

1.0 PURPOSE

Ingham County is accepting proposals from experienced and qualified general contractors for the construction of a hoop building at the Ingham County Fairgrounds. The scope of work includes, but is not limited to, constructing a 144 ft. by 75 ft. tension fabric structure along with associated site work, foundation work, and electrical work.

2.0 BIDDING DOCUMENTS

Copies of the bid documents prepared by the County's Architect, including plans and drawings, may be obtained from Commercial Blueprint, 3125 Pine Tree Road, Suite B, Lansing, MI 48911. Phone: (517) 372-8360. Any subsequent contract will incorporate this document (RFP #17-14 - Construction of Hoop Building at the Ingham County Fairgrounds) along with the bid documents, plans and drawings prepared by the County's Architect.

3.0 OWNER

County of Ingham
121 E. Maple St.
Mason, Michigan 48854

4.0 CONSULTANT

Richard A. Mann, AIA
Straub Pettitt Yaste Architects
Phone: (248) 658-7777
Fax: (248) 658-7781

5.0 LOCATION

Ingham County Fairgrounds
700 E. Ash St.
Mason, MI 48854

6.0 PRE-BID MEETING

A mandatory pre-bid meeting is scheduled for **February 18, 2014 at 10:00 A.M. local time prevailing, in the Community Hall of the Ingham County Fair Office, Mason, MI 48854.** Attendance at this meeting is important in order to fully understand the bid documents. Please send a representative to this meeting if you are planning on bidding. The purpose of this meeting is to allow proposers an opportunity to present questions and obtain clarification relative to any facet of this solicitation. Any material changes resulting from this meeting will be issued in a written addendum.

Send an e-mail to jbuckmaster@ingham.org or call (517) 676-7222 to register for the meeting. Only those vendors attending the meeting will be allowed to submit a proposal.

7.0 EXAMINATION OF BIDDING DOCUMENTS AND SITE

Before submitting a bid, each bidder must (a) examine the bidding documents thoroughly; (b) familiarize himself/herself with Federal, State, and local laws, ordinances, rules and regulations affecting performance of the work; and, (c) carefully correlate his/her observations with the requirements of the bidding documents.

The bidder shall be responsible for investigating and evaluating subsurface or latent physical conditions along the site of the work. Where information concerning existing conditions, including subsurface conditions, is provided or mentioned in the RFP, such information is provided for the convenience of the bidder and to provide the bidder information known by Ingham County. However, Ingham County does not represent or guarantee any specific site conditions, including subsurface conditions. The bidder shall be solely responsible for all necessary site investigations and measurements to ensure the bid is based on conditions, which exist in and adjacent to the project site.

The submission of a bid will constitute an incontrovertible representation by the bidder that he/she has complied with and understands every requirement of these instructions. Failure or omission of the bidder to do all of the foregoing shall in no way relieve the bidder from any obligations in respect to his/her bid.

8.0 INSTRUCTIONS TO BIDDERS - SUBMISSION REQUIREMENTS

8.1 Bid Guarantee

Each bid must be accompanied by a bid guarantee in an amount equal to five percent (5%) of the total bid amount. Guarantee shall be in the form of a bid bond executed by an approved surety company, made payable to the County of Ingham. Bid guarantee shall run for a period of not less than ninety (90) days. If the successful bidder fails to furnish satisfactory bonds and insurance certificates within ten (10) days after Notice of Award, such guarantee shall be forfeited to The Owner as liquidated damages. The guarantees of the three lowest bidders will be retained until the bonds and insurance of the Contractor have been approved by the Owner. The bid guarantees of all other bidders will be returned within ten (10) days after the bid opening.

8.2 Registering as a Vendor with Ingham County

Bidders who have not registered their company with the County should do so by visiting www.ingham.org/purchasing or by calling the Purchasing Department at (517) 676-7222 for assistance.

Vendors registering to provide goods and services to Ingham County under contract shall certify to their knowledge of the County's Equal Opportunity Employment / Nondiscrimination Policy, and of their agreement to comply, and shall disclose any conclusive findings of violations of Federal, State, or local equal opportunity statutes, ordinances, rules/regulations, or policies within the past three (3) years.

8.3 Pre-opening Inquires and Response

Any explanation desired by a bidder regarding the meaning or interpretation of this RFP and attachments must be requested to the Ingham County Purchasing Department, attention James C. Hudgins, Jr. at jhudgins@ingham.org. **The deadline for submitting final questions is 3:00 P.M. on February 25, 2014.**

8.4 Due Date, Time & Location

Proposals will be received no later than **11:00 A.M., local time prevailing, on March 4, 2014** at which time they will be opened in public and read aloud in the:

Ingham County Purchasing Department
Attention: James C. Hudgins, Jr., Director of Purchasing
PO Box 319
121 E. Maple St., Room 203
Mason, Michigan 48854

Proposals received at other locations or delivered after the due date and time will not be accepted and will be returned to the proposer.

8.5 Submission of Bids

Bidders are required to submit *an original (clearly marked) along with three (3) copies* by the date, time, and place designated above. Proposals must be submitted in a sealed, opaque envelope or package and be clearly marked on the outside **"RFP #17-14 - Construction of Hoop Building at the Ingham County Fairgrounds"**. Be sure to include the name of your firm on the outside of the envelope or package.

Responses to this RFP should be concise and must include all the requested information. Bidders shall complete and include with their submittals the following enclosed items:

- a) Proposal Form;
- b) Addenda Form;
- c) Legal Status of Bidder Form;
- d) Non-Collusion Form;
- e) Cost Form;
- f) Local Purchasing Preference Form;
- g) References Form; and
- h) Signature Form.
- i) The Statistical Questionnaire is strictly optional.

8.6 Signatures

All bids, notifications, claims and statements must be signed as follows:

- 1. Corporations: Signature of official shall be accompanied by a certified copy of the Resolution of the Board of Directors authorizing the official signing to bind the corporation.
- 2. 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 for signature is required.
- 3. Individual: No authorization for signature is needed.

All names must be typed or printed below the signature. Each signature must be witnessed.

8.7 Timely Submittals

Time is of the essence and any Bid or addenda pertaining thereto received after the announced time and date for submittal, whether by mail or otherwise, will be rejected. It is the sole responsibility of the bidders for ensuring that their Bids are time stamped by the Purchasing Department. Bids and/or any addenda pertaining thereto received after the announced time and date of receipt, by mail or otherwise, will be returned to the bidder. However, nothing in this RFP precludes the County from requesting additional information at any time during the procurement process.

8.8 Competency of Bidders

Upon the request of the Owner, Bidders shall be prepared to furnish sufficient evidence as to their qualifications to perform the project work, such as record of past performances including references, equipment and personnel available, and such other pertinent and material facts as may be desirable. Furthermore, upon the request of the Owner, the Bidder shall submit financial statements.

8.9 Deliveries

Should you decide to utilize an express delivery service, please note that we are located at the intersection of Maple Street and Jefferson Street.

