



**Niles DDA Main Street  
PUBLIC RESTROOM REFURBISHING PROJECT**

**ADVERTISEMENT**

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**CONTRACT**

**FEDERAL LABOR STANDARDS**

**PROVISIONS FEDERAL DAVIS-BACON  
WAGE**

**DETERMINATION**

Niles DDA Main Street  
333 N 2nd St.  
Suite 303  
Niles, MI 49120  
(269) 687-4332

email: [LCROTEAU@NILESMI.ORG](mailto:LCROTEAU@NILESMI.ORG)

September 2024

## **ADVERTISEMENT FOR BIDS**

### **NILES DDA MAIN STREET, MICHIGAN PUBLIC RESTROOM REFURBISHING PROJECT**

Sealed proposals will be received by Niles DDA Main Street, Niles, Michigan in the office of the Niles DDA Main Street in Suite 303 until 10:00am Local Time on September 24, 2024, at which time and place the proposals will be publicly opened and read aloud for the public restroom rehabilitation project consisting outlined in the specifications that can be found on-line at: <https://www.uncoverniles.com/program>

The proposal as well as the plans and specifications under which the work will be done are on file and may be examined at the Niles DDA Main Street Office, City Hall, 333 N. 2nd St., Suite 303, Niles, Michigan, 49120 (269-687-4332). Copies thereof may be obtained electronically from Niles DDA Main Street.

All bidders are required to sign a certification that they will comply with all Federal and State non-discrimination laws and regulations.

A certified check or bidder's bond in an amount of not less than five percent (5%) of the amount of the proposal will be required with each proposal. Proposals submitted without the certified check or bidders bond will not be accepted.

This is a project funded in part through the Michigan Department of Economic Development's Revitalization and Placemaking (RAP). As such, Davis Bacon wages apply to this contract and should be taken into consideration when responding. The wage determination for this project is # MI20240078.

Niles DDA Main Street reserves the right to accept any proposal in its entirety or in part, whichever is in the best interest of the project as well as to negotiate terms with the successful bidder to address any aspects of the proposal that may need modification or clarification.

Niles DDA Main Street reserves the right to reject any or all proposals, to waive irregularities in proposals and to accept the proposal that in the opinion of the Niles DDA Main Street Board of Directors is most advantageous to Niles DDA Main Street.

No bid shall be withdrawn after the opening of bids for a period of thirty (30) days after the scheduled time of receiving bids.

Niles DDA Main Street  
Lisa Croteau  
Program Manager

**PROPOSAL TO NILES DDA MAIN STREET, NILES, MICHIGAN**

**PUBLIC RESTROOM REFURBISHING**

The undersigned, having familiarized himself/herself/themselves with the local conditions affecting the cost of the work, and with the Advertisement, the Form of Proposal, Specifications and Plans on file in the Department of Public Works, hereby proposes to perform everything required to be performed and to provide and furnish all the labor, materials, necessary tools, expendable equipment, and all utility and transportation services necessary to perform and complete in a workmanlike manner all the work required for the Public Restroom Rehabilitation Project and related work in the City of Niles, all in accordance with the specifications as prepared by Lisa Croteau, Program Manager, at and for the following named unit prices to wit:

**Public Restroom Refurbishing**

Location	Description	Total Price
<b>Mens Restroom</b>		
	Remove and dispose of existing partition walls	
	Remove and dispose of one (1) water closet	
	Patch wall where removed	
	Install new partition walls to expand size of the remaining stall	
	Add grab bar	
	Replace toilet paper dispenser	
	Add new partitions to urinals	
	Replace two (2) lavatory faucets	
<b>Womens Restroom</b>		
	Remove and dispose of existing partition walls	
	Remove and dispose of two (2) womens urinals	
	Remove drains and water supplies to two (2) womens urinals	
	Replace with one (1) water closet	
	Patch wall where removed	
	Install new partition walls to expand size of the remaining stall	
	Add grab bar	
	Replace toilet paper dispenser	
	Replace two (2) lavatory faucets	

**TOTAL BID PRICE (BASE BID) \$ \_\_\_\_\_**

Proposal – continued

**BIDDER'S EXCEPTIONS OR COMMENTS:**

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

**COMPLETION DATE:** \_\_\_\_\_

**SUB-CONTRACTORS:** \_\_\_\_\_

**LIST NUMBER OF EMPLOYEES YOU PLAN TO HAVE SIGNIFICANTLY INVOLVED WITH THIS PROJECT AT ANY ONE TIME?:** \_\_\_\_\_

**LIST ALL EQUIPMENT TO BE USED ON THIS PROJECT:**

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

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

The undersigned hereby agrees that if the foregoing proposal shall be accepted by the City, he will, within ten (10) consecutive calendar days after receiving notice of acceptance of such proposal, enter into contract, in the appropriate form, to furnish the labor, materials, equipment, tools, and construction equipment necessary for the full and complete execution of the work, at and for the price named in his proposal, and he will furnish to the said City and to the State of Michigan, such surety for the faithful performance of such contract and for the payment for all materials used in this work and for labor expended thereon as shall be approved and accepted by said City.

The undersigned hereby agrees that if the said City shall accept this foregoing proposal he will complete the entire work of this contract by \_\_\_\_\_.

The undersigned attaches hereto a bidder's bond or certified check in the sum

of \_\_\_\_\_

\_\_\_\_\_ dollars ( \$ \_\_\_\_\_ ) as required in the Instruction to Bidders and the undersigned agrees that in case he shall fail to fulfill his obligations under the foregoing proposal and agreement, then said City may at its option determine that the undersigned has abandoned his right and interests in such proposal and that the certified check accompanying his proposal has been forfeited to the said City, but otherwise, the said certified check shall be returned to the undersigned upon the execution of such contract and the acceptance of his bond or upon rejection of this proposal

Proposal – continued

In interest of expediting the award of this contract the undersigned may be required to show that he has performed work similar to that included for a period under the proposed contract for which his proposal is offered.

In submitting this bid it is understood that the right is reserved by the Niles DDA Main Street to reject any and all bids.

Niles DDA Main Street reserves the right to accept any proposal in its entirety or in part, whichever is in the best interest of the project as well as to negotiate terms with the successful bidder to address any aspects of the proposal that may need modification or clarification.

It is agreed that this bid may not be withdrawn of forty-five (45) days after the opening thereof.

Dated and signed at \_\_\_\_\_, State of \_\_\_\_\_,  
this \_\_\_\_\_ day of \_\_\_\_\_, 2024

\_\_\_\_\_  
Company Name

\_\_\_\_\_  
Name of Bidder (Print or Type)

\_\_\_\_\_  
Signature of Bidder (Authorized Signature)

Title: \_\_\_\_\_

Business Address: \_\_\_\_\_

\_\_\_\_\_  
Telephone Number \_\_\_\_\_ FAX Number \_\_\_\_\_

Cell Phone Number \_\_\_\_\_

E-Mail Address \_\_\_\_\_

**CERTIFICATION OF NON-DISCRIMINATION**

**Please Check One**

A. Contractor \_\_\_\_\_ B. Supplier \_\_\_\_\_ C. Other \_\_\_\_\_

**Project/Product Description**

**PUBLIC RESTROOM REFURBISHING**

The undersigned certifies that for the above referenced service(s)/product(s) performed for or furnished to the City of Niles:

1. The undersigned does not discriminate in the purchase of materials or in the hiring of personnel, or in the sub-contracting of personnel, on the basis of religion, race, color, national origin, sex, age or handicap.
2. That all Federal and State statutes and regulations pertaining to discrimination on the basis of religion, race, color, national origin, sex, age or handicap have been and shall continue to be fully observed.
3. The undersigned will indemnify and hold harmless Niles DDA Main Street and the City of Niles, its agents and employees, from any and all liability founded upon a claim of violation of Civil Rights or affirmative action regulations pertaining to discrimination.

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Signature	Date
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Print Name

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Company Name

## **INSTRUCTIONS TO BIDDERS**

### **Work to be Done**

The work to be done under this contract includes the furnishing of all labor, materials and construction equipment necessary for the proposed park improvement project and other related work complete and in accordance with the plans and specifications.

### **Construction Conditions**

It is required that each bidder will examine the plans and specifications for the work and make a personal examination of the site of the proposed work and its surroundings. It is also expected that he will obtain firsthand information concerning the available facilities for receiving, transporting, handling and storing construction equipment and materials and concerning other environmental conditions that may affect his work.

### **Basis Upon Which Proposals are Solicited**

Proposals are solicited for the proposed park improvement project as shown on the plans or described in the specifications. The basis on which proposals will be received will be that of unit prices for the work described in the Form of Proposal.

