings cut in exterior walls and roofs for installation of materials or equipment shall be waterproofed by appropriate, approved materials and methods.

   c. All adjacent finished surfaces that are damaged by the new work shall be patched with materials matching existing surfaces. Joints between patched and existing material shall be straight smooth and flush. All patching material shall be applied by workers skilled in its installation.

4. **Mechanical Alteration Procedures:**

   a. All work which will necessitate shutting down of existing mechanical equipment or systems shall be made at such time as will not interfere with the normal use of the existing building.

   b. Any cutting of floors, walls, roofs or ceilings required to run new work or remove old shall be performed by the contractor requiring same and all patching on his/her work shall be done by the contractor to full satisfaction of the state unit.

   c. All piping in existing building shall be run concealed as far as practical in pipe spaces, ceiling spaces, tunnels, crawl spaces or similar areas, except as approved or directed by the state unit.

5. **Project Meetings:**

   a. **Preconstruction Conferences:** The state unit may schedule a preconstruction conference to be attended by the, state unit staff, and the contractors. Once the project has been started, the contractor shall carry it to completion without delay.

   b. **Meetings:** The state unit may schedule meetings to be held on the job site whenever needed to supply information necessary to prevent job interruptions, to observe the work or to inspect completed work. The contractor shall be represented at each meeting by persons with full authority to act for the contractor in regard to all portions of the work.

6. **Shop Drawings and Project Data:**

   a. Before the delivery of any material or equipment to the job site, the contractor shall submit to the state unit a complete list of material suppliers, subcontractors, and brand names of all materials proposed to be used in the project.

   b. The contractor shall check and verify all field measurements and shall submit to the state unit a minimum of five copies of shop drawings, product data catalogs, material schedules, safety data sheets, etc. Following examination by the state unit, three copies will be retained for the state's use and the remaining copies will be returned to the contractor with indication of approval or with notations for correction.

7. **Temporary Utilities:**

   a. The contractor shall furnish and install all temporary facilities and controls required by the work, shall remove them from state property upon completion of the work, and the grounds and existing facilities shall be restored to their original condition.

   b. Water and electricity will be available in the area where work will be performed. The contractor will not be charged for reasonable use of these services for construction operation. The contractor shall pay costs for installation and removal of any temporary connections including necessary safety devices and controls. Use of services shall not disrupt or interfere with operations of the state unit.

   c. Temporary Sanitary Facilities: The state unit will designate a permanent toilet facility on the premises for use by a personnel employed in the work. The contractor shall repair any damage to the toilet facility caused by his/her employees.

   d. Heating units if required shall be of type approved by the state unit. Equipment and surroundings shall be kept clean and in safe condition All direct fired space

heaters, if used, shall be vented directly to the outside. The contractor shall pay for all fuel and/or electricity used for temporary heat.

8. **Construction Aids:**

   a. The contractor shall furnish, install, and maintain as long as necessary and remove when no longer required, safe and adequate scaffolding, ladders, staging, platforms, chutes, railings, hoisting equipment, etc., as required for proper execution of the work. All construction aids shall conform to federal, state, and local codes or laws for protection of workers and the public.

   b. **Debris Chute:** The contractor shall use a chute to lower debris resulting from his/her work. The chute shall be the enclosed type with its discharge directly into the truck.

9. **Barriers and Enclosures:** The contractor shall furnish, install and maintain as long as necessary and remove when no longer required adequate barriers, warning signs or lights at all dangerous points throughout the work for protection of property, workers and the public. The contractor shall hold the State of Michigan harmless from damage or claims arising out of any injury or damage that may be sustained by any person or persons as a result of the work under the contract.

10. **Contract Close Out:**

    a. **Substantial Completion:** The contractor shall notify the state unit when the work will be substantially complete and ready for inspection and preparation of a list of minor replacement, correction and adjustment items. The contractor shall be represented on the job site at the time this inspection is made and thereafter shall complete all work by the date set for final acceptance by the owner.

    b. **Cleaning:**

       (1) **Regular Cleaning:** All scrap or removed material, debris or rubbish shall be regularly removed from the project at the end of each working day. No discarded material shall be deposited on the grounds of the state unit without the express permission of the physical plant engineer or administrative officer. No salvage or surplus material may be sold on the premises of the state unit.

       (2) **Final Cleaning:** Just prior to final acceptance by the state unit, the contractor shall clean all of the work and existing surfaces, building elements and contents that were soiled by his/her operations and make repairs for any damage or blemish that was caused by the work.

11. **Project Record Documents:** The contractor shall furnish to state unit with the request for final payment reproducible drawings or plans, and any sections or details necessary, clearly showing the actual path and location of material and equipment installed in this project.

12. **Warranties:** The contractor shall forward to the state unit Form PR-1628E covering statements concerning guarantee and indebtedness, and any other special warranties or requirements of the contract documents.

DIVISION FIFTEEN - MECHANICAL

BOILER REPLACEMENT SECTION 15600

PART ONE - GENERAL

1.01 DESCRIPTION

A. Work included: The work covered by this Section consists of furnishing and installing Replacement boilers, boiler trim, boiler specialties and all components required to connect to existing hydronic system as required to provide a complete and properly operating hydronic heating system.