8.10 Preparation of Proposal

All bids must be made on the required forms prepared and executed fully and properly. A price must be given for each item in that portion of the Project being bid. The proposed prices and amounts are for furnishing all labor, supervision, materials, equipment, tools, incidentals, bonds, insurance and service required to complete the work in accordance with the Contract Documents. Bidders shall use a computer, type, or write clearly in ink the bid amount. When applicable, each Bidder shall acknowledge receipt of all Addenda issued for the Proposal by signing the form submitted with each Addendum and submitting it with his bid. Failure of a Bidder to acknowledge receipt of any and all Addenda may result in the rejection of the Bid.

8.11 Authority to Bind Firm in Contract

Bidder shall provide the full legal firm name and address. Any Bid that has not been manually signed will be deemed non-responsive and excluded from consideration. Firm name and authorized signature must appear in the space provided on the enclosed Signature Form.

8.12 No Submittal

If you desire not to respond to this RFP, please forward your acknowledgment of “NO BID SUBMITTED” via an email to jhudgins@ingham.org. Please also state the reason for not submitting a Bid. Failure to comply may be cause for removal of your company's name from the vendor list for subject commodity.

8.13 Special Accommodations

If you are an individual with a disability and require a reasonable accommodation, please notify the Purchasing Department at (517) 676-7222, three (3) working days prior to need.

8.14 Basis of Bid

Ingham County reserves the right to increase or decrease any or all of the proposed quantities. The quantities listed in the RFP may be approximate and are stated solely to provide a uniform base of calculation for comparison of bids and award of contract. No guarantee is made by the County that the actual quantities will correspond with the proposed quantities. The Contractor will be paid based upon his/her lump sum and/or unit prices bid and any alternates accepted by the County and as may be further modified by Change Order for work added or deleted from the project indicated in the RFP.

9.0 GENERAL INFORMATION

9.1 Local Purchasing Preference Policy

The Ingham County Board of Commissioners (BOC) believes that its purchasing policies should encourage local vendors to provide goods and/or services to Ingham County government, resulting in increased economic activity through more local jobs, tax revenues, and expenditures, and to entice business relocations to the County. As such, in 2010, the BOC amending its purchasing policies to include a ten percent (10%) purchasing preference to qualified and registered local vendors who respond to solicitations for the purchase of goods and/or services.

In Ingham County, a local vendor is defined as a vendor that operates a business within the legally defined boundaries of Ingham County. To be considered a local vendor, the vendor must provide a verifiable business address (not a PO Box) on the enclosed Local Purchasing Preference Sheet at which business is being conducted. The vendor must also agree to comply with all other policies and requirements of the County. More information about the Local Purchasing Preference Policy can be found at www.ingham.org/purchasing.

9.2 Advice of Omission or Misstatement

In the event it is evident to a bidder responding to this RFP that the County has omitted or misstated a material requirement to this RFP and/or the services required by this RFP, the responding vendor shall advise Mr. James C. Hudgins, Jr., Director of Purchasing, at jhudgins@ingham.org of such omission or misstatement.

9.3 Notification of Withdrawal of Bid

Bids may be withdrawn prior to the date and time specified for Bid submission with a formal written notice by an authorized representative of the bidder. No bidder may withdraw a Bid after the opening for a minimum period of 90 days.

9.4 Rights to Pertinent Materials

All responses, inquires, and correspondence relating to this RFP and all reports, charts, displays, schedules, exhibits and other documentation produced by the bidders that are submitted as part of the Bid shall become the property of the County after the

Bid submission deadline.

9.5 Firm Pricing for County Acceptance

The Bid price(s) must be firm for County acceptance for 90 days from the Bid opening date, unless the bidder specifically notes otherwise.

9.6 Cost of Preparation

The County will not pay any costs incurred in the Bid preparation, printing or demonstration process. All costs shall be borne by the bidders.

9.7 Standard Forms

Any preprinted contract forms the vendor proposes to include as part of the contract resulting from this solicitation must be submitted as part of the Bid. Any standard contract provisions not submitted as part of the Bid and subsequently presented for inclusion may be rejected. The County reserves the right to accept or reject in whole or in part any form contract submitted by a bidder and/or to require that amendments be made thereto, or that an agreement drafted by the County be utilized.

9.8 Addendum(s)

If it becomes necessary to revise any part of this RFP or if additional data is necessary to enable an exact interpretation of provisions of this RFP, an addendum will be issued to all vendors known to have received a Bid. It is the responsibility of the bidder to ensure that he/she has received and signed all addendums prior to submitting a Bid. No oral explanation or instruction of any kind or nature whatsoever given before the award of a contract to a bidder shall be binding.

9.9 Workplace Diversity

Ingham County encourages, but in no way requires, its vendors to develop and maintain a diverse workforce that is reflective of the population of Ingham County. According to the U.S. Census Bureau, the statistics of Ingham County's population in 2010 was comprised of the following:

- a) White persons – 76.2%
- b) Black or African American persons – 11.8%
- c) American Indian and Alaska Native persons – 0.6%
- d) Asian persons – 5.2%
- e) Native Hawaiian and other Pacific Islander – 0.1%
- f) Persons of Hispanic or Latino origin – 7.3%

Ingham County tracks vendor diversity information for statistical purposes with companies with which it does business. Reporting of this information to the County is optional and not all companies participate. Statistical information regarding workplace diversity is submitted to the County in a separate sealed envelope containing the notation “STATISTICAL INFORMATION-NOT TO BE OPENED UNTIL AFTER THE AWARD OF THE CONTRACT.” Upon receipt of these separate sealed envelopes, the Purchasing Department segregates the envelopes from the other proposal documentation. The envelopes containing the statistical information are not opened until the award of the contract, and are not considered, in any way, in the award of any contract.

9.10 Precedence of Documents

In the event that any variance should arise between the drawings and specifications, the specifications shall govern.

9.11 Prime Contractor Responsibilities

The Contractor will be required to assume responsibility for all services offered in the Bid whether or not they possess them within their organization. Furthermore, Ingham County will consider the selected Contractor to be the sole point of contact

with regard to contractual matters, including payment of any and all charges resulting from the contract.

9.12 Independent Price Determination (Non-Collusion)

By submission of a Bid, the bidder certifies, and in the case of a joint Bid each party thereto certifies as to its own organization, that in connection with this Bid:

- a) The prices of the Bid have been arrived at independently without consultation, communication, or agreement, for the purpose of restricting competition, as to any matter relating to such prices with any other offer or with any competitor;
- b) Unless otherwise required by law, the prices which have been quoted in the Bid have not been knowingly disclosed by the offeror and will not be knowingly disclosed by the offeror to any competitor;
- c) No attempt has been made or will be made by the offeror to induce any other person or firm to submit or not to submit a Bid for the purpose of restricting competition; and,
- d) The price quoted is not higher than that given to the general public for the same service.