The preliminary estimates of quantities indicated, although given with as much accuracy as is practicable beforehand, are to be regarded as approximate only, and as being given for the general guidance of bidders and as a basis upon which the different proposals will be compared. Niles DDA Main Street reserves the right to increase or diminish any or all of the quantities within reasonable limits, and the Contractor will be paid for the actual amount of work completed and accepted by Niles DDA Main Street and at prices stated in his proposal.

### **Time of Completion**

The Contractor shall commence work under this contract as soon as possible and shall fully complete all work under this contract by Sunday, November 17, 2024.

### **Liquidated Damages**

The Contractor shall complete the entire project on or before the date specified or by authorized extension without liquidated damages. The Contractor will be charged \$50.00 per day for each calendar day that the work shall remain uncompleted past the completion date.

### **Form of Proposal**

All proposals must be made and signed by the bidder in the form attached hereto.

All prices stated in the proposal must be plainly written in legible figures. Illegibility of any figures in the proposal will be sufficient cause for rejection of the proposal by the City.

Each proposal must be enclosed in a sealed envelope addressed to the City Clerk of the City of Niles, Michigan, and labeled on the outside **"SEALED BID FOR PUBLIC RESTROOM REFURBISHING"**

### **Conformity to Plans and Specifications**

Proposals must be made in full conformity to all the conditions as set forth for the work is now on file in the Niles DDA Main Street office.

Instruction to Bidders - continued

**Name, Address and Status of Bidder**

The name and legal status of the bidder, that is, as a corporation, partnership, or an individual, shall be stated in the proposal. A corporation bidder shall name the state in which its articles of incorporation are held, and must give the title of the official having authority, under the by-laws, to sign contracts; a partnership bidder shall give the full name and address of partners.

Anyone signing a proposal as an agent of another or others must submit with his proposal legal evidence of his authority to do so.

The place of residence of each bidder, or the office address in the case of a firm or company, with county and state, must be given after his signature.

**Financial Statement**

If required by the City, each bidder under consideration may be required to submit a statement of his/her financial status.

**Certified Check or Bidder's Bond**

Each proposal must be accompanied by a certified check for a sum of not less than five percent (5%) of the amount of the proposal drawn upon some local bank, or upon some other well-known bank in good standing, or upon New York or Chicago Exchange, or a U.S. Government standard form of bidder's bond by a recognized surety company in an amount of five percent (5%) of the amount of the proposal, as a guarantee on the part of the bidder that he will, if called upon to do so, enter into a contract, in the attached form to do the work covered by such proposal and at the prices stated therein and to furnish acceptable surety for its faithful and entire fulfillment. Such certified check or bidder's bond shall be made out to the Treasurer of the City of Niles, Michigan, and shall be subject to the conditions specified in the proposal.

**Written or Oral Explanations**

Should a bidder find discrepancies in or omission from the contract documents, plans or specifications, or should he be in doubt as to their meaning, he may at once notify the Niles DDA Main Street Program Manager, and request an interpretation thereof and he will be held responsible for the prompt delivery of such request. The Niles DDA Main Street Program Manager will thereupon send written instructions in an addendum to all bidders. Niles DDA Main Street will not be responsible for any oral instruction in connection with this contract.

**Execution of Contract**

The bidder whose proposal shall be accepted will be required to execute the contract in the form attached hereto and to furnish sureties as hereinafter specified, within ten consecutive calendar days after receipt of notice of such acceptance. In case of his refusal to do so, he will be considered to have abandoned all of his rights and interests in the award and his certified check or bidder's bond may be declared to be forfeited to the City and the work may be awarded to another.



Instruction to Bidders - continued

### **Bonds and Insurance**

The successful bidder will be required to execute two bonds for the Niles DDA Main Street portion of the work, with surety acceptable to the City; one bond to be executed to the City of Niles, Michigan, to be in the amount of one hundred percent (100%) of the full contract price and is to be conditioned for the faithful fulfillment of the contract and to include the protection of the City from all liens and damage arising out of the work; and the other bond to be executed to the people of the State of Michigan; to be in the amount of one hundred percent (100%) of the full contract price and to be condition for the payment of all labor and materials and for the protection of the City from all liens and damage arising therefrom.

The Workman's Compensation Insurance and Public Liability and Property Damage insurance in the amount specified in the general Conditions must be carried by the Contractor who undertakes the work of the contract and the City of Niles shall be listed as an additional insured on the policy.

### **Right to Accept, to Reject and to Waive Defects**

Niles DDA Main Street reserves the right to accept any proposal, or reject any or all proposals, and to waive defects or irregularities in any proposal. In particular, any alteration, erasure, or interlineations in the contract documents which are attached hereto and specifically made a part of these instructions and of the form of proposal, shall render the accompanying proposal irregular and subject to rejection by Niles DDA Main Street. Niles DDA Main Street will also consider as irregular and subject to rejection proposals that are clearly unbalanced.

### **Award of Contract**

The contract shall be deemed as having been awarded when Niles DDA Main Street Program Managers shall have duly served formal notice of award upon the bidder to whom the Niles DDA Main Street contemplates awarding the contract.

### **Withdrawal of Bids**

Any bidder who has submitted a proposal to Niles DDA Main Street may withdraw his bid at any time prior to the scheduled time for the receipts of bids. No bidder may withdraw his bid after the time stated in the advertisement for opening bids for a period of thirty (30) days thereafter.

### **Return of Bid Deposits**

The bid deposit of all except the three lowest bidders shall be returned within three (3) days after the opening of the bids. The bid deposit of the three lowest bidders will be returned within forty-eight (48) hours after contract and the Niles DDA Main Street has finally approved required bonds.

## **GENERAL CONDITIONS**

### Definition of Terms

The following terms as used in these CONTRACT documents are defined as follows:

**Contractor** - The person, firm or corporation to whom the within contract is awarded by Niles DDA Main Street and who is subject to the terms thereof.

**Sub-Contractor** - A person, firm or corporation other than the Contractor, supplying labor and materials or labor for work at the site of the project.

**Project** - The public improvement proposed by Niles DDA Main Street to be constructed under this contract.

**City** - The City of Niles, Michigan

**Owner** - The City of Niles, Michigan.

**Niles DDA Main Street** - The Board of Directors for the Niles DDA Main Street program.

General Conditions - continued

### **Measurements**

Due and proper measurement of the work will be taken by the Engineer during the progress of the work, and his/her estimates based upon such measurements shall be final and conclusive evidence of the amount of work performed under this contract.

### **Protection Against Accidents**

The Contractor shall put up and shall maintain during the continuance of the work such barriers, lights and other protective devices and shall furnish such watchman as will effectually prevent any accidents in consequence of his/her work; and he/she shall be liable for all accidents and damages occasioned in any way by his acts or neglect, or by the acts or neglect of his Sub-Contractors, agents, employees or workman. The Contractor shall use safety devices that conform to the Michigan Manual of Uniform Traffic Control Devices.

### **Contractor's Insurance**

The Contractor shall not commence work under this contract until he/she has obtained all insurance required under this paragraph and the Owner has approved such insurance, nor shall the Contractor allow any Sub-Contractor to commence work on his sub-contract until all similar insurance required of the Sub-Contractor has been so obtained and approved.

a. Compensation Insurance: The Contractor shall take out and maintain during the life of this contract Workmen's Compensation Insurance for all employees employed at the site of the project and in case any work is sublet the contract shall require the Sub-Contractor similarly to provide Workmen's Compensation Insurance for all of the latter's employees unless such employees who engage are covered by protection afforded by the Contractor. In case any class of employees who engage in hazardous work under this contract at the site of the project is not protected under workmen's compensation statute, the Contractor shall provide and shall cause each sub-Contractor to provide adequate insurance coverage for the protection of is employees not otherwise protected.

b. Public Liability and Property Damage Insurance: \* The Contractor shall take out and maintain during the life of this contract such Public Liability and Property Damage Insurance as shall protect him and any Sub-Contractor performing work covered by this contract from claims for damages for personal injury, including accidental death, as well as from claims for property damages which may arise from operations under this contract whether such operations be by himself/herself or by any Sub-Contractor or by anyone directly or indirectly employed by either of them and the amount of such insurance shall be as follows:

\* Construed as including Contractor's Contingent or Protective Insurance if necessary to protect the Contractor from damage claims arising from the operations under this contract.

Public Liability Insurance in an amount not less than one million dollars (\$1,000,000.00) for each occurrence for injuries, including accidental death to any person, and property Damage Insurance in an amount of not less than one hundred thousand dollars (\$100,000.00) for each occurrence.

The Contractor shall furnish the Owner with satisfactory proof of carriage of the insurance required and the City of Niles shall be listed as an additional insured on the policy.