1.02 QUALITY ASSURANCE

A. Codes and Standards - In addition to complying with the specified requirements, comply with pertinent regulations of governmental agencies having jurisdiction.

B. In the event of conflict between or among specified requirements and pertinent regulations, the more stringent requirement will govern when so directed by the Field Engineer.

1.03 SUBMITTALS

A. Comply with pertinent provisions of Division One.

B. Shop Drawings:

1. Submit shop drawings for approval before purchase on all items listed in Part Two - Products

2. Upon completion of the work of this Section, deliver to the Architect/Engineer, two copies of an operation and maintenance manual and complete wiring diagrams where applicable, for all associated items of the hydronic heating system listed in Part Two of this Section.

3. If the Contractor provides equipment (approved equal by the engineer) other than that upon which the design is based, it shall be his responsibility to coordinate its installation with the space available. He shall also pay for any changes caused as a result of this substitution.

PART TWO - PRODUCTS

2.01 BOILERS

A. Provide and Install (2) Weil McLain Ultra-310, Natural Gas, Modulating 92-98% efficient, 310,000 BTU condensing boilers. Boilers shall be interfaced to modulate together. Removal of old boiler is by others.

2.02 BOILER TRIM SHALL INCLUDE BUT NOT LIMITED TO:

A. (1) Expansion Tank.

B. (1) Fill valve with backflow prevention valve.

C. (2) Low water cutoff control.

D. (2) Secondary high temperature limit.

E. (2) Air purge with automatic vent.

F. (4) Taco circulating pumps.

G. (4) Sets ball valve pump flanges.

H. (2) Condensation removal pumps.

I. (2) PVC plastic intake/exhaust venting systems.

2.03 CONTROLS

A. Boilers shall utilize and connect to existing boiler and hydronic system controls.

PART THREE - EXECUTION

3.01 TESTING, ADJUSTMENTS AND BALANCING

A. All tests required under Michigan State Codes shall be accomplished by this contractor.

B. All parts of new boiler system and associate equipment shall be tested and adjusted to work properly and be left in good operating condition.

C. All defects disclosed in the work by test or otherwise shall be corrected without additional cost to the Owner.

D. Tests shall be repeated after corrections have been made until satisfactory results are achieved.

E. All repairs to piping systems shall be make with new materials. No caulking on screwed joints, cracks or holes will be acceptable.

F. After the testing has been completed and the installation declared satisfactory provide proper adjustments to leave system in an acceptable good operating condition.

3.02 OPERATING INSTRUCTIONS

A. The Contractor shall provide operating instructions, repair parts lists, equipment manuals and automatic control diagrams. Written instructions, diagrams and parts lists shall be framed and glazed for wall or board mounting.

END OF SECTION

STATE OF MICHIGAN

JENNIFER M. GRANHOLM
GOVERNOR

DEPARTMENT OF ENERGY, LABOR & ECONOMIC GROWTH
LANSING

STANLEY "SKIP" PRUSS
DIRECTOR

REQUIREMENTS OF THE PREVAILING WAGES ON STATE PROJECTS ACT, PUBLIC ACT 166 OF 1965

The Michigan Department of Labor & Economic Growth determines prevailing rates pursuant to the Prevailing Wages on State Projects Act, Public Act 166 of 1965, as amended. The purpose of establishing prevailing rates is to provide minimum rates of pay that must be paid to workers on construction projects for which the state or a school district is the contracting agent and which is financed or financially supported by the state. By law, prevailing rates are compiled from the rates contained in collectively bargained agreements which cover the locations of the state projects. The official prevailing rates provide an hourly rate which includes wage and fringe benefit totals for designated construction mechanic classifications. The overtime rates also include wage and fringe benefit totals. Please pay special attention to the overtime and premium pay requirements. Prevailing wage is satisfied when wages plus fringe benefits paid to a worker are equal to or greater than the required rate.

State of Michigan responsibilities under the law:

- The department establishes the prevailing rate for each classification of construction mechanic ***requested by a_contracting agent*** prior to contracts being let out for bid on a state project.

Contracting agent responsibilities under the law:

- If a contract is not awarded or construction does not start within 90 days of the date of the issuance of rates, a re-determination of rates must be requested by the contracting agent.
- Rates for classifications needed but not provided on the Prevailing Rate Schedule, ***must*** be obtained ***prior*** to contracts being let out for bid on a state project.
- The contracting agent, by written notice to the contractor and the sureties of the contractor known to the contracting agent, may terminate the contractor's right to proceed with that part of the contract, for which less than the prevailing rates have been or will be paid, and may proceed to complete the contract by separate agreement with another contractor or otherwise, and the original contractor and his sureties shall be liable to the contracting agent for any excess costs occasioned thereby.