9.13 Exceptions

Bidders must submit a listing of any and all exceptions to this RFP. Suggested substitutions, printed forms, sample contracts etc. may be provided with the listed exceptions.

10.0 CONTRACTUAL TERMS AND CONDITONS

10.1 Nondiscrimination Clause

The Bidder who is selected as the Contractor, as required by law, and/or the Equal Opportunity Employment and Non-Discrimination Policy of Ingham County, shall not discriminate against an employee or applicant for employment with respect to hire, tenure, terms, conditions or privilege of employment, or a matter directly or indirectly related to employment because of race, color, religion, sex, sexual orientation, gender identity, national origin, disability, height, weight, marital status, age or political affiliation (except where age, sex or lack of disability constitutes a bona fide occupational qualification.)

The Contractor shall adhere to all applicable Federal, State and local laws, ordinances, rules and regulations prohibiting discrimination, including, but not limited to, the following:

- a) The Elliott-Larsen Civil Rights Act, 1976 PA 453, as amended.
- b) The Persons with Disabilities Civil Rights Act, 1976 PA 220, as amended.
- c) Section 504 of the Federal Rehabilitation Act of 1973, P.L. 93-112, 87 Stat. 394, as amended, and regulations promulgated there under.
- d) The Americans with Disabilities Act of 1990, P.L. 101-336, 104 Stat 328 (42 USCA §12101 et seq), as amended, and regulations promulgated there under.

Breach of this section shall be regarded as a material breach of the agreement.

Bidders shall disclose with their Bids any conclusive findings of violations of federal, state, or local equal opportunity statues, ordinances, rules, regulations, or policies within the past three (3) years.

10.2 Indemnification and Hold Harmless

The Bidder who is selected as the Contractor shall, at its own expense, protect, defend, indemnify, save and hold harmless the County of Ingham and its elected and appointed officers, employees, servants and agents from all claims, damages, lawsuits, costs and expenses including, but not limited to, all costs from administrative proceedings, court costs and attorney fees that the County of Ingham and its elected and appointed officers, employees, servants and agents may incur as a result of the acts, omissions or negligence of the Contractor or its employees, servants, agents or Subcontractors that may arise out of the

agreement.

The Contractor's indemnification responsibility under this section shall include the sum of damages, costs and expenses which are in excess of the sum of damages, costs and expenses which are paid out in behalf of or reimbursed to the County, its officers, employees, servants and agents by the insurance coverage obtained and/or maintained by the Contractor.

10.3 Insurance Requirements

The Contractor, and any and all of his/her subcontractors, shall not commence work under this contract until they have obtained the insurance required under this paragraph and subsequent contract. All coverages shall be with insurance companies licensed and admitted to do business in the State of Michigan. All coverages shall be with insurance carriers acceptable to the County of Ingham and rated "A" by the A.M. Best Company (www.ambest.com).

- a) Worker's Compensation Insurance: The Contractor shall procure and maintain during the life of this contract, Workers' Compensation Insurance, including Employers Liability Coverage, in accordance with all applicable Statutes of the State of Michigan.
- b) Commercial General Liability Insurance: The Contractor shall procure and maintain during the life of this contract, Commercial General Liability Insurance on an "Occurrence Basis" with limits of liability not less than **\$2,000,000** per occurrence and **\$2,000,000** aggregate for Personal Injury, Bodily Injury and Property Damage. Coverage shall include the following extensions: (A) Contractual Liability; (B) Products and Completed Operations; (C) Independent Contractors Coverage; (D) Broad Form General Liability Extensions or equivalent, if not already included; (E) Deletion of all Explosion, Collapse, and Underground (XCU) Exclusions, if applicable; (F) Per contract aggregate.
- c) Motor Vehicle Liability Insurance: The Contractor shall procure and maintain during the life of this contract Motor Vehicle Liability Insurance, including applicable No-Fault coverages, with limits of liability of not less than **\$2,000,000** per occurrence and **\$2,000,000** aggregate for Bodily Injury and Property Damage. Coverage shall include all owned vehicles, all non-owned vehicles and all hired vehicles.
- d) Additional Insured: Commercial General Liability and Vehicle Liability, as described above, shall include an endorsement stating the following shall be "Additional Insureds: The County of Ingham, including all elected and appointed officials, all employees and volunteers, all boards, commissions and/or authorities and their board members, including employees, and volunteers thereof."

The coverage shall be primary to the Additional Insureds, and not contributing with any other insurance or similar protection available to the Additional Insureds, whether other available coverage is primary, contributing or excess.

- e) Cancellation Notice: All insurances described above shall include an endorsement stating the following: "It is understood and agreed that thirty (30) days advanced written notice of cancellation, non-renewal, reduction and/or material change shall be sent to: Ingham County Purchasing Department, P.O. Box 319, Mason, Michigan 48854."
- f) Proof of Insurance: The Contractor shall provide the County of Ingham at the time the contracts are returned by him/her for execution, two (2) copies of aforementioned Certificates of Insurance and/ Policies, acceptable to the County. If so requested, certified copies of all policies will be furnished. Contractor shall provide the County evidence that all subcontractors are included under the Contractor's policy.

If any of the above coverages expire during the term of this contract, the Contractor shall deliver renewal certificates and/or policies to the County of Ingham at least ten (10) days prior to the expiration date.

10.4 Applicable Law and Venue

Any agreement resulting from this RFP shall be construed according to the laws of the State of Michigan. The County and Contractor agree that the venue for any legal action under this agreement shall be the County of Ingham, State of Michigan. In the event that any action is brought under any agreement resulting from the RFP in Federal Court, the venue for such action shall be the Federal Judicial District of Michigan, Western District - Southern Division.

10.5 Compliance with the Law

Contractor shall render the services to be provided pursuant to this agreement in compliance with all applicable Federal, State, and local laws, ordinances, rules, and regulations.

10.6 Independent Contractor

The Bidder who is selected as the Contractor shall be an independent Contractor. The employees, servants and agents of the Contractor shall not be deemed to be and shall not hold themselves out as employees, servants, or agents of the County and shall not be entitled to any fringe benefits received by the County's personnel, such as, but not limited to, health and accident insurance, life insurance, longevity or paid sick or vacation leave.

The Contractor shall be responsible for paying all compensation to its personnel for services they have performed under this Contract and for withholding and payment of all applicable taxes to the proper Federal, State and local governments.

10.7 Prevailing Wage Requirement

It is the policy of Ingham County to require the payment of prevailing wages on any construction contract exceeding \$10,000 as determined by using the wage guidelines promulgated by the U.S. Secretary of Labor pursuant to the Davis-Bacon Act. The most current Prevailing Wage Determinations are attached.

The Contractor is required to submit certified payrolls for all periods worked on said project to the Purchasing Department, 121 E. Maple St., Mason, MI 48854, Attention: James C. Hudgins, Jr., Director of Purchasing. Payment shall not be made until such time that the Director has reviewed the certified payrolls.