**Protection of Work**

The Contractor shall assume full responsibility for safeguarding and protection of all buildings, poles and other structures which may occur near his/her work, or in any way may be affected by any of his work under this contract, except as otherwise specifically stated in the contract or specifications.

No trees or shrubbery of any kind shall be moved or destroyed by the Contractor without written permission of the Engineer, and the Contractor will be held fully responsible for any damage incurred by this work to adjoining trees and shrub. Ample precaution shall be taken by the Contractor to protect such trees and shrubs as are to remain in place by surrounding them with fences or other protection before construction work begins. Shrubby that has to be removed shall be preserved and replace in a manner acceptable to the Engineer.

The Contractor shall assume full responsibility for the loss or damage to the work during the entire construction period resulting from the caving earth and from storms, floods, frost, and other adverse weather conditions, and from all other causes whatsoever not directly due to the acts or neglect of the owner, and shall turn the finished work over to the owner in good condition and repair, at the time of final estimate. This responsibility of the Contractor shall cover all those elements included as extra work under this contract in exactly the same manner as the regular work is covered.

**Stored Materials**

Materials and equipment distributed, stored and placed upon or near the site of the work shall at all times be so disposed as to not to interfere with street drainage, or with fire hydrants, or with access hereto, and to hinder any more than may be necessary to maintain the ordinary traffic of the street.

**Labor Laws and Ordinances**

The Contractor shall obey and abide by all the laws of the State of Michigan relating to the employment of labor on public work. The Contractor shall also obey and abide by all the laws and requirements of the City regulating or applying to public improvements, specifically, Ordinance No. 165, Section 6, which states that the Contractor shall be obligated not to discriminate against any qualified employee or qualified applicant for employment because of race, color, creed, nation origin, or ancestry, and said Contractor shall be required to include a similar provision in all sub-contracts. The Contractor, as used in Ordinance No. 165, is defined and declared to be only employers of four or more employees.

**Disorderly Employees**

Disorderly, intemperate or incompetent persons must not be employed, retained or allowed upon the work. Any foreman or workman who refuses or neglects to comply with the directions of the Engineer in the matter of personal conduct shall, at the request of the Engineer, be promptly discharged and shall not thereafter be re-employed without the consent of the Engineer.

**Sanitary Regulations**

The Contractor shall provide at convenient points, properly secluded from observation a sufficient number of toilets for the use of the employees and shall maintain them strictly without nuisance and without offense to the public or to residents in the vicinity of the work.

General Conditions – continued

### **Water Supply**

The Contractor shall make all necessary arrangements for securing an adequate water supply for use in construction and for drinking water for his employees. Water may be taken from the City water mains by making suitable application to the City of Niles Utilities Department. City water drawn from fire hydrants may not be available for this project. If City water is used on the work, the Contractor shall make the necessary advance arrangements and applications and pay all costs involved. Connections, piping and fittings for conveying water shall be furnished and maintained by the Contractor. The Contractor shall make payment for water used to the City of Niles Utilities Department in accordance with their regular established rates.

### **Clean Up**

The Contractor shall at all times keep the premises free from accumulation of waste material or rubbish caused by his/her employees or work. Upon completion of the actual work of construction, the Contractor shall clean up and leave in a neat condition all the premises that he/she has occupied during the construction period.

Before the time of final estimate, the Contractor shall remove from the premises all surplus excavation, debris and rubbish and all unused materials, together with all tool and equipment, or shall deposit them at such point and in such manner as the Engineer may require.

### **Right of Way**

In carrying out the work on private right-of-way, the Contractor shall take due and proper precautions against any injury to adjacent structures and shall hold himself/herself strictly within the rights secured by the City. The city will endeavor to obtain right-of way in plenty of time ahead of construction work, but there shall be no claim for loss of damage by the Contractor due to unforeseen delay on the part of the City in securing the right-of-way.

### **Time and Sequence of Work**

In general, it is the intention and understanding that the Contractor shall have control over the sequence or order of execution of the several parts of the work to be done under this contract and over the method may be distinctly demand by the plans. The Engineer may, however, make such reasonable requirements as may, in his/her judgment, be necessary for the proper and effective protection of work partially or wholly completed, and to these requirements the Contractor shall strictly conform.

### **Sunday and Night Work**

No Sunday work shall be done except in a case of emergency or to protect from damage or injury any work that has already been done; and then only with written consent of the Engineer, and only such an extent as he may judge to be necessary.

Ordinarily no night work shall be carried on which will require the presence of the Engineer or an inspector, except with written permission of the Engineer. Night work is permissible in an emergency but the Contractor shall notify the Engineer, as far as possible in advance, of his intention to carry on such emergency work and of the time and place of doing it.

General Conditions – continued

### **Intent of the Contract Documents**

The contract documents are complementary, and what is called for by any one shall be as binding as if called for by all. The intention of the contract document is to include in the contract price the cost of all labor and materials, water, fuel, plant, equipment, light, transportation and all other expenses as may be necessary for the proper execution of the work.

In interpreting the contract documents, words describing materials or work which have a well-known technical or trade meaning, unless otherwise specifically defined in the contract documents, shall be construed in accordance with such well-known meaning recognized by architects, engineers and the trade.

### **Plans and Specifications**

The nature and extent of the work to be done under this contract shall in accordance with and governed by the plans and specifications therefore which are on file in the Department of Public Works, and which copies are appended hereto and which form a part of this contract.

The specifications describe and define the kinds and quality of materials, the methods and means of construction and the character and quality of workmanship which shall enter into the work of this contract. Additional specifications in further elaboration or explanation of the work to be done may be prepared by the Engineer and supplied to the Contractor during the progress of the work as the Engineer may deem to be necessary or expedient. The owner shall furnish to the Contractor, free of charge, two sets of specifications and blueprint plans.

When required by the specifications, or when called for by the owner, the Contractor shall furnish the owner, for approval, full information concerning the materials or articles which he/she contemplates incorporation in the work. Samples of the materials shall be submitted for approval when so directed. Machinery, equipment, materials, and articles installed or used without such approval shall be at the risk of subsequent rejection.

### **Correction of Work After Final Payment**

Neither the final payment nor any provision in the contract document shall relieve the Contractor of the responsibility for negligence or faulty materials or workmanship within the extent and period provided by law, and, upon written notice, he/she shall remove any defects due thereto and pay for any damage due to other work resulting there from, which shall appear within one year after date of completion and acceptance.

### **Owner's Right to do Work**

If the Contractor should neglect to prosecute the work properly or fail to perform any provision of this contract, the Owner, after three days written notice to the Contractor and his/her surety, may, without prejudice to any other remedy he may have, make good such deficiencies and may deduct the cost thereof from the payment due the Contractor.

### **Sub-Contracts**

This work shall not be sublet without the approval of Niles DDA Main Street.

### **Delays**

If the Contractor is delayed in the completion of the work by any act or neglect of the Owner or Owner's representative or by any other Contractor employed by the Owner, or by causes beyond the Contractor's control, including strikes, lockouts, fire or unavoidable casualties, then the time of completion will be extended for such reasonable time may be agreed upon by the owner and Contractor after notice in writing to the Owner of the cause of such delay. The Contractor must give such notice to the owner within five (5) days following beginning of such delay.

### **Termination for Breach**

In the event that any of the provisions of this contract are violated by the Contractor or by any of his/her Sub-Contractors, the Owner may serve written notice upon the Contractor and the surety of its intention to terminate such contract, such notice to contain the reasons for such intention to terminate the contract, and unless within ten (10) days after the serving of such notice upon the Contractor such violation shall cease and satisfactory arrangement for correction be made, the Contractor shall, upon the expiration of said ten (10) days, cease and terminate. In the event of any such termination, the Owner shall immediately serve notice thereof upon the surety and the Contractor, and the surety shall have the right to take over and perform the contract, provided, however, that if the surety does not commence performance thereof within 30 days from the date of the mailing to such surety of notice of termination, the Owner may take over the work and prosecute the same to completion by contract for the account and at the expense of the Contractor, and the Contractor and his surety shall be liable to the owner for any excess cost occasioned the owner thereby, and in such event the Owner may take possession of and utilize in completing the work, such materials, appliances, and plant as may be necessary therefore.

### **Extra Work**

It is agreed that the Contractor shall do such extra work in connection with this contract as the City may especially order in writing. Such extra work may be paid for at unit prices set up in the contract or, if no prices are acceptable, at a price mutually agreed upon in advance by the Contractor and the City. But if such extra work, or any part thereof, be a kind for which no price has been agreed upon in advance, then the City will pay and the Contractor shall accept, as full compensation for such work, an amount equal to the actual and necessary net cost in money to the Contractor for labor (including compensation insurance) and materials actually used therein, plus fifteen percent (15%) of such net cost for superintendent, power, the use of tools and plant, and all overhead expenses.