Contractor responsibilities under the law:

- Every contractor and subcontractor shall keep posted on the construction site, in a conspicuous place, a copy of all prevailing rates prescribed in a contract.
- Every contractor and subcontractor shall keep certified payrolls, as used in the industry, of each and every construction mechanic, and verification of such certified payroll in writing by either a representative or auditor/certified accountant at the end of such a certified payroll. These records should include the occupation and indicate the hours worked on each project for each classification and the actual wages and benefits paid. This record shall be available for reasonable inspection by the contracting agent or the department.
- Each contractor or subcontractor is separately liable for the payment of the prevailing rate to its employees.
- The prime contractor is responsible for advising all subcontractors of the requirement to pay the prevailing rate prior to commencement of work.
- The prime contractor is secondarily liable for payment of prevailing rates that are not paid by a subcontractor.
- A construction mechanic shall only be paid the apprentice rate if registered with the United States Department of Labor, Bureau of Apprenticeship and Training and the rate is included in the contract.

Enforcement:

A person who has information of an alleged prevailing wage violation on a state project may file a complaint with the Wage & Hour Division. The department will investigate and attempt to resolve the complaint informally. During the course of an investigation, if the requested records and posting certification are not made available in compliance with Section 5 of Act 166, the investigation will be concluded and a referral to the Office of Attorney General for civil action will be made. The Office of Attorney General will pursue costs and fees associated with a lawsuit if filing is necessary to obtain records.

A violation of Act 166 may result in the contractor's name being added to the Prevailing Wage Act Violators List published on the division's website, updated monthly. This list includes the names and addresses of contractors and subcontractors the division has found in violation of Act 166 based on complaints from individuals and third parties. The Prevailing Wage Act Violators List is intended to inform contracting agents of contractors that have violated Act 166 for use in determining who should receive state-funded projects.

DELEG is an equal opportunity employer/program.
Auxiliary aids, services and other reasonable accommodations are available upon request to individuals with disabilities.

WAGE & HOUR DIVISION
P.O. BOX 30476 • LANSING, MICHIGAN 48909-7976
www.michigan.gov/wagehour • (517) 335-0400 • FAX (517) 335-0077

STATE OF MICHIGAN

JENNIFER M. GRANHOLM
GOVERNOR

DEPARTMENT OF LABOR & ECONOMIC GROWTH
LANSING

KEITH W. COOLEY
DIRECTOR

Michigan Department of Energy, Labor & Economic Growth *Wage & Hour Division*

OVERTIME PROVISIONS for MICHIGAN PREVAILING WAGE RATE SCHEDULE

1. Overtime is represented as a nine character code. Each character represents a certain period of time after the first 8 hours Monday thru Friday.

	Monday thru Friday	Saturday	Sunday & Holidays
First 8 Hours		4	8
9th Hour	1	5	
10th Hour	2	6	
Over 10 hours	3	7	

Overtime for Monday thru Friday after 8 hours:
the 1st character is for time worked in the 9th hour *(8.1 - 9 hours)*
the 2nd character is for time worked in the 10th hour *(9.1 - 10 hours)*
the 3rd character is for time worked beyond the 10th hour *(10.1 and beyond)*

Overtime on Saturday:
the 4th character is for time worked in the first 8 hours on Saturday *(0 - 8 hours)*
the 5th character is for time worked in the 9th hour on Saturday *(8.1 - 9 hours)*
the 6th character is for time worked in the 10th hour *(9.1 - 10 hours)*
the 7th character is for time worked beyond the 10th hour *(10.01 and beyond)*

Overtime on Sundays & Holidays
The 8th character is for time worked on Sunday or on a holiday

Four Ten Hour Days
The last character indicates if an optional 4-day 10-hour per day workweek can be worked without paying overtime after 8 hours worked.

2. Overtime Indicators Used in the Overtime Provision:
H - means TIME AND ONE-HALF due
X - means TIME AND ONE-HALF due after 40 HOURS worked
D - means DOUBLE PAY due
Y - means YES an optional 4-day 10-hour per day workweek can be worked without paying overtime after 8 hours worked
N - means NO an optional 4-day 10-hour per day workweek *can not* be worked without paying overtime after 8 hours worked

3. EXAMPLES:
HHHHHHHDN - This example shows that the 1½ rate must be used for time worked after 8 hours Monday thru Friday *(characters 1 - 3);* for all hours worked on Saturday, 1½ rate is due *(characters 4 - 7).* Work done on Sundays or holidays must be paid double time *(character 8).* The N *(character 9)* indicates that 4 ten-hour days is not an acceptable workweek at regular pay.

XXXHHHHDY - This example shows that the 1½ rate must be used for time worked after 40 hours are worked Monday thru Friday *(characters 1-3);* for hours worked on Saturday, 1½ rate is due *(characters 4 – 7).* Work done on Sundays or holidays must be paid double time *(character 8).* The Y *(character 9)* indicates that 4 ten-hour days is an acceptable alternative workweek.

(REV 01/14/09)

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ENGINEERS - CLASSES OF EQUIPMENT LIST

UNDERGROUND ENGINEERS

CLASS I

Backfiller Tamper, Backhoe, Batch Plant Operator, Clam-Shell, Concrete Paver (2 drums or larger), Conveyor Loader (Euclid type), Crane (crawler, truck type or pile driving), Dozer, Dragline, Elevating Grader, End Loader, Gradall (and similar type machine), Grader, Power Shovel, Roller (asphalt), Scraper (self propelled or tractor drawn), Side Broom Tractor (type D-4 or larger), Slope Paver, Trencher (over 8' digging capacity), Well Drilling Rig, Mechanic, Slip Form Paver, Hydro Excavator.