- a) Contractor shall submit to the Purchasing Department before commencing work a list of all his/her Subcontractors.
- b) It is the responsibility of the Contractor to notify its Subcontractors that said project requires the payment of prevailing wages. It is also the responsibility of the Contractor to supply its Subcontractors with the prevailing wage rate schedule that is included in this solicitation.
- c) Prevailing wage rates shall be conspicuously posted at the jobsite.
- d) Contractor shall not use independent contractors. All persons performing construction trade work under this contract shall be employees of the Contractor or employees of the Subcontractor(s).
- e) Prevailing wage compliance will be monitored by the Ingham County Purchasing Department and Michigan Fair Contracting Center (MFCC).
- f) Compliance monitors will conduct brief interviews with workers throughout the duration of said project.
- g) Workers will be informed of the prevailing wage rates during the interview. Workers will be asked if they are receiving the correct pay, fringe benefits, and overtime as required by the County.
- h) Workers may be asked to show the compliance monitor a paycheck stub on a periodic basis to verify fringe benefit breakdowns and the actual rate of pay received by the worker, including overtime, if applicable.
- i) Where applicable, the Contractor shall provide the appropriate ratio of journeymen to apprentice workers as determined by the U.S. Department of Labor, Bureau of Apprenticeship and Training. The ratio will be monitored through worker interviews. Workers may be asked to provide their apprentice or journeymen cards to verify their status.
- j) Where apprentices are employed, the Contractor and Subcontractors shall provide the appropriate apprentice level on the certified payroll form, WH-347.

- k) When requested by the County, the Contractor and Subcontractors shall submit a detail breakdown of all fringe benefits paid to their employees for all work on County construction projects.

10.8 Bonding Requirements

Any bid that is in excess of \$50,000.00, if awarded, will be required to provide 100 percent (100%) of the contract amount coverage in Performance Bond and Payment Bond as required by Public Act 1963, No. 213. The bond must be with surety companies satisfactory to Ingham County and who are listed in the Federal Register as published by the U.S. Department of Treasury under the most recently revised Circular 570. In addition, each surety company shall be admitted and licensed to do business in the State of Michigan by the Michigan Department of Labor and Economic Growth Office of Finance and Insurance and have a minimum A.M. Best Company's Insurance Report Rating of A or A- (Excellent).

- a) **Performance Bond** - The Contractor, as Principal, shall furnish a Surety Bond in form acceptable to the County of Ingham in an amount at least equal to one-hundred (100%) percent of the contract amount as security for faithful performance of this contract. The County of Ingham shall be obligee under said bond. The bond shall guarantee the faithful performance and shall indemnify and save harmless the obligee from all costs and damages by reason of the Principal's failure to perform in accordance with the contract provisions. The contract, by reference, shall be an integral part of the bond. Said bond shall be with a surety company licensed and admitted to do business in the State of Michigan. The Surety shall be acceptable to the County of Ingham.
- b) **Payment Bond** - The Contractor, as Principal, shall furnish a Surety Bond in form acceptable to the County of Ingham in an amount at least equal to one-hundred (100%) percent of the contract amount as security for the prompt payment to all persons supplying labor and material in the performance of all work under said contract, and any and all authorized modifications under this contract. The contract, by reference, shall be an integral part of this bond. Said bond shall be with a Surety licensed and admitted to do business in the State of Michigan. The Surety shall be acceptable to the County of Ingham.
- c) Performance and Payments Bonds shall be submitted to the Ingham County Purchasing Department, Attention: Mr. James C. Hudgins, Jr., Director of Purchasing, at least ten (10) days prior to the commencement of work covered under the contract.
- d) **Additional or Substitute Bond** - If at any time the County of Ingham, for a justifiable cause, shall become dissatisfied with any Sureties pursuant to the Performance or Payment Bonds, the Contractor shall within five (5) days after such notice from the County of Ingham to do so, substitute an acceptable bond(s) in such forms and sum and signed by such other Surety as may be satisfactory to the County of Ingham. The Contractor shall pay the premiums on such bond(s). No further payments shall be deemed due nor shall be made until the new Surety or Sureties shall have furnished such an acceptable bond to the County of Ingham.

10.9 Safety

The Contractor shall provide temporary safety measures around the areas of construction to minimize the possibility of damage to property and injury to persons. The Contractor and its subcontractors, performing services for the County of Ingham are required and shall comply with all Occupational Safety and Health Administration (OSHA), State and County Safety and Occupational Health Standards and any other applicable rules and regulations. Also, the Contractor and its Subcontractors shall be held responsible for the safety of their employees and any unsafe acts or conditions that may cause injury or damage to any persons or property within and around the work site area under this contract.

Under no circumstances shall any tools of any kind or materials being used be left unattended. If the work to be performed under this contract requires the use of any product which contains any ingredient that could be hazardous or injurious to a person's health, a Material Safety Data Sheet (MSDS) must be submitted to the County prior to commencement of work.

10.10 Permits, Fees and Notices

The Contractor shall secure and pay for all building permits and for all other permits and governmental fees, licenses and

inspections necessary for the proper execution of the contract and which are legally required at the time the bids are received.

10.11 Workmanship and Inspection

All work under the resulting contract shall be performed in a skillful and workmanlike manner, and according to all applicable local and state codes. The County may, at its sole discretion, require the Contractor to remove any employee from work that the County deems incompetent or careless.

The County may, from time to time, make inspections of the work performed under this contract. Any inspection by the County does not relieve the Contractor from any responsibility regarding defects or other failures to meet the contract requirements.

10.12 Cleaning-up

The Contractor and its Subcontractors shall at all times keep the areas of the property free from rubbish and the accumulation of any waste materials. Daily clean-up and removal from the work area of all debris resulting from these operations is required. Contractor is responsible for paying for and hauling away any waste.

10.13 Scheduling

Contractor shall schedule all work with the Fair Director, Consultant, and Facilities Department prior to commencement of work.

10.14 Examination of Existing Facility

The Contractor shall be responsible for examining the existing conditions in order to gain full information under which the work is to be carried out. The Contractor shall also compare the existing conditions with the plans and specifications, if provided. Failure of the Contractor to inform him/herself will in no way relieve him/her from the necessity to complete the work without additional cost to the County.

10.15 Materials

Unless otherwise specifically noted, the Contractor shall provide and pay for all labor, materials, equipment, tools, debris removal, equipment and machinery, water, heat, utilities, transportation, and other facilities and services necessary for the proper execution and completion of the work. All materials shall be new and workmanship and materials shall be of good quality. The Contractor shall, if required, furnish satisfactory evidence as to the kind and quality of materials.

10.16 Skilled Labor

The Contractor shall employ only persons who are skilled in the work to be performed.

10.17 Protection of Work and Property

The Contractor shall continuously protect all existing facilities and new work as it is completed and shall be responsible for making good any damage or injury.