During the progress of any extra work which is to be paid for on the basis of net cost plus fifteen percent (15%), the Contractor shall furnish to the Engineer at the end of each day, suitable time slips showing the name of, and number of hours worked by each workman employed thereon, suitable and adequate memoranda of materials used therein, showing the character and amount of each such material, the source from which it was purchased, and the price.

All extra work shall be done by the Contractor in effective and workmanlike manner, and shall be subject to the same restrictions and liabilities as those which apply to the general work of this contract and the Contractor will be responsible for the maintenance and protection of such extra work, until the time of the final acceptance of the entire job by the City.

No claim against the City on account of extra work shall be valid unless such extra work has been previously ordered in writing, and unless such claim has been presented for payment as soon as practicable for the completion of such extra work and before making of the final estimate.

### **Alterations in Plans and Specifications**

The Owner shall have the right to make alterations in the plans and specifications from time to time as the work progresses, and the exercise of said right shall not invalidate this contract nor weaken any of the Contractor's obligations under it. Such alterations shall become binding upon the Contractor upon due notification in writing by the Engineer. When such alterations are so made, and in case the amount to be added or subtracted from the contract sum cannot be agreed upon in advance, or cannot be determined by unit prices enumerated herein, the cost of the work thereby added or omitted shall be estimated by the Engineer, and in the amount so ascertained shall be added to or deducted from the contract sum provided for in the contract. In case of dissent from the said estimate by either party, the question of fair amount to be added or omitted shall be referred to three disinterested arbitrators, one to be appointed within ten (10) days by each of the parties and the third by the two thus chosen.

### **Materials and Workmanship**

In the specifications where a particular material or piece of equipment is specified by reference to some particular make or type, or equal, it is not the intent to limit competition in bidding but to set up by such reference a standard of quality most easily understood and defined. If materials or equipment of other make or type than that specified by name are offered by the Contractor, they will be given full consideration by the Engineer and the Engineer's decision will be final as to whether the materials or equipment are equal to those specified.

Unless otherwise stipulated in the specifications, all workmanship, equipment, material and articles incorporated in the work covered by this contract are to be new and of best grade of their respective kinds for the purpose. The Contractor shall, if required, furnish such evidence as to kind and quality of material as the Engineer may require. The Contractor shall furnish to the owner for his approval, the name of the manufacturer of machinery, mechanical and other equipment, which he/she contemplates installing, together with their performance capacities and other pertinent information.

The Contractor shall furnish suitable tools and building appliances to employ competent labor to perform the work to be done, and any labor or tools or appliances that shall not, in the judgment of the Engineer, be suitable or competent to produce this result may be ordered from the work by him, and such labor and tools or appliances shall be substituted, therefore, by the Contractor as will meet with the approval of the Engineer.

If not otherwise provided, material or work called for in this contract shall be furnished and performed in accordance with well-known established practice and standards recognized by architects, engineer, and the trade.

### **Payment**

At about the close of each month during which satisfactory progress has been made toward the final completion of the work, the Engineer will make an estimate of the amount and value of the work that has been done under this contract during the month, or since the date of the last preceding estimate. Such estimate shall not be required to be made by strict measurements with exactness, but may be made either wholly or in parts by appraisalment or estimation, or by consideration of accounts for labor and material, and it shall be sufficient if it is approximate only. Any error or inaccuracy, which may occur in such progress estimate, may be allowed for or corrected in any subsequent estimate. As soon as practicable after such estimate is made up and certified, and upon receipt of a payment request from the contractor and its approval by the City, the City will pay to the Contractor, on account, a sum equal to ninety percent (90%) of the amount of such estimate, except that the City may deduct and retain out of any such partial payment a sum sufficient to meet any undischarged obligation of the Contractor for labor, materials or equipment furnished for the work in accordance with the provision herein.



## General Conditions - continued

The progress estimates and payments thus provide for will include all extra work which may be done under the provisions of the contract on the same basis as other work is included, all such extra work being regarded herein as essentially a part of the contract and merely an addition to it. No allowances will be made in any progress estimate for materials furnished and delivered on the ground until such materials shall have been permanently incorporated in the work.

### **Contractor's Obligation to Pay Bills**

Before the Contractor shall demand partial or final payment estimates or payment he will furnish the owner if and when requested to do so, supported, if requested, by sworn statements, satisfactory evidence that all persons that have supplied labor, material, or equipment for the work embraced under this contract have been fully paid for the same; and that in case such evidence be not furnished as aforesaid such sums as the Owner may deem necessary to meet lawful claims of such persons may be retained by the Owner from any monies that may be due or become due to the Contractor under this contract until such liabilities shall be fully discharged and the evidence thereof be furnished to the Owner.

### **Owner's Right to Withhold Certain Amount**

In addition to the payment by the Owner under the preceding provisions of these General Conditions, the Owner may withhold a sufficient amount of any payment otherwise due to the Contractor to cover payments that may be earned or due for just claim for labor or materials furnished in and about the performance of the work on the project under this contract, b) for defective work not remedied, and c) for failure of the Contractor to make proper payment to his Sub-Contractor. The Owner shall disburse and shall have the right to act as agent for the Contractor in disbursing such funds as have withheld pursuant to this paragraph to the party or parties who are entitled to payment there from. The Owner will render to the Contractor a proper accounting of all such funds disbursed in behalf of the Contractor.

### **Assignment of Contract**

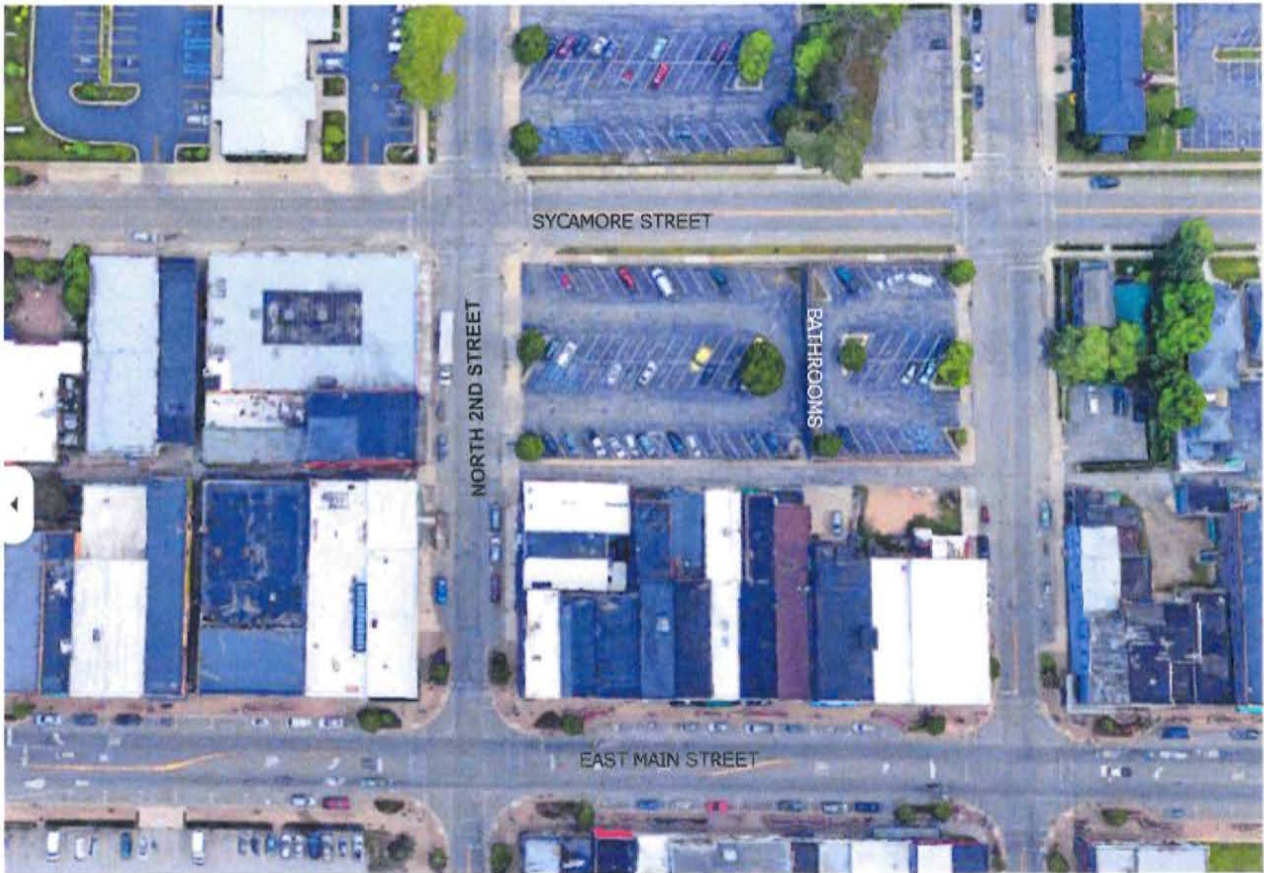
The Contractor shall not assign this contract or any part thereof without the written consent of the Owner. No assignment of this contract shall be valid unless it shall contain a provision that the funds to be paid the Assignee under the assignment are subject to a prior lien for services rendered or materials supplied for the performance of the work called for in said contract in favor of all persons, firms, or corporations rendering such services or supplying such materials.