CLASS II

Boom Truck (power swing type boom), Crusher, Hoist, Pump (1 or more 6" discharge or larger gas or diesel powered by generator of 300 amps or more, inclusive of generator), Side Boom Tractor (smaller than type D-4 or equivalent), Tractor (pneu-tired, other than backhoe or front end loader), Trencher (8' digging capacity and smaller), Vac Truck.

CLASS III

Air Compressors (600 cfm or larger), Air Compressors (2 or more less than 600 cfm), Boom Truck (non-swinging, non-powered type boom), Concrete Breaker (self-propelled or truck mounted, includes compressor), Concrete Paver (1 drum, ½ yard or larger), Elevator (other than passenger), Maintenance Man, Mechanic Helper, Pump (2 or more 4" up to 6" discharge, gas or diesel powered, excluding submersible pump), Pumpcrete Machine (and similar equipment), Wagon Drill Machine, Welding Machine or Generator (2 or more 300 amp or larger, gas or diesel powered).

CLASS IV

Boiler, Concrete Saw (40HP or over), Curing Machine (self-propelled), Farm Tractor (w/attachment), Finishing Machine (concrete), Firemen, Hydraulic Pipe Pushing Machine, Mulching Equipment, Oiler (2 or more up to 4", exclude submersible), Pumps (2 or more up to 4" discharge if used 3 hrs or more a day-gas or diesel powered, excluding submersible pumps), Roller (other than asphalt), Stump Remover, Vibrating Compaction Equipment (6' wide or over), Trencher (service) Sweeper (Wayne type and similar equipment), Water Wagon, Extend-a-Boom Forklift.

HAZARDOUS WASTE ABATEMENT ENGINEERS

CLASS I

Backhoe, Batch Plant Operator, Clamshell, Concrete Breaker when attached to hoe, Concrete Cleaning Decontamination Machine Operator, Concrete Pump, Concrete Paver, Crusher, Dozer, Elevating Grader, Endloader, Farm Tractor (90 h.p. and higher), Gradall, Grader, Heavy Equipment Robotics Operator, Hydro Excavator, Loader, Pug Mill, Pumpcrete Machines, Pump Trucks, Roller, Scraper (self-propelled or tractor drawn), Side Boom Tractor, Slip Form Paver, Slope Paver, Trencher, Ultra High Pressure Waterjet Cutting Tool System Operator, Vactors, Vacuum Blasting Machine Operator, Vertical Lifting Hoist, Vibrating Compaction Equipment (self-propelled), and Well Drilling Rig.

CLASS II

Air Compressor, Concrete Breaker when not attached to hoe, Elevator, End Dumps, Equipment Decontamination Operator, Farm Tractor (less than 90 h.p.), Forklift, Generator, Heater, Mulcher, Pigs (Portable Reagent Storage Tanks), Power Screens, Pumps (water), Stationary Compressed Air Plant, Sweeper, Water Wagon and Welding Machine.

Revised: 05/23/08

JENNIFER M. GRANHOLM
GOVERNOR

Michigan Department of Energy, Labor & Economic Growth
Wage & Hour Division
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STANLEY "SKIP" PRUSS
DIRECTOR

Informational Sheet: Prevailing Wages on State Projects
General Information Regarding Fringe Benefits

Certain fringe benefits **may** be credited toward the payment of the Prevailing Wage Rate:

- If a fringe benefit is paid directly to a construction mechanic
- If a fringe benefit contribution or payment is made on behalf of a construction mechanic
- If a fringe benefit, which may be provided to a construction mechanic**,** is pursuant to a written contract or policy
- If a fringe benefit is paid into a fund, for a construction mechanic

When a fringe benefit is not paid by an hourly rate, the hourly credit will be calculated based on the annual value of the fringe benefit divided by 2080 hours per year (52 weeks @ 40 hours per week).

The following is an example of the types of fringe benefits allowed and how an hourly credit is calculated:

Vacation	40 hours X $14.00 per hour = $560/2080 =	$.27
Dental insurance	$31.07 monthly premium X 12 mos. = $372.84 /2080 =	$.18
Vision insurance	$5.38 monthly premium X 12 mos. = $64.56/2080 =	$.03
Health insurance	$230.00 monthly premium X 12 mos. = $2,760.00/2080 =	$1.33
Life insurance	$27.04 monthly premium X 12 mos. = $324.48/2080 =	$.16
Tuition	$500.00 annual cost/2080 =	$.24
Bonus	4 quarterly bonus/year x $250 = $1000.00/2080 =	$.48
401k Employer Contribution	$2000.00 total annual contribution/2080 =	$.96
Total Hourly Credit		$3.65

Other examples of the types of fringe benefits allowed:

- Sick pay
- Holiday pay
- Accidental Death & Dismemberment insurance premiums

The following are examples of items that **will not** be credited toward the payment of the Prevailing Wage Rate