11.0 EVALUATION, AWARD & TIMELINE

11.1 Proposal Evaluation

An Evaluation Committee will review the proposals to determine those firms deemed qualified to perform services. This determination will be based on qualification data submitted or past performance. This process typically takes 2-3 weeks from the proposal opening date.

The detailed evaluation may result in one or more finalists. At this point, presentations may be requested of the proposers and negotiation will be carried out to finalize the award of the project. Finalists shall be afforded fair and equal treatment with

respect to any opportunity for discussion and revision of proposals and such revisions may be permitted after submissions and prior to award for the purpose of obtaining best and final offers.

Any response that takes exception to any mandatory items in this proposal process may be rejected and not considered.

11.2 Evaluation Methodology

The factors considered in making the recommendation for award will be all the information requested in this RFP. The technical and price proposals of the RFP are typically evaluated independently of each other.

11.3 Award of Contract

It is the intention of the County to award a contract to the lowest responsive and most responsible proposer provided that the proposal has been submitted in accordance with the terms and conditions of the RFP and does not exceed the budgeted funds available.

11.4 Basis for Award

Information and/or factors gathered during interviews, negotiations and any reference checks, in addition to the evaluation criteria stated in the RFP, if any, and any other information or factors deemed relevant by the County, shall be utilized in the final award.

11.5 Right of Rejection

Ingham County reserves the right to reject any or all responses to this Request for Proposal, to waive any informalities or minor irregularities in responses, and/or to negotiate the terms and conditions of all or any part of the responses as determined to be in the County's best interests in its sole discretion.

The Owner will not be obligated to accept the lowest proposal. The owner further reserves the right to approve all subcontractors.

The Owner shall have the right to accept alternates, if provided, in any order or combination, and to determine the low bidder on the basis of the sum of the base bid and the alternates accepted.

11.6 Contract Type

American Institutes of Architects (AIA).

11.7 Contract Approval

The Ingham County Board of Commissioners and other boards and committees must approve the contract resulting from this solicitation. This process typically takes 2-4 weeks from the date the successful Contractor is identified.

11.8 Contract Development & Preparations

- a) Ingham County reserves the right to negotiate further with one or more responsible and responsive proposers. The content of the RFP and the successful proposer's proposal will become an integral part of the contract, but may be modified by the provisions of the contract.
- b) By submission of proposals pursuant to this RFP, proposers acknowledge that they are amenable to the inclusion in a contract of any information provided either in response to this RFP or subsequently during the selection process. A proposal in response to an RFP is an offer to contract with the County based upon the terms, conditions, scope of work and specifications contained in this RFP. The County retains the right not to make any subsequent award.

- c) Furthermore, all proposers, by submitting proposals, agree that they have read, are familiar with all the terms and conditions of the different documents and will abide by the terms and conditions thereof. The County has the right to use, as it determines to be appropriate and necessary, any information, documents, and anything else developed pursuant to the RFP and the proposal.
- d) The County will prepare a formal contract, if one is awarded, specific to this solicitation for execution by the successful proposer. This process typically takes 2-3 weeks from the date the Board has approved the contract.
- e) The County reserves the right to accept or reject in whole or in part any form contract submitted by a proposer and/or to require that amendments be made thereto, or that an agreement drafted by the County be utilized.
- f) The successful proposal shall be incorporated into a resulting contract and shall be a matter of public record subject to the provisions of Michigan law.

11.9 Notification of Award

Upon acceptance by the County, and approval by the Board of Commissioners, the successful proposer will be notified of award in writing by e-mail. Recommendations for awards will be posted on the County's website at <http://pu.ingham.org>. All proposers will be notified by e-mail of the County's decision.

11.10 Contract Execution

The successful proposer shall commence work only after the transmittal of a fully executed contract and after receiving written notification to proceed from the County. A valid and enforceable contract exists when an agreement is fully executed between the parties.

The successful proposer will perform all the services indicated in the RFP and in the negotiated contract. The successful proposer shall within ten (10) days of commencement of work under contract furnish the required insurance. Bonds, if required, shall also be submitted at this time.

11.11 Escalation Clause (if applicable)

- a) The Ingham County Board of Commissioners (Board) recognizes the current difficult economic conditions and the subsequent minimal cost of living increases for County employees. As such, Contractors should fully understand that proposed contracts with cost increases greater than 1% will receive extra scrutiny from the Board and may be rejected and rebid.
- b) Price adjustments may be requested pursuant to the terms of the contract; however, the Contractor must notify the County within ninety (90) days prior to the current term's expiration date.
- c) Prior to commencement of subsequent renewal terms, the County may entertain a request for escalation in accordance with the current Consumer Price Index (CPI) at the time of the request or up to a maximum 1% increase on the current pricing, whichever is lower. For purposes of this section, "Consumer Price Index" shall mean the Consumer Price Index-All Urban Consumers-United States Average-All Items (CPI-U), as published by the United States Department of Labor, Bureau of Labor Statistics.
- d) The County reserves the right to accept or reject the request for a price increase. If the price increase is approved, the price will remain firm for one (1) year from the date of the increase or whatever term was previously authorized by the Board.

PROPOSAL FORM

**RFP #17-14 - Construction of Hoop Building at the Ingham County Fairgrounds
(Please Type or Print Clearly in Ink)**

BIDDER'S NAME: _____

LEGAL ADDRESS: _____

TELEPHONE NO.: _____ FAX NO.: _____

CONTACT PERSON _____ CELL PHONE _____

PROPOSAL FOR: **RFP #17-14 - Construction of Hoop Building at the Ingham County Fairgrounds**

BID OPENING: **March 4, 2014 at 11:00 A.M.**

Time is of the essence and any Bid or addenda pertaining thereto received after the announced time and date for submittal, whether by mail or otherwise, will be rejected. It is the sole responsibility of the bidders for ensuring that their Bids are time stamped by the Purchasing Department. Bids and/or any addenda pertaining thereto received after the announced time and date of receipt, by mail or otherwise, will be returned to the bidder. However, nothing in this solicitation precludes the County from requesting additional information at any time during the procurement process.

TO: Ingham County Purchasing Department
Attention: Mr. James C. Hudgins, Jr., Purchasing Director
C. Ross Hilliard Building, 2nd Floor
121 E. Maple St
Mason, MI 48854

Each bid must be accompanied by a bid guarantee in an amount equal to five percent (5%) of the total bid amount. Guarantee shall be in the form of a bid bond executed by an approved surety company, made payable to the County of Ingham. Bid guarantee shall run for a period of not less than ninety (90) days.

Should you decide to utilize an express delivery service, please note that we are located at the intersection of Maple Street and Jefferson Street.