### **Title in City**

It is agreed that the title of all materials for which the Owner is required to pay and all work completed in full or in the course of completion shall be in the Owner. Title of all equipment not purchased by the Owner shall be in the Contractor, or in the event such equipment is rented, title shall remain the person supplying such rented equipment.

### **Notices**

All notices provided for herein shall be served by Certified Mail addressed to the last known address of the party concerned, and it is agreed service in this manner shall be sufficient.



333 N. 2ND ST  
Suite 303  
PHONE 269.687-4332



**SPECIFICATIONS**

**NILES DDA MAIN STREET  
PUBLIC RESTROOM REFURBISHING**

**PROJECT DESCRIPTION**

The work to be performed under this contract shall consist of furnishing all labor, materials, tools and equipment required to refurbish the public restrooms as stated on PAGE P-1.

The intent is to provide update the current restrooms.

The budgeted amount for the Public Restroom Refurbishing Project is not to exceed **\$21,000.00.**

Specifications – continued

### **PUBLIC UTILITIES**

The following Public Utilities have facilities located in the project area:

Electric	<i>City of Niles, Utilities Department</i>	<i>(269) 683-4700</i>
Water	<i>City of Niles, Utilities Department</i>	<i>(269) 683-4700</i>
Sewer	<i>City of Niles, Department of Public Works</i>	<i>(269) 683-4700</i>

Owners of Public Utilities will not be required by the City to move additional poles or structures in order to facilitate the operation of construction equipment unless it is determined by the Engineer that such poles or structures constitute a hazard to the public or are extraordinary dangerous to the Contractor's operations.

No additional compensation will be paid to the Contractor for delays due to material shortages or other reasons beyond the control of the City, or for delays on construction due to the encountering of existing utilities that are, or are not, shown on the plans.

Work stoppages by employees of utility companies which result in a delay of utility revisions on any portion of this project may be considered the basis for a claim for an extension of time for completion, but will not be considered the basis for a claim for extra compensation or an adjustment in contract unit prices.

### **CODES/REGULATORY AGENCIES**

The Contractor shall comply with all local, state and national codes as they relate to the types of work specified in these specifications.

### **INQUIRIES REGARDING PROJECT**

Inquiries regarding this project should be directed to:

- Lisa Croteau (LCROTEAU@NILES.MI.ORG)
- Program Manager
- Niles DDA Main Street City of Niles  
333 N 2nd St.
- Suite 303  
Niles, MI 49120  
(269) 687-4332

**EQUAL OPPORTUNITY CLAUSE  
(EXECUTIVE ORDER 11246)**

During the performance of this contract, the contractor agrees as follows:

- (1) The contractor will not discriminate against any employee or applicant for employment because of race, color, religion, sex, or national origin. The contractor will take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their race, color, religion, sex or national origin. Such action shall include, but not be limited to the following: employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided by the contracting officer setting forth the provisions of this nondiscrimination clause.
- (2) The contractor will, in all solicitations or advancements for employees placed by or on behalf of the contractor, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex or national origin.
- (3) The contractor will send to each labor union or representative of workers with which he has a collective bargaining agreement or other contract or understanding, a notice, to be provided by the agency contracting officer, advising the labor union or workers' representative of the contractor's commitments under Section 202 of Executive Order No. 11246 of September 24, 1965, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.
- (4) The contractor will comply with all provisions of Executive Order No. 11246 of Sept. 24, 1965, and of the rules, regulations, and relevant orders of the Secretary of Labor.
- (5) The contractor will furnish all information and reports required by Executive Order No. 11246 of September 24, 1965, and by the rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to his books, records, and accounts by the contracting agency and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.
- (6) In the event of the contractor's noncompliance with the nondiscrimination clauses of this contract or with any of such rules, regulations, or orders, this contract may be cancelled, terminated, or suspended in whole or in part and the contractor may be declared ineligible for further Government contracts in accordance with procedures authorized in Executive Order No. 11246 of Sept. 24, 1965, and such other sanctions may be imposed and remedies invoked as provided in Executive Order No. 11246 of September 24, 1965, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.
- (7) The contractor will include the provisions of paragraphs (1) through (7) in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to Section 204 of Executive Order No. 11246 of September 24, 1965, so that such provisions will be binding upon each subcontractor or vendor. The contractor will take such action with respect to any subcontract or purchase order as may be directed by the Secretary of Labor as a means of enforcing such provisions including sanctions for noncompliance: Provided, however, that in the event the contractor becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction, the contractor may request the United States to enter into such litigation to protect the interests of the United States." [Sec. 202 amended by EO 11375 of Oct. 13, 1967, 32 FR 14303, 3 CFR, 1966-1970 Comp., p. 684, EO 12086 of Oct. 5, 1978, 43 FR 46501, 3 CFR, 1978 Comp., p. 230]

### SECTION 3 CLAUSE

1. All contractors and subcontractors and the City itself when acting as a contractor shall be asked to indicate a good faith effort to meet the Section 3 requirement by signing contracts which contain the clause set forth in 24 CFR 135.20(b) as follows:
  - A. The work to be performed under this contract is on a project assisted under a program providing direct Federal financial assistance from the Department of Housing and Urban Development and is subject to the requirements of Section 3 of the Housing and Urban Development Act of 1968, as amended, 12 U.S.C. 1701u. Section 3 requires that to the greatest extent feasible opportunities for training and employment be given lower income residents of the project area and contracts for work in connection with the project be awarded to business concerns which are located in, or owned in substantial part by persons residing in the area of the project.
  - B. The parties to this contract certify and agree that they are under no contractual or other disability which would prevent them from complying with these requirements.
  - C. The contractor will send to each labor organization or representative of workers with which he has a collective bargaining agreement or other contract or understanding, if any, a notice advising the said labor organization or workers' representative of his commitments under this Section 3 clause and shall post copies of the notice in conspicuous places available to employees and applicants for employment or training.
  - D. The contractor will include this Section 3 clause in every subcontract for work in connection with the project and will, at the direction of the application for or recipient of Federal financial assistance, take appropriate action pursuant to the contract upon a finding that the subcontractor is in violation of regulations issued by the Secretary of Housing and Urban Development 24 CFR Part 135. The Contractor will not subcontract with any subcontractor where it has notice of knowledge that the latter has been found in violation of regulations under 24 CFR Part 135 and will not let any subcontract unless the subcontractor has first provided it with a preliminary statement of ability to comply with the requirements of these regulations.
  - E. Compliance with the provisions of Section 3, the regulations set forth in 24 CFR Part 135, and all applicable rules and orders of the Department issued thereunder prior to the execution of the contract, shall be a condition of the Federal financial assistance provided to the project, binding upon the applicant or recipient for such assistance its successors, and assigns. Failure to fulfill these requirements shall subject the applicant or recipient, its contractors and subcontractors, its successors, and assigns to those sanctions specified by the grant or loan agreement or contract through which Federal Assistance is provided, and to such sanctions.



**NILES DDA MAIN STREET, NILES, CONTRACT  
NMICHIGAN**

**Public Restroom Refurbishing**

**THE CONTRACT** made this \_\_\_\_\_ day of \_\_\_\_\_, 2024, by and between \_\_\_\_\_ hereinafter called the "Contractor", and the **City of Niles, dba Niles DDA Main Street, Niles, Michigan**, hereinafter called the "Niles Main Street".

**WITNESSETH:** That the Contractor and the City for the consideration stated herein agree as follows:

**ARTICLE I SCOPE OF WORK** - The Contractor shall perform everything required to be performed and shall provide and furnish all of the labor, materials, necessary tools, expendable equipment, and all utility and transportation services required to perform and complete in a workmanlike manner all the work required for refurbishing the Public restrooms in the City of Niles, Michigan, all in a strict accordance with the Specifications, including any and all addenda, as stated on page P-1 are made a part of this contract; and the Contractor shall do everything required by the contract and other documents constituting a part thereof.

**ARTICLE II TIME** - It is agreed that the said Contractor will begin work under this contract after approval and signing of the contract by the City and that he will be prosecute it with all due diligence thereafter at such points and with such force and in such manner and at such rate as will bring the entire work to completion by **Sunday, November 17, 2024** the date of completion being considered an essential element of the Contract.