- Legally required payments, such as:
  - Unemployment Insurance payments
  - Workers' Compensation Insurance payments
  - FICA (Social Security contributions, Medicare contributions)
- Reimbursable expenses, such as:
  - Clothing allowance or reimbursement
  - Uniform allowance or reimbursement
  - Gas allowance or reimbursement
  - Travel time or payment
  - Meals or lodging allowance or reimbursement
  - Per diem allowance or payment
- Other payments to or on behalf of a construction mechanic that are not wages or fringe benefits, such as:
  - Industry advancement funds
  - Financial or material loans

State of Michigan
Department of Energy, Labor and Economic Growth

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Official Request #771
Requestor: DEPT. OF NATURAL RESOURCES
Project Description: REPLACE FURNACE BOILERS
Project Number: ISHPEMING FIELD OFFICE

Marquette County
Official 2009 Prevailing Wage Rates for State Funded Projects

Issue Date: 6/1/2009
Contract must be awarded by: 8/30/2009

Classification Name	Description		Last Updated	Straight Hourly	Time and a Half	Double Time	Overtime Provision
Asbestos & Lead Abatement Laborer							
Asbestos & Lead Abatement Laborer		MLDC	9/29/2008	$34.10	$46.37	$58.63	H H H X X X X D Y
Asbestos & Lead Abatement, Hazardous Material Handler							
Asbestos and Lead Abatement, Hazardous Material		AS207	11/13/2008	$34.05	$46.53	$59.00	H H H X X X X D Y
Boilermaker							
Boilermaker		BO169	11/5/2007	$51.27	$76.00	$100.74	H H H H H H H D Y
	Apprentice Rates:						
	1st 6 months			$38.12	$56.28	$74.44	
	2nd 6 months			$39.17	$57.86	$76.54	
	3rd 6 months			$40.23	$59.45	$78.66	
	4th 6 months			$41.29	$61.04	$80.78	
	5th 6 months			$42.33	$62.60	$82.86	
	6th 6 months			$44.44	$65.76	$87.08	
	7th 6 months			$46.54	$68.91	$91.28	
	8th 6 months			$48.65	$72.08	$95.50	
Bricklayer							
Bricklayer, marble & stone mason, moisaic worker, plasterer, tuck pointer, tile layer, terrazzo worker, pointer, caulker & cleaner		BR6-2	5/6/2009	$39.82	$52.26	$64.70	H H D X H H D D Y
	Apprentice Rates:						
	1st year			$31.11	$39.20	$47.28	
	2nd year			$33.60	$42.93	$52.26	
	3rd year			$36.09	$46.66	$57.24	
Carpenter							
Carpenter, Drywall Taper & Finisher, & Floor Layer		CA1510-C	6/2/2008	$37.29	$49.82	$62.35	H H D H H H D D Y
	Apprentice Rates:						
	1st 6 months			$27.27	$34.79	$42.31	
	2nd 6 months			$28.52	$36.67	$44.81	
	3rd 6 months			$29.77	$38.54	$47.31	
	4th 6 months			$31.03	$40.43	$49.83	
	5th 6 months			$32.28	$42.31	$52.33	
	6th 6 months			$33.53	$44.18	$54.83	
	7th 6 months			$34.78	$46.05	$57.33	
	8th 6 months			$36.04	$47.95	$59.85	

Official Rate Schedule
Every contractor and subcontractor shall keep posted on the construction site, in a conspicuous place, a copy of all prevailing wage and fringe benefit rates prescribed in a contract.

Cement Mason							
Cement Mason	BR6-CM	5/6/2009	$39.82	$52.26	$64.70	H H D X H H D D Y	
Cement Mason	PL16-16	5/30/2008	$36.95	$49.98	$63.00	H H H H H H H D Y	
	Apprentice Rates:						
	1st year		$27.83	$36.30	$44.76		
	2nd year		$30.44	$40.21	$49.98		
	3rd year		$33.04	$44.11	$55.18		
Electrician							
Sound & Communications Installer/Technician	EC-1070	7/11/2008	$30.42	$40.53	$50.64	H H H H H H H D N	
	Apprentice Rates:						
	1st Period		$22.33	$28.40	$34.46		
	2nd Period		$24.35	$31.43	$38.50		
	3rd Period		$25.37	$32.96	$40.54		
	4th Period		$26.37	$34.45	$42.54		
	5th Period		$27.39	$35.99	$44.58		
	6th Period		$28.40	$37.50	$46.60		
Inside wireman for work above $85,000	EC-1070-A85K	6/4/2007	$42.55	$56.85	$71.15	H H H H D D D D Y	
	Apprentice Rates:						
	1st period		$25.77	$32.92	$40.07		
	2nd period		$28.63	$37.21	$45.79		
	3rd period		$31.49	$41.51	$51.51		
	4th period		$36.83	$48.27	$59.71		
	5th period		$38.27	$50.43	$62.59		
	6th period		$39.69	$52.56	$65.43		
Inside wireman for work below $85,000	EC-1070-B85K	6/4/2007	$40.47	$53.73	$66.99	H H H H D D D D Y	
	Apprentice Rates:						
	1st period		$24.73	$31.36	$37.99		
	2nd period		$27.38	$35.34	$43.29		
	3rd period		$30.03	$39.32	$48.59		
	4th period		$35.17	$45.78	$56.39		
	5th period		$36.50	$47.78	$59.05		
	6th period		$37.82	$49.75	$61.69		
Glazier							
Glazier	GL-826	7/3/2007	$38.17	$51.56	$64.95	H H H H D D D D Y	
	Apprentice Rates:						
	1st 6 months		$27.46	$35.49	$43.53		
	2nd 6 months		$28.80	$37.51	$46.21		
	3rd 6 months		$30.14	$39.51	$48.89		
	4th 6 months		$31.47	$41.51	$51.55		
	5th 6 months		$32.81	$43.52	$54.23		
	6th 6 months		$34.15	$45.53	$56.91		
	7th 6 months		$35.49	$47.54	$59.59		
	8th 6 months		$36.83	$49.55	$62.27		
Laborer							
Class A Laborer - construction laborer on building and heavy construction work, storm, and sanitary sewers on all construction sites and streets which are not included in the road builder rates, tool crib attendant, civil engineer helper, rodman, oxi-gun operator, propane or acetylene cutting torch operator, motor driven buggies, chipping hammers, tamping machines, green cutting, sand blasters, mason tenders, mortar mixers, marterial mixers, vibrator operators, concrete mixers, laborers with concrete crew, mixer to pour, including pour time from trucks.	L1329-B-A	5/7/2009	$31.48	$41.54	$51.60	H H D H D D D D Y	