To The Bidder:

The undersigned, as Bidder, hereby declares that before submitting a bid, he/she will: (a) examine the bidding documents thoroughly; (b) familiarize himself/herself with Federal, State, and local laws, ordinances, rules and regulations affecting performance of the work; and, (c) carefully correlate his/her observations with the requirements of the bidding documents. The bidder shall be responsible for investigating and evaluating subsurface or latent physical conditions along the site of the work. Where information concerning existing conditions, including subsurface conditions, is provided or mentioned in the RFP, such information is provided for the convenience of the bidder and to provide the bidder information known by Ingham County. However, Ingham County does not represent or guarantee any specific site conditions, including subsurface conditions. The bidder shall be solely responsible for all necessary site investigations and measurements to ensure the bid is based on conditions, which exist in and adjacent to the project site.

The submission of a bid will constitute an incontrovertible representation by the bidder that he/she has complied with and understands every requirement of these instructions. Failure or omission of the bidder to do all of the foregoing shall in no way

relieve the bidder from any obligations in respect to his/her bid.

The undersigned agrees upon submitting this bid that his/her agents, officers, or employees have not directly or indirectly entered into any agreement, participated in any collusion, or otherwise taken any action in restraint of free competitive bidding in connection with this proposal for the above project.

The Bidder understands, that Ingham County reserves the right to increase or decrease any or all of the proposed quantities. The quantities listed in the RFP may be approximate and are stated solely to provide a uniform base of calculation for comparison of bids and award of contract. No guarantee is made by the County that the actual quantities will correspond with the proposed quantities. The Contractor will be paid based upon his/her lump sum and/or unit prices bid and any alternates accepted by the County and as may be further modified by Change Order for work added or deleted from the project indicated in the RFP.

The Bidder acknowledges that he/she has not received or relied upon any representations or warranties of any nature whatsoever from the Ingham County, its agents or employees as to any conditions to be encountered in accomplishing the Work (specifically including subsoil conditions), and that this bid is based solely upon the Bidder's own independent judgment.

The work shall be performed in accordance with the enclosed Drawings and Specifications prepared by the County's Architect.

This proposal will not be withdrawn for a period of ninety (90) days from the date of bid opening. If, during this ninety (90) day bid acceptance period, a letter of notification is sent to the legal address stated above indicating the undersigned's bid has been selected, the undersigned agrees to deliver within the ten (10) succeeding days surety bonds and certificates of insurance in the form specified, or will forfeit the enclosed certified check, cashier's check or bid bond accompanying this proposal.

If awarded the Contract, the undersigned agrees that time is an essential condition of the Contract and will totally complete the work as specified from Notice to Proceed. Normal delays in this project will be accepted due to rain or inclement weather. These delays must be submitted in writing to the Owner for review and approval within forty-eight (48) hours of the event.

This Proposal has been prepared with the knowledge that control of the project site and coordination of the work of this Contract with the work of others will be subject to the direction of Ingham County and/or its agents. The undersigned agrees that cooperation with other contractors and the Ingham County in coordinating the work is offered as a part of this Proposal.

If the undersigned enters into the Contract in accordance with this Proposal, or if this Proposal is rejected, then the accompanying check or bid bond will be returned to the undersigned.

In submitting this bid, it is understood that the right is reserved by the Ingham County to accept any bid, or reject any or all bids, to waive irregularities and/or formalities in any bid and to make award in any manner deemed in the best interest of the Ingham County.

Any bid that is in excess of \$50,000.00, if awarded, will be required to provide 100 percent (100%) of the contract amount coverage in Performance Bond and Payment Bond as required by Public Act 1963, No. 213. The bond must be with surety companies satisfactory to Ingham County and who are listed in the Federal Register as published by the U.S. Department of Treasury under the most recently revised Circular 570. In addition, each surety company shall be admitted and licensed to do business in the State of Michigan by the Michigan Department of Labor and Economic Growth Office of Finance and Insurance and have a minimum A.M. Best Company's Insurance Report Rating of A or A- (Excellent).

The name and address of the bonding company proposed by this bidder is:

The Owner reserves the right to evaluate all proposed bonding, with regards to conformance with current laws of the State of Michigan. No Offshore Bonding Companies will be accepted.

The Contractor will be required to assume responsibility for all services offered in the Bid whether or not they possess them within their organization. Furthermore, Ingham County will consider the selected Contractor to be the sole point of contact with regard to contractual matters, including payment of any and all charges resulting from the contract.

ACCEPTANCE

This Proposal shall be valid for ninety (90) days after the date of opening of bids; the undersigned agrees to begin work within ten (10) days of Notice to Proceed.

NOTICE OF INTENT

Prior to bid award and after bid tabulations, the Owner will provide the recommended bidder with a Notice of Intent Letter so the Contractor can secure the required bonding.

NOTICE TO PROCEED

After bonding is received and approved, the Owner will provide the Contractor a Notice to Proceed. The authorized contract will follow within 7-10 days.

COMENCEMENT OF WORK AND WORK LIMITATIONS

The undersigned will begin work as specified after Notice to Proceed.

FINAL COMPLETION

The undersigned will complete all work as specified after the award of contract except for minor replacement, correction, or adjustment, which does not interfere with the complete operation and utilization of all parts of the work, contracted by him or her, by **June 1, 2014**.

SUB-CONTRACTORS, SUPPLIERS, AND VENDORS

The undersigned, upon request of the Owner, agrees to submit to the Owner a complete list of sub-contractors, suppliers, and vendors whom he or she proposes to employ on this project, to be approved by the Owner.

ADDENDA FORM

**RFP #17-14 - Construction of Hoop Building at the Ingham County Fairgrounds
(Please Type or Print Clearly in Ink)**

The following addenda have been received and acknowledged:

#1 date _____ #2 date _____ #3 date _____

SIGNED THIS _____ DAY OF _____, 2012.

Respectfully Submitted,

BY: _____
Authorized Signature of Bidder

TITLE: _____

LEGAL STATUS OF BIDDER FORM

**RFP #17-14 - Construction of Hoop Building at the Ingham County Fairgrounds
(Please Type or Print Clearly in Ink)**

(The Bidder shall check and fill out the appropriate form.)

☐ Corporation

☐ Partnership

☐ Individual

Name

Title

Address

Phone #

Fax #

Federal Tax I.D. Number

NON-COLLUSION AFFIDAVIT OF PRIME BIDDER FORM
RFP #17-14 - Construction of Hoop Building at the Ingham County Fairgrounds
(Please Type or Print Clearly in Ink)

State of _____, County of _____.