**ARTICLE III COMPLETION** - It is agreed that the Contractor shall submit an outline of his proposed order of work and will indicate the dates for the completing of the major items of work. When approved by the City, this outline shall become part of the contract documents.

The Contractor shall set up an outline so as to provide for the completion of the entire work on or before **Sunday, November 17, 2024**

Payments are to be made to the Contractor in accordance with and subject to the provisions embodied in the document made part of this contract.

**ARTICLE IV LIQUIDATED DAMAGES** - The Contractor shall complete the entire project on or before the date specified or by authorized extension without liquidated damages. The Contractor will be charged \$50.00 per day for each calendar day that the work shall remain uncompleted past the completion date.

**ARTICLE V THE CONTRACT PRICE** - The City shall pay to the Contractor for the performance of the contract, subject to any additions or deductions provided therein, in current funds, the sum as determined by the actual quantities as final built and the following schedule of unit prices, to wit:

Location	Description	Total Price
Mens Restroom		
	Remove and dispose of existing partition walls	
	Remove and dispose of one (1) water closet	
	Patch wall where removed	
	Install new partition walls to expand size of the remaining stall	
	Add grab bar	
	Replace toilet paper dispenser	
	Add new partitions to urinals	
	Replace two (2) lavatory faucets	
Womens Restroom		
	Remove and dispose of existing partition walls	
	Remove and dispose of two (2) womens urinals	
	Remove drains and water supplies to two (2) womens urinals	
	Replace with one (1) water closet	
	Patch wall where removed	
	Install new partition walls to expand size of the remaining stall	
	Add grab bar	
	Replace toilet paper dispenser	
	Replace two (2) lavatory faucets	

**TOTAL BID PRICE (BASE BID) \$ \_\_\_\_\_**



Contract - continued

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

1. Advertisement
2. Proposal
3. Certificate of Non-Discrimination
4. Instructions to Bidders
5. General Conditions
6. Specifications
7. Equal Opportunity Clause
8. Section 3 Clause
9. Contract
10. Federal Davis-Bacon Wage Determination

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

Contract - continued

**IN WITNESS WHEREOF:** The parties hereto have caused this instrument to be executed in three (3) original counterparts the day and year first written above.

Attest:

\_\_\_\_\_

\_\_\_\_\_  
Company Name

\_\_\_\_\_  
Authorized Signature

\_\_\_\_\_  
Authorized Official's Name (Please Print)

\_\_\_\_\_  
Address

\_\_\_\_\_  
Telephone FAX

Authorized Official - **Justin Fligel**

Attest:

\_\_\_\_\_

\_\_\_\_\_  
Authorized Signature

\_\_\_\_\_  
**Chair-Niles DDA Main Street**  
Title

## Federal Labor Standards Provisions

U.S. Department of Housing  
and Urban Development  
Office of Labor Relations

### Applicability

The Project or Program to which the construction work covered by this contract pertains is being assisted by the United States of America and the following Federal Labor Standards Provisions are included in this Contract pursuant to the provisions applicable to such Federal assistance.

**A. 1. (i) Minimum Wages.** All laborers and mechanics employed or working upon the site of the work will be paid unconditionally and not less often than once a week, and without subsequent deduction or rebate on any account (except such payroll deductions as are permitted by regulations issued by the Secretary of Labor under the Copeland Act (29 CFR Part 3), the full amount of wages and bona fide fringe benefits (or cash equivalents thereof) due at time of payment computed at rates not less than those contained in the wage determination of the Secretary of Labor which is attached hereto and made a part hereof, regardless of any contractual relationship which may be alleged to exist between the contractor and such laborers and mechanics. Contributions made or costs reasonably anticipated for bona fide fringe benefits under Section 1(b)(2) of the Davis-Bacon Act on behalf of laborers or mechanics are considered wages paid to such laborers or mechanics, subject to the provisions of 29 CFR 5.5(a)(1)(iv); also, regular contributions made or costs incurred for more than a weekly period (but not less often than quarterly) under plans, funds, or programs, which cover the particular weekly period, are deemed to be constructively made or incurred during such weekly period.

Such laborers and mechanics shall be paid the appropriate wage rate and fringe benefits on the wage determination for the classification of work actually performed, without regard to skill, except as provided in 29 CFR 5.5(a)(4). Laborers or mechanics performing work in more than one classification may be compensated at the rate specified for each classification for the time actually worked therein: Provided, That the employer's payroll records accurately set forth the time spent in each classification in which work is performed. The wage determination (including any additional classification and wage rates conformed under 29 CFR 5.5(a)(1)(ii) and the Davis-Bacon poster (WH-1321) shall be posted at all times by the contractor and its subcontractors at the site of the work in a prominent and accessible, place where it can be easily seen by the workers.

(ii) (a) Any class of laborers or mechanics which is not listed in the wage determination and which is to be employed under the contract shall be classified in conformance with the wage determination. HUD shall approve an additional classification and wage rate and fringe benefits therefor only when the following criteria have been met:

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

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

(b) If the contractor and the laborers and mechanics to be employed in the classification (if known), or their representatives, and HUD or its designee agree on the classification and wage rate (including the amount designated for fringe benefits where

appropriate), a report of the action taken shall be sent by HUD or its designee to the Administrator of the Wage and Hour Division, Employment Standards Administration, U.S. Department of Labor, Washington, D.C. 20210. The Administrator, or an authorized representative, will approve, modify, or disapprove every additional classification action within 30 days of receipt and so advise HUD or its designee or will notify HUD or its designee within the 30-day period that additional time is necessary. (Approved by the Office of Management and Budget under OMB control number 1215-0140.)

(c) In the event the contractor, the laborers or mechanics to be employed in the classification or their representatives, and HUD or its designee do not agree on the proposed classification and wage rate (including the amount designated for fringe benefits, where appropriate), HUD or its designee shall refer the questions, including the views of all interested parties and the recommendation of HUD or its designee, to the Administrator for determination. The Administrator, or an authorized representative, will issue a determination within 30 days of receipt and so advise HUD or its designee or will notify HUD or its designee within the 30-day period that additional time is necessary. (Approved by the Office of Management and Budget under OMB Control Number 1215-0140.)

(d) The wage rate (including fringe benefits where appropriate) determined pursuant to subparagraphs (i)(ii)(b) or (c) of this paragraph, shall be paid to all workers performing work in the classification under this contract from the first day on which work is performed in the classification.

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

(iv) If the contractor does not make payments to a trustee or other third person, the contractor may consider as part of the wages of any laborer or mechanic the amount of any costs reasonably anticipated in providing bona fide fringe benefits under a plan or program, Provided, That the Secretary of Labor has found, upon the written request of the contractor, that the applicable standards of the Davis-Bacon Act have been met. The Secretary of Labor may require the contractor to set aside in a separate account assets for the meeting of obligations under the plan or program. (Approved by the Office of Management and Budget under OMB Control Number 1215-0140.)

**2. Withholding.** HUD or its designee shall upon its own action or upon written request of an authorized representative of the Department of Labor withhold or cause to be withheld from the contractor under this contract or any other Federal contract with the same prime contractor, or any other Federally-assisted contract subject to Davis-Bacon prevailing wage requirements, which is held by the same prime contractor so much of the accrued payments or advances as may be considered necessary to pay laborers and mechanics, including apprentices, trainees and helpers, employed by the contractor or any subcontractor the full amount of wages required by the contract. In the event of failure to pay any laborer or mechanic, including any apprentice, trainee or helper, employed or working on the site of the work, all or part

form HUD-4010 (07/2003)  
ref. Handbook 1344.1

of the wages required by the contract, HUD or its designee may, after written notice to the contractor, sponsor, applicant, or owner, take such action as may be necessary to cause the suspension of any further payment, advance, or guarantee of funds until such violations have ceased. HUD or its designee may, after written notice to the contractor, disburse such amounts withheld for and on account of the contractor or subcontractor to the respective employees to whom they are due. The Comptroller General shall make such disbursements in the case of direct Davis-Bacon Act contracts.