All hours worked on Saturday except as an inclement weather or M-F holiday make up day, must be paid @ overtime rate indicated

Apprentice Rates:

0 - 1,000 hours	$26.45	$34.00	$41.54
1,001 - 2,000 hours	$27.46	$35.51	$43.56
2,001 - 3,000 hours	$28.46	$37.01	$45.56
3,001 - 4,000 hours	$30.47	$40.02	$49.58

Class B Laborer - Cement gun nozzleman, blasters, miners, drillers, buster operators, layers of all non-metallic pipe	L1329-B-B	5/7/2009	$31.88	$42.14	$52.40	H	H	D	H	D	D	D	D	Y

All hours worked on Saturdays, except as an inclement weather or M-F holiday make up day must be paid @

Class C Laborer - caisson worker & airtrack	L1329-B-C	5/7/2009	$32.23	$42.67	$53.10	H	H	D	H	D	D	D	D	Y

All hours worked on Saturday except as an inclement weather or M-F holiday make up day, must be paid @ overtime rate indicated.

Class E Laborer - digester, tanks & kilns	L1329-B-D	5/7/2009	$33.53	$44.62	$55.70	H	H	D	H	D	D	D	D	Y

All hours worked on Saturday except as an inclement weather or M-F holiday make up day, must be paid @ overtime rate indicated.

Laborer - Hazardous

Class A for all work performed 5 feet outside the building - performing work in conjunction with site preparation and other preliminary work prior to actual removal, handling, or containment of hazardous waste substances not requiring use of personal protective equipment required by state or federal regulations; or a laborer performing work in conjunction with the removal, handling, or containment of hazardous waste substances when use of personal protective equipment level "D" is required.	LHAZ-Z11-A	11/14/2008	$29.46	$41.68	$53.90	H	H	H	H	H	H	H	D	Y

Apprentice Rates:

0-1,000 work hours	$25.10	$35.15	$45.18
1,001-2,000 work hours	$25.97	$36.45	$46.92
2,001-3,000 work hours	$26.84	$37.75	$48.66
3,001-4,000 work hours	$28.59	$40.38	$52.16

Class A for all work performed inside building and up to 5 feet outside the building - performing work in conjunction with site preparation and other preliminary work prior to actual removal, handling, or containment of hazardous waste substances not requiring use of personal protective equipment required by state or federal regulations; or a laborer performing work in conjunction with the removal, handling, or containment of hazardous waste substances when use of personal protective equipment level "D" is required.	LHAZ-Z11-A2	11/14/2008	$31.75	$45.12	$58.48	H	H	H	H	H	H	H	D	Y

Apprentice Rates:

0-1,000 work hours	$26.99	$37.97	$48.96
1,001-2,000 work hours	$27.94	$39.40	$50.86
2,001-3,000 work hours	$28.90	$40.84	$52.78
3,001-4,000 work hours	$30.80	$43.69	$56.58