_____, being first duly sworn, deposes and says that:

(Name)

(1) He/she is the _____, of _____.
(Title) (Company Name)

(2) He/she is fully informed respecting preparation and content of the attached Bid and of all pertinent circumstances respecting such Bid;

(3) Such Bid is genuine and not a collusive or sham bid;

(4) Neither the Bidder nor any of its officers, partners, owners, agents, representatives, employees, or parties in interest, including this affiant, has any way colluded, conspired, connived, or agreed directly or indirectly, with any other Bidder, firm, or person to submit a collusive or sham Bid in connection with the Contract for which the attached Bid has been submitted or to refrain from bidding in connection with such Contract, or has in any manner, directly or indirectly, sought by agreement or collusion or communication or conference with any other Bidder, firm, or person to fix the price or prices in the attached Bid or of any other Bidder, or to fix any overhead, profit, or cost element of the bid price of any other Bidder, or to secure through any collusion, conspiracy, connivance, or unlawful agreement any advantage against the Charter Township of Delhi or any person interested in the proposed Contract;

(5) The price or prices quoted in the attached Bid are fair and proper and are not tainted by any other collusion, conspiracy, connivance, or unlawful agreement on the part of the Bidder or any of its agents, representatives, owners, employees, or parties in interest, including this affiant.

(Signature)

_____(Title)

Subscribed and sworn before me

This _____ day of _____, 20_____

Signature of Notary Public

Name of Notary _____,

County _____, Commission Expiration _____

COST FORM

**RFP #17-14 - Construction of Hoop Building at the Ingham County Fairgrounds
(Please Type or Print Clearly in Ink)**

Bidder Name: _____

Address: _____

Base Bid:

Having carefully examined the information provided in this RFP as well as construction documents, specifications, City review letters, and the premises and conditions affecting the work, the Undersigned proposes to furnish all labor, materials, tools, equipment, permit fees, and services necessary to perform and complete the entire work for the fee as listed below. A schedule of values will be required as part of the contract, if awarded.

Total Bid \$ _____

Substitutions:

In accordance with the stipulations herein, the Undersigned submits the following substitutions:

Add \$ _____ Deduct \$ _____

Add \$ _____ Deduct \$ _____

With the understanding that these substitutions are for consideration only and that after due investigation, if any such substitutions are accepted, the applicable amounts will be deducted from the Base Bid as stated. Further, these substitute proposals are separate from and not a part of the Base Bid. (Attach separate sheet if required).

Signed _____ Date _____

LOCAL PURCHASING PREFERENCE FORM

RFP #17-14 - Construction of Hoop Building at the Ingham County Fairgrounds

(Please type or print clearly in ink only)

1. Do you desire to have your company considered a "local vendor" and therefore have your Bid evaluated with the 10% local purchasing preference? ____ Yes ____ No
2. If yes, please provide below the verifiable business address (not a PO Box) at which your business is being conducted?
3. Complete Legal Firm Name: _____
4. Company Address: _____
5. Company Phone: () _____ Fax: () _____
6. Name and title of person authorized to sign on behalf of your company:

7. Signature/date: _____

Note: Local vendors who utilize non-local vendors as subcontractors for more than 50% of the work in a specific bid or proposal are not entitled to the preference for that specific bid or proposal.

REFERENCES FORM

RFP #17-14 - Construction of Hoop Building at the Ingham County Fairgrounds

(Please type or print clearly in ink only)

The Contractor shall have the capability and capacity in all respects to fulfill the contractual requirements to the satisfaction of the County.

Indicate the length of time you have been in business as a company providing the type of service required for this contract.

_____ Years _____ Months **SOM Business license #:** _____

Provide a minimum of three (3) references that may substantiate your past work performance and experience in the type of work required for this contract.

Name, Address, Phone Number, Scope of Services Performed and Contact Person

1. _____

2. _____

3. _____

SIGNATURE FORM

RFP #17-14 - Construction of Hoop Building at the Ingham County Fairgrounds

(Please type or print clearly in ink only)

My signature certifies that the Bid as submitted complies with all terms and conditions as set forth in this solicitation, except as noted herein. My signature also certifies that the accompanying Bid is not the result of, or affected by, any unlawful act of collusion with another person or company engaged in the same line of business or commerce.

I hereby certify that I am authorized to sign as a representative for the firm:

Complete Legal Name of Firm:

Order from Address: _____

Remit to Address: _____

Fed ID No.: _____

Signature: _____

Name (type/print): _____

Title: _____

Telephone: (____) _____ Fax No.: (____) _____

Date: _____

Notification of Award sent to: _____

E-mail of Person Receiving Award Notification: _____

STATISTICAL QUESTIONNAIRE FORM - OPTIONAL
RFP #17-14 - Construction of Hoop Building at the Ingham County Fairgrounds
(Please type or print clearly in ink only)

The Ingham County Board of Commissioners monitors workplace demographics of bidders and vendors for statistical purposes and to indicate the need for inclusive outreach efforts to ensure that members of underutilized groups have equal opportunity to contract with the affected departments.

To that end, the County requests vendors to submit as part of their response to any formal solicitations, the following workplace diversity information. Vendors are encouraged to complete as much information as possible. This information will be used for statistical purposes only. Statistical information shall be submitted to the County in a separate sealed envelope containing the notation "STATISTICAL INFORMATION-NOT TO BE OPENED UNTIL AFTER THE AWARD OF THE CONTRACT". Upon receipt of these separate sealed envelopes, the Purchasing Department segregates the envelopes from the other Bid documentation. The envelopes containing the statistical information are not opened until the award of the contract, and are not considered, in any way, in the award of any contract.

1. What percentage of your firm's workforce is?

Female	_____%		
Physically-disabled	_____%		
Veteran	_____%		
African-American	_____%	Caucasian	_____%
Asian-Indian American	_____%	Hispanic-American	_____%
Asian-Pacific American	_____%	Native-American	_____%

2. If your business is at least 51% owned by one of the following individuals, please check all that apply:

<input type="checkbox"/> Female	<input type="checkbox"/> African-American	<input type="checkbox"/> Caucasian
<input type="checkbox"/> Disabled	<input type="checkbox"/> Asian-Indian American	<input type="checkbox"/> Hispanic-American
<input type="checkbox"/> Veteran	<input type="checkbox"/> Asian-Pacific American	<input type="checkbox"/> Native-American

3. Complete Legal Firm Name: _____
4. Company Address: _____
5. Company Phone: () _____ Fax: () _____
6. Name and title of person authorized to sign on behalf of your company:

Signature/date: _____

Prevailing Wage Rates

RFP #17-14 - Construction of Hoop Building at the Ingham County Fairgrounds

General Decision Number: MI140084 01/03/2014 MI84

Superseded General Decision Number: MI20130084

State: Michigan

Construction Type: Building

County: Ingham 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 01/03/2014

ASBE0047-002 07/01/2013

	Rates	Fringes
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ASBESTOS WORKER/HEAT & FROST INSULATOR.....	\$ 28.82	15.78
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BOIL0169-001 01/01/2012

	Rates	Fringes
--	-------	---------

BOILERMAKER.....	\$ 31.88	25.89
------------------	----------	-------

BRMI0009-009 08/01/2011

	Rates	Fringes
--	-------	---------

BRICKLAYER

Bricklayer.....	\$ 27.32	15.87
Terrazzo and Tile Finisher..	\$ 18.18	11.64
Terrazzo and Tile Setter....	\$ 21.53	13.66

FOOTNOTE:

Paid Holiday: Fourth of July, if the worker was employed by the contractor in any period of seven working days before said holiday within the current calendar year.