**3. (i) Payrolls and basic records.** Payrolls and basic records relating thereto shall be maintained by the contractor during the course of the work preserved for a period of three years thereafter for all laborers and mechanics working at the site of the work. Such records shall contain the name, address, and social security number of each such worker, his or her correct classification, hourly rates of wages paid (including rates of contributions or costs anticipated for bona fide fringe benefits or cash equivalents thereof of the types described in Section I(b)(2)(B) of the Davis-Bacon Act), daily and weekly number of hours worked, deductions made and actual wages paid. Whenever the Secretary of Labor has found under 29 CFR 5.5 (a)(1)(iv) that the wages of any laborer or mechanic include the amount of any costs reasonably anticipated in providing benefits under a plan or program described in Section I(b)(2)(B) of the Davis-Bacon Act, the contractor shall maintain records which show that the commitment to provide such benefits is enforceable, that the plan or program is financially responsible, and that the plan or program has been communicated in writing to the laborers or mechanics affected, and records which show the costs anticipated or the actual cost incurred in providing such benefits. Contractors employing apprentices or trainees under approved programs shall maintain written evidence of the registration of apprenticeship programs and certification of trainee programs, the registration of the apprentices and trainees, and the ratios and wage rates prescribed in the applicable programs. (Approved by the Office of Management and Budget under OMB Control Numbers 1215-0140 and 1215-0017.)

(ii) (a) The contractor shall submit weekly for each week in which any contract work is performed a copy of all payrolls to HUD or its designee if the agency is a party to the contract, but if the agency is not such a party, the contractor will submit the payrolls to the applicant sponsor, or owner, as the case may be, for transmission to HUD or its designee. The payrolls submitted shall set out accurately and completely all of the information required to be maintained under 29 CFR 5.5(a)(3)(i). This information may be submitted in any form desired. Optional Form WH-347 is available for this purpose and may be purchased from the Superintendent of Documents (Federal Stock Number 029-005-00014-1), U.S. Government Printing Office, Washington, DC 20402. The prime contractor is responsible for the submission of copies of payrolls by all subcontractors. (Approved by the Office of Management and Budget under OMB Control Number 1215-0149.)

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

(1) That the payroll for the payroll period contains the information required to be maintained under 29 CFR 5.5 (a)(3)(i) and that such information is correct and complete;

(2) That each laborer or mechanic (including each helper, apprentice, and trainee) employed on the contract during the payroll

period has been paid the full weekly wages earned, without rebate, either directly or indirectly, and that no deductions have been made either directly or indirectly from the full wages earned, other than permissible deductions as set forth in 29 CFR Part 3;

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

(c) The weekly submission of a properly executed certification set forth on the reverse side of Optional Form WH-347 shall satisfy the requirement for submission of the "Statement of Compliance" required by subparagraph A.3.(ii)(b).

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

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

#### **4. Apprentices and Trainees.**

(i) **Apprentices.** Apprentices will be permitted to work at less than the predetermined rate for the work they performed when they are employed pursuant to and individually registered in a bona fide apprenticeship program registered with the U.S. Department of Labor, Employment and Training Administration, Office of Apprenticeship Training, Employer and Labor Services, or with a State Apprenticeship Agency recognized by the Office, or if a person is employed in his or her first 90 days of probationary employment as an apprentice in such an apprenticeship program, who is not individually registered in the program, but who has been certified by the Office of Apprenticeship Training, Employer and Labor Services or a State Apprenticeship Agency (where appropriate) to be eligible for probationary employment as an apprentice. The allowable ratio of apprentices to journeymen on the job site in any craft classification shall not be greater than the ratio permitted to the contractor as to the entire work force under the registered program. Any worker listed on a payroll at an apprentice wage rate, who is not registered or otherwise employed as stated above, shall be paid not less than the applicable wage rate on the wage determination for the classification of work actually performed. In addition, any apprentice performing work on the job site in excess of the ratio permitted under the registered program shall be paid not less than the applicable wage rate on the wage determination for the work actually performed. Where a contractor is performing construction on a project in a locality other than that in which its program is registered, the ratios and wage rates (expressed in percentages of the journeyman's hourly rate) specified in the contractor's or subcontractor's registered program shall be observed. Every apprentice must be paid at not less than the rate specified in the registered program for the apprentice's level of progress, expressed as a percentage of the

journeymen hourly rate specified in the applicable wage determination. Apprentices shall be paid fringe benefits in accordance with the provisions of the apprenticeship program. If the apprenticeship program does not specify fringe benefits, apprentices must be paid the full amount of fringe benefits listed on the wage determination for the applicable classification. If the Administrator determines that a different practice prevails for the applicable apprentice classification, fringes shall be paid in accordance with that determination. In the event the Office of Apprenticeship Training, Employer and Labor Services, or a State Apprenticeship Agency recognized by the Office, withdraws approval of an apprenticeship program, the contractor will no longer be permitted to utilize apprentices at less than the applicable predetermined rate for the work performed until an acceptable program is approved.

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

(III) **Equal employment opportunity.** The utilization of apprentices, trainees and journeymen under 29 CFR Part 5 shall be in conformity with the equal employment opportunity requirements of Executive Order 11246, as amended, and 29 CFR Part 30.

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

**6. Subcontracts.** The contractor or subcontractor will insert in any subcontracts the clauses contained in subparagraphs 1 through 11 of this paragraph A and such other clauses as HUD or its designee may by appropriate instructions require, and a copy of the applicable prevailing wage decision, and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime contractor shall be responsible for the compliance by any subcontractor or lower tier subcontractor with all the contract clauses in this paragraph.

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

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

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

**10. (I) Certification of Eligibility.** By entering into this contract the contractor certifies that neither it (nor he or she) nor any person or firm who has an interest in the contractor's firm is a person or firm ineligible to be awarded Government contracts by virtue of Section 3(a) of the Davis-Bacon Act or 29 CFR 5.12(a)(1) or to be awarded HUD contracts or participate in HUD programs pursuant to 24 CFR Part 24.

(II) No part of this contract shall be subcontracted to any person or firm ineligible for award of a Government contract by virtue of Section 3(a) of the Davis-Bacon Act or 29 CFR 5.12(a)(1) or to be awarded HUD contracts or participate in HUD programs pursuant to 24 CFR Part 24.

(III) The penalty for making false statements is prescribed in the U.S. Criminal Code, 18 U.S.C. 1001. Additionally, U.S. Criminal Code, Section 1 01 0, Title 18, U.S.C., "Federal Housing Administration transactions", provides in part: "Whoever, for the purpose of . . . influencing in any way the action of such Administration . . . makes, utters or publishes any statement knowing the same to be false . . . shall be fined not more than \$5,000 or imprisoned not more than two years, or both."

**11. Complaints, Proceedings, or Testimony by Employees.** No laborer or mechanic to whom the wage, salary, or other labor standards provisions of this Contract are applicable shall be discharged or in any other manner discriminated against by the Contractor or any subcontractor because such employee has filed any complaint or instituted or caused to be instituted any proceeding or has testified or is about to testify in any proceeding under or relating to the labor standards applicable under this Contract to his employer.

**B. Contract Work Hours and Safety Standards Act.** The provisions of this paragraph B are applicable only where the amount of the prime contract exceeds \$100,000. As used in this paragraph, the terms "laborers" and "mechanics" include watchmen and guards.

**(1) Overtime requirements.** No contractor or subcontractor contracting for any part of the contract work which may require or involve the employment of laborers or mechanics shall require or permit any such laborer or mechanic in any workweek in which he or she is employed on such work to work in excess of 40 hours in such workweek unless such laborer or mechanic receives compensation at a rate not less than one and one-half times the basic rate of pay for all hours worked in excess of 40 hours in such workweek.

**(2) Violation; liability for unpaid wages; liquidated damages.** In the event of any violation of the clause set forth in subparagraph

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graph (1) of this paragraph, the contractor and any subcontractor responsible therefor shall be liable for the unpaid wages. In addition, such contractor and subcontractor shall be liable to the United States (in the case of work done under contract for the District of Columbia or a territory, to such District or to such territory), for liquidated damages. Such liquidated damages shall be computed with respect to each individual laborer or mechanic, including watchmen and guards, employed in violation of the clause set forth in subparagraph (1) of this paragraph, in the sum of \$10 for each calendar day on which such individual was required or permitted to work in excess of the standard workweek of 40 hours without payment of the overtime wages required by the clause set forth in sub paragraph (1) of this paragraph.

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

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

**C. Health and Safety.** The provisions of this paragraph C are applicable only where the amount of the prime contract exceeds \$100,000.

**(1)** No laborer or mechanic shall be required to work in surroundings or under working conditions which are unsanitary, hazardous, or dangerous to his health and safety as determined under construction safety and health standards promulgated by the Secretary of Labor by regulation.

**(2)** The Contractor shall comply with all regulations issued by the Secretary of Labor pursuant to Title 29 Part 1926 and failure to comply may result in imposition of sanctions pursuant to the Contract Work Hours and Safety Standards Act, 40 USC 3701 et seq.

**(3)** The Contractor shall include the provisions of this paragraph in every subcontract so that such provisions will be binding on each subcontractor. The Contractor shall take such action with respect to any subcontract as the Secretary of Housing and Urban Development or the Secretary of Labor shall direct as a means of enforcing such provisions.