Class B for all work performed 5 feet outside the building - performing work in conjunction with the removal, handling, or containment of hazardous waste substances when the use of personal protective equipment levels "A", "B" or "C" is required.	LHAZ-Z11-B	11/14/2008	$30.46	$43.18	$55.90	H	H	H	H	H	H	H	D	Y
Apprentice Rates:														
0-1,000 work hours			$25.85	$36.27	$46.68									
1,001-2,000 work hours			$26.77	$37.65	$48.52									
2,001-3,000 work hours			$27.69	$39.03	$50.36									
3,001-4,000 work hours			$29.54	$41.81	$54.06									
Class B for all work performed inside building and up to 5 feet outside the building - performing work in conjunction with the removal, handling, or containment of hazardous waste substances when the use of personal protective equipment levels "A", "B" or "C" is required.	LHAZ-Z11-B2	11/14/2008	$32.75	$46.62	$60.48	H	H	H	H	H	H	H	D	Y
Apprentice Rates:														
0-1,000 work hours			$27.74	$39.10	$50.46									
1,001-2,000 work hours			$28.74	$40.60	$52.46									
2,001-3,000 work hours			$29.75	$42.11	$54.48									
3,001-4,000 work hours			$31.75	$45.11	$58.48									
Painter														
Painter	PT-1011	7/24/2007	$27.09	$36.60	$46.10	H	H	H	H	H	H	H	D	N
Apprentice Rates:														
1st 1000 hours			$19.49	$25.20	$30.90									
2nd 1000 hours			$20.44	$26.62	$32.80									
3rd 1000 hours			$21.39	$28.04	$34.70									
4th 1000 hours			$22.34	$29.47	$36.60									
5th 1000 hours			$23.29	$30.90	$38.50									
6th 1000 hours			$24.24	$32.32	$40.40									
7th 1000 hours			$25.19	$33.74	$42.30									
8th 1000 hours			$26.14	$35.17	$44.20									
Drywall Finisher, Soundproofing, & Plural Component Applicator	PT-1011-DF	7/24/2007	$31.36	$43.00	$54.64	H	H	H	H	H	H	H	D	N
Apprentice Rates:														
1st 1,000 hours			$22.05	$29.04	$36.02									
2nd 1,000 hours			$23.21	$30.78	$38.34									
3rd 1,000 hours			$24.38	$32.53	$40.68									
4th 1,000 hours			$25.54	$34.27	$43.00									
5th 1,000 hours			$26.70	$36.01	$45.32									
6th 1,000 hours			$27.87	$37.76	$47.66									
7th 1,000 hours			$29.03	$39.50	$49.98									
8th 1,000 hours			$30.20	$41.26	$52.32									
Plumber & Pipefitter														
Plumber & Pipefitter	PL-111	10/9/2007	$44.20	$66.30	$88.40	H	H	H	H	H	H	H	D	Y
Apprentice Rates:														
1st 6 months			$23.58	$35.37	$47.16									
2nd 6 months			$24.93	$37.39	$49.86									
3rd 6 months			$32.95	$49.43	$65.90									
4th 6 months			$34.17	$51.25	$68.34									
5th 6 months			$35.39	$53.09	$70.78									
6th 6 months			$36.75	$55.13	$73.50									
7th 6 months			$37.97	$56.95	$75.94									
8th 6 months			$39.19	$58.79	$78.38									
9th 6 months			$40.41	$60.61	$80.82									

Roofer														
Commercial Roofer	RO-149-UP		$26.03	$34.10	$42.16	X	X	X	X	X	X	X	D	Y
Straight time is not to exceed ten (10) hours per day or forty (40) hours per week.		8/15/2008												
	Apprentice Rates:													
	Apprentice 1		$18.64	$23.50	$28.36									
	Apprentice 2		$19.47	$24.71	$29.95									
	Apprentice 3		$20.28	$25.91	$31.54									
	Apprentice 4		$21.09	$27.10	$33.10									
	Apprentice 5		$21.89	$28.26	$34.64									
	Apprentice 6		$22.70	$29.45	$36.21									
Sheet Metal Worker														
Sheet Metal Worker	SHM-7-5		$45.31	$59.71	$74.11	H	H	H	X	D	D	D	D	Y
		11/26/2008												
	Apprentice Rates:													
	1st 6 months		$23.97	$30.44	$36.93									
	2nd 6 months		$25.79	$32.99	$40.19									
	3rd 6 months		$27.61	$35.53	$43.45									
	4th 6 months		$29.42	$38.06	$46.70									
	5th 6 months		$31.22	$40.58	$49.94									
	6th 6 months		$33.04	$43.13	$53.20									
	7th 6 months		$34.86	$45.66	$56.46									
	8th 6 months		$36.67	$48.19	$59.71									
Truck Driver														
of all trucks of 8 cubic yd capacity or over	TM-RB2		$35.84	$36.44		H	H	H	H	H	H	H	H	Y
		9/17/2008												
of all trucks of 8 cubic yard capacity or less	TM-RB2A		$35.74	$36.29		H	H	H	H	H	H	H	H	Y
		9/17/2008												
on euclid type equipment	TM-RB2B		$35.99	$36.66		H	H	H	H	H	H	H	H	Y
		9/17/2008												

Department of Management and Budget
Office of Facilities

PROFESSIONAL/CONTRACTOR DEMOGRAPHICS, STATISTICS AND CERTIFICATION

1. Company Name: _____

2. Company Address: _____

_____

3 Principle Place of Business (zip code): _____

4. Organization Type

( ) Limited Liability Company
( ) Limited Liability partnership
( ) Corporation
( ) Partnership
( ) Sole Proprietorship
( ) Other: _____

5. Year of Establishment _____

Woman, Minority, or Veteran Owned Small

Business Representation
(For Statistical Use Only)

DEFINITIONS:

'Woman-owned business', means a small business that is at least 51% owned by a woman or women who are US citizens and who control and operate the business

The vendor represents that it IS _____, IS NOT _____ a women-owned small business.