CARP1004-004 07/01/2013

	Rates	Fringes
--	-------	---------

CARPENTER (Soft Floor Layer, Including Carpet & Resilient		
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Flooring).....\$ 24.37 16.50

CARP1004-018 07/01/2013

Rates Fringes

CARPENTER, Includes

Acoustical Ceiling

Installation, Drywall

Hanging, Form Work, and Metal

Stud Installation.....\$ 24.37 16.50

CARP1102-002 06/01/2012

Rates Fringes

MILLWRIGHT.....\$ 31.07 27.64

ELEC0252-001 06/03/2013

Townships of Bunker Hill, Leslie, Onodaga & Stockbridge

Rates Fringes

ELECTRICIAN

Alarm Installation & Low

Voltage Wiring.....\$ 25.72 13.87

Excludes Alarm

Installation and Low

Voltage Wiring.....\$ 39.03 20.88

*** ELEC0665-004 06/01/2013**

**Townships of Alaiedon, Aurelius, Delhi, Ingham, Lansing, Leroy,
 Locke, Meridian, Vevay, Wheatfield, White Oak and Williamson**

Rates Fringes

ELECTRICIAN

Alarm Installation & Low

Voltage Wiring.....\$ 26.62 13.95

Excludes Alarm

Installation & Low Voltage

Wiring.....\$ 31.33 20.01

ENGI0324-012 07/01/2013

Rates Fringes

OPERATOR: Power Equipment

GROUP 1.....\$ 29.09 20.90

GROUP 2.....\$ 28.84 20.90

GROUP 3.....\$ 27.74 20.90

GROUP 4.....\$ 22.94 20.90

GROUP 5.....\$ 22.34 20.90

GROUP 6.....	\$ 19.89	20.90
GROUP 7.....	\$ 18.19	20.90

FOOTNOTES:

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.

GROUP 2: Crane operator with main boom and jib 140' or longer, tower crane, gantry crane, whirley derrick

GROUP 3: Concrete Pump; Crane; Highlift; Hoist; Loader; Roller; Scraper; Stiff Leg Derrick; Trencher

GROUP 4: Bobcat/Skid Loader; Broom/Sweeper; Fork Truck (over 20' lift)

GROUP 5: Boom Truck (non-swinging)

GROUP 6: Fork Truck (20' lift and under for masonry work)

GROUP 7: Oiler

IRON0025-001 03/01/2013

Rates	Fringes
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IRONWORKER

REINFORCING.....	\$ 28.30	24.60
STRUCTURAL (Excluding Metal Building Erection)....	\$ 33.29	25.34

*** LABO0499-012 10/01/2013**

Rates	Fringes
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LABORER

Common or General; Grade Checker; Mason Tender - Brick; Mason Tender - Cement/Concrete; Pipelayer; Sandblaster.....	\$ 21.84	12.46
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PAIN0845-001 06/06/2013

	Rates	Fringes
PAINTER: Brush, Roller, Spray and Paperhanging.....	\$ 21.74	11.50
PAINTER: Drywall Finishing/Taping.....	\$ 24.00	12.89

PLAS0016-011 06/01/2012

	Rates	Fringes
CEMENT MASON/CONCRETE FINISHER...	\$ 24.64	12.88

PLUM0333-006 06/01/2013

	Rates	Fringes
PIPEFITTER, Includes HVAC Pipe and Unit Installation.....	\$ 33.19	19.78
PLUMBER, Excludes HVAC Pipe and Unit Installation.....	\$ 33.19	19.78

FOOTNOTE:

**Paid Holidays: Memorial Day, Independence Day and Labor Day,
if the employee works the work day preceding and following
the holiday unless proven illness or injury prevents the
employee from working.**

ROOF0070-003 06/01/2011

	Rates	Fringes
ROOFER.....	\$ 23.88	13.22

SFMI0669-001 07/01/2013

	Rates	Fringes
SPRINKLER FITTER (Fire Sprinklers).....	\$ 31.25	17.12

SHEE0007-004 05/01/2012

	Rates	Fringes
SHEET METAL WORKER (Including HVAC Duct Installation; Excluding HVAC System Installation).....	\$ 27.10	18.79

SUMI2011-009 02/01/2011

	Rates	Fringes
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IRONWORKER, ORNAMENTAL.....\$ 18.48 7.93

LABORER: Landscape &
Irrigation.....\$ 8.00 0.00

METAL BUILDING ERECTOR.....\$ 16.92 6.32

OPERATOR:
Backhoe/Excavator/Trackhoe.....\$ 21.34 7.57

OPERATOR: Bulldozer.....\$ 20.63 8.21

OPERATOR: Grader/Blade.....\$ 22.00 6.29

OPERATOR: Tractor.....\$ 19.10 8.48

TRUCK DRIVER: Dump Truck.....\$ 16.00 7.26

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.**

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Unlisted classifications needed for work not included within
the scope of the classifications listed may be added after
award only as provided in the labor standards contract clauses
(29CFR 5.5 (a) (1) (ii)).

The body of each wage determination lists the classification
and wage rates that have been found to be prevailing for the
cited type(s) of construction in the area covered by the wage
determination. The classifications are listed in alphabetical
order of "identifiers" that indicate whether the particular
rate is union or non-union.

Union Identifiers

An identifier enclosed in dotted lines beginning with
characters other than "SU" denotes that the union
classification and rate have found to be prevailing for that
classification. Example: PLUM0198-005 07/01/2011. The first
four letters , PLUM, indicate the international union and the
four-digit number, 0198, that follows indicates the local union
number or district council number where applicable , i.e.,

Plumbers Local 0198. The next number, 005 in the example, is an internal number used in processing the wage determination. The date, 07/01/2011, following these characters is the effective date of the most current negotiated rate/collective bargaining agreement which would be July 1, 2011 in the above example.

Union prevailing wage rates will be updated to reflect any changes in the collective bargaining agreements governing the rates.

0000/9999: weighted union wage rates will be published annually each January.

Non-Union Identifiers

Classifications listed under an "SU" identifier were derived from survey data by computing average rates and are not union rates; however, the data used in computing these rates may include both union and non-union data. Example: SULA2004-007 5/13/2010. SU indicates the rates are not union majority rates, LA indicates the State of Louisiana; 2004 is the year of the survey; and 007 is an internal number used in producing the wage determination. A 1993 or later date, 5/13/2010, indicates the classifications and rates under that identifier were issued as a General Wage Determination on that date.

Survey wage rates will remain in effect and will not change until a new survey is conducted.

WAGE DETERMINATION APPEALS PROCESS

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

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

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

With regard to any other matter not yet ripe for the formal process described here, initial contact should be with the

Branch of Construction Wage Determinations. Write to:

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

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

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

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

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

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

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

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END OF GENERAL DECISION