'Minority-owned business', means a small business that is at least 51% owned by a minority or minorities who are US citizens and who control and operate the business

The vendor represents that it IS _____, IS NOT _____ a minority owned small business

'Veteran-owned business', means a small business that is at least 51% owned by a veteran or veterans who are U.S. citizens and who control and operate the business

The vendor represents that it IS _____, IS NOT _____ a veteran owned small business

The contractor represents and warrants that the company meets the above (when checked) and can provide supportive documentation upon request

Certification of a Michigan Based Business

(Information Required Prior to Contract Award for Application
of State Preference/Reciprocity Provisions)

DEFINITION: To qualify as a Michigan business, vendor must have during the 12 months immediately preceding this bid deadline, or if the business is newly established, for the period the business has been in existence, it has (check all that apply):

Bidder shall also indicate one of the following:

☐ Bidder qualifies as a Michigan business (provide zip code: _____)

( ) Filed a Michigan single business tax return showing a portion or all of the income tax base allocated or apportioned to the State of Michigan pursuant to the Michigan Single Business Tax Act, 1975 PA 228, MCL ˜208.1 – 208.145; or

( ) Filed a Michigan income tax return showing income generated in or attributed to the State of Michigan; or

( ) Withheld Michigan income tax from compensation paid to the bidder's owners and remitted the tax to the Department of Treasury; or

I certify that **I have personal knowledge** of such filing or withholding, that it was more than a nominal filing for the purpose of gaining the status of a Michigan business, and that it indicates a significant business presence in the state, considering the size of the business and the nature of its activities.

I authorize the Michigan Department of Treasury to verify that the business has or has not met the criteria for a Michigan business indicated above and to disclose the verifying information to the procuring agency.

☐ Bidder does not qualify as a Michigan business (provide name of State: _____)

☐ Principle place of business is outside the State of Michigan, however service/commodity provided by a location within the State of Michigan (provide zip code: (_____)

_____
Authorized Agent Name (print or type)

_____
Authorized Agent Signature

Fraudulent Certification as a Michigan business is prohibited by MCL 18.1268 § 268. A BUSINESS THAT PURPOSELY OR WILLFULLY SUBMITS A FALSE CERTIFICATION THAT IT IS A MICHIGAN BUSINESS OR FALSELY INDICATES THE STATE IN WHICH IT HAS ITS PRINCIPLE PLACE OF BUSINESS IS GUILTY OF A FELONY, PUNISHABLE BY A FINE OF NOT LESS THAN $25,000.

Department of Management and Budget
Office of Facilities

Certification Regarding
Debarment, Suspension, and Other Responsibility Matters

The prospective participant certifies to the best of its knowledge and belief that, within the past three (3) years, the vendor, an officer of the vendor, or an owner of a 25% or greater interest in the vendor:

(a) Has not been convicted of a criminal offense incident to the application for or performance of a contract or subcontract with the State of Michigan or any of its agencies, authorities, boards, commissions, or departments.

(b) Has not been convicted of a criminal offense which negatively reflects on the vendor's business integrity, including but not limited to, embezzlement, theft, forgery, bribery, falsification or destruction of records, receiving stolen property, negligent misrepresentation, price-fixing, bid-rigging, or a violation of state or federal anti-trust statutes.

(c) Has not had a loss or suspension of a license or the right to do business or practice a profession, the loss or suspension of which indicates dishonesty, a lack of integrity, or a failure or refusal to perform in accordance with the ethical standards of the business or profession in question.

(d) Has not been convicted of a criminal offense or other violation of other state or federal law, as determined by a court of competent jurisdiction or an administrative proceeding, which in the opinion of DMB indicates that the vendor is unable to perform responsibly or which reflects a lack of integrity that could negatively impact or reflect upon the State of Michigan, including but not limited to, any of the following offenses under or violations of:

i. The Natural Resources and Environmental Protection Act, 1994 PA 451, MCL 324.101 to 324.90106.
ii. A persistent and knowing violation of the Michigan Consumer Protection Act, 1976 PA 331, MCL 445.901 to 445.922.
iii. 1965 PA 166, MCL 408.551 to 408.558 (law relating to prevailing wages on state projects) and a finding that the vendo failed to pay the wages and/or fringe benefits due within the time period required.
iv. Repeated or flagrant violations of 1978 PA 390 MCL 408.471 to 408.490 (law relating to payment of wages and fringe benefits).
v. A willful or persistent violation of the Michigan Occupational Health and Safety Act, 1974, PA 154, MCL 408.10001 to 408.1094, including: a criminal conviction, repeated willful violations that are final orders, repeated violations that are final orders, and failure to abate notices that are final orders.
vi. A violation of federal or state civil rights, equal rights, or non-discrimination laws, rules, or regulations.

I understand that a false statement on this certification may be grounds for rejection of this proposal or termination of the award and may be grounds for debarment.

_____
Typed Name & Title of Authorized Representative

_____
Signature of Authorized Representative Date

☐ I am unable to certify to the above statements. My explanation is attached.