"General Decision Number: MI20240078 07/12/2024  
 Superseded General Decision Number: MI20230078  
 State: Michigan  
 Construction Type: Building  
 County: Berrien County in Michigan.

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

Note: Contracts subject to the Davis-Bacon Act are generally required to pay at least the applicable minimum wage rate required under Executive Order 14026 or Executive Order 13658. Please note that these Executive Orders apply to covered contracts entered into by the federal government that are subject to the Davis-Bacon Act itself, but do not apply to contracts subject only to the Davis-Bacon Related Acts, including those set forth at 29 CFR 5.1(a)(1).

If the contract is entered into on or after January 30, 2022, or the contract is renewed or extended (e.g., an option is exercised) on or after January 30, 2022: the contractor must pay all covered workers at least \$17.20 per hour (or the applicable wage rate listed on this wage determination, if it is higher) for all hours spent performing on the contract in 2024.

If the contract was awarded on or between January 1, 2015 and January 29, 2022, and the contract is not renewed or extended on or after January 30, 2022: the contractor must pay all covered workers at least \$12.90 per hour (or the applicable wage rate listed on this wage determination, if it is higher) for all hours spent performing on that contract in 2024.

The applicable Executive Order minimum wage rate will be adjusted annually. If this contract is covered by one of the Executive Orders and a classification considered necessary for performance of work on the contract does not appear on this wage determination, the contractor must still submit a conformance request.

Additional information on contractor requirements and worker protections under the Executive Orders is available at <http://www.dol.gov/whd/govcontracts>.

Modification Number	Publication Date
0	01/05/2024
1	02/23/2024
2	04/05/2024
3	06/21/2024
4	06/28/2024
5	07/12/2024

ASBE0075-002 06/01/2023	Rates	Fringes
ASBESTOS WORKER/HEAT & FROST INSULATOR.	\$ 35.00	27.54

BOIL0169-001 01/01/2024	Rates	Fringes
BOILERMAKER.....	\$ 39.65	35.68

BRMI0009-031 08/01/2023	Rates	Fringes
BRICKLAYER.....	\$ 33.95	23.52
TILE FINISHER.....	\$ 26.35	17.90
TILE SETTER.....	\$ 24.30	23.77

CARP0525-001 06/01/2023	Rates	Fringes
CARPENTER, Includes Acoustical Ceiling Installation, Drywall Hanging, Form Work, and Metal Stud Installation.....	\$ 28.29	21.42

ELEC0153-002 06/01/2023	Rates	Fringes
ELECTRICIAN		
Excludes Low Voltage Wiring.	\$ 39.50	27.08
Low Voltage Wiring.....	\$ 26.50	18.33

* ENGI0324-002 06/01/2024	Rates	Fringes
OPERATOR: Power Equipment		
GROUP 1.....	\$ 47.28	25.25
GROUP 2.....	\$ 43.93	25.25
GROUP 3.....	\$ 42.25	25.25
GROUP 4.....	\$ 39.57	25.25
GROUP 5.....	\$ 39.57	25.25
GROUP 6.....	\$ 33.37	25.25
GROUP 7.....	\$ 31.23	25.25

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: Backhoe/Excavator/Trackhoe; Crane; Concrete Pump; Grader/Blade; 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

IRON0292-002 06/01/2020	Rates	Fringes
IRONWORKER, REINFORCING AND STRUCTURAL.....	\$ 31.75	22.84



* LABO0355-022 06/01/2024	Rates	Fringes
LABORER		
Common or General; Grade Checker; Mason Tender - Brick; Mason Tender - Cement/Concrete; Sandblaster.....	\$ 28.56	12.95
Pipelayer.....	\$ 20.34	12.85
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PAIN0312-004 06/12/2022	Rates	Fringes
PAINTER: Brush and Roller.....	\$ 26.43	15.86
PAINTER: Spray.....	\$ 22.75	11.94
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PAIN1165-002 07/01/2023	Rates	Fringes
GLAZIER.....	\$ 31.22	21.57
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PLAS0016-014 04/01/2014	Rates	Fringes
CEMENT MASON/CONCRETE FINISHER...	\$ 24.63	12.88
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PLUM0172-003 05/28/2018	Rates	Fringes
City of Niles & Vicinity		
PIPEFITTER, Includes HVAC Pipe and Unit Installation.....	\$ 33.60	19.36
PLUMBER, Excludes HVAC Pipe and Unit Installation.....	\$ 33.60	19.36
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PLUM0357-006 07/01/2020	Rates	Fringes
Not including the Donald C. Cook Nuclear Generating Plant & City of Niles and Vicinity		
PIPEFITTER, Includes HVAC Pipe and Unit Installation.....	\$ 35.20	22.35
PLUMBER, Excludes HVAC Pipe and Unit Installation.....	\$ 35.20	22.35
-----		
ROOF0023-002 06/01/2024	Rates	Fringes
ROOFER		
Composition.....	\$ 34.55	21.04
Slate & Tile.....	\$ 36.05	21.04
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SHEE0020-033 07/01/2019	Rates	Fringes
7SHEET METAL WORKER (Including HVAC Duct Installation; Excluding HVAC System Installation).....	\$ 29.73	24.11
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* SUMI2011-003 02/01/2011	Rates	Fringes
IRONWORKER, ORNAMENTAL.....	\$ 18.48	7.93
LABORER: Landscape & Irrigation..	\$ 10.38 **	0.50
OPERATOR: Bulldozer.....	\$ 19.68	6.64
OPERATOR: Tractor.....	\$ 19.10	8.48
TRUCK DRIVER, Includes Dump and Tandem Truck.....	\$ 17.26	11.42
TRUCK DRIVER: Lowboy Truck.....	\$ 14.50 **	0.44
TRUCK DRIVER: Tractor Haul Truck.....	\$ 13.57 **	1.18
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WELDERS - Receive rate prescribed for craft performing operation to which welding is incidental.

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 \*\* Workers in this classification may be entitled to a higher minimum wage under Executive Order 14026 (\$17.20) or 13658 (\$12.90). Please see the Note at the top of the wage determination for more information. Please also note that the minimum wage requirements of Executive Order 14026 are not currently being enforced as to any contract or subcontract to which the states of Texas, Louisiana, or Mississippi, including their agencies, are a party.

Note: Executive Order (EO) 13706, Establishing Paid Sick Leave for Federal Contractors applies to all contracts subject to the Davis-Bacon Act for which the contract is awarded (and any solicitation was issued) on or after January 1, 2017. If this contract is covered by the EO, the contractor must provide employees with 1 hour of paid sick leave for every 30 hours they work, up to 56 hours of paid sick leave each year. Employees must be permitted to use paid sick leave for their own illness, injury or other health-related needs, including preventive care; to assist a family member (or person who is like family to the employee) who is ill, injured, or has other health-related needs, including preventive care; or for reasons resulting from, or to assist a family member (or person who is like family to the employee) who is a victim of, domestic violence, sexual assault, or stalking. Additional information on contractor requirements and worker protections under the EO is available at <https://www.dol.gov/agencies/whd/government-contracts>.

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) (iii)).

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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 a union rate (current union negotiated rate for local), a survey rate (weighted average rate) or a union average rate (weighted union average rate).

#### Union Rate Identifiers

A four letter classification abbreviation identifier enclosed in dotted lines beginning with characters other than ""SU"" or ""UAVG"" denotes that the union classification and rate were prevailing for that classification in the survey. Example: PLUM0198-005 07/01/2014. PLUM is an abbreviation identifier of the union which prevailed in the survey for this classification, which in this example would be Plumbers. 0198 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. 07/01/2014 is the effective date of the most current negotiated rate, which in this example is July 1, 2014.

Union prevailing wage rates are updated to reflect all rate changes in the collective bargaining agreement (CBA) governing this classification and rate.

#### Survey Rate Identifiers

Classifications listed under the ""SU"" identifier indicate that no one rate prevailed for this classification in the survey and the published rate is derived by computing a weighted average rate based on all the rates reported in the survey for that classification. As this weighted average rate includes all rates reported in the survey, it may include both union and non-union rates. Example: SULA2012-007 5/13/2014. SU indicates the rates are survey rates based on a weighted average calculation of rates and are not majority rates. LA indicates the State of Louisiana. 2012 is the year of survey on which these classifications and rates are based. The next number, 007 in the example, is an internal number used in producing the wage determination. 5/13/2014 indicates the survey completion date for the classifications and rates under that identifier.

Survey wage rates are not updated and remain in effect until a new survey is conducted.

#### Union Average Rate Identifiers

Classification(s) listed under the UAVG identifier indicate that no single majority rate prevailed for those classifications; however, 100% of the data reported for the classifications was union data. EXAMPLE: UAVG-OH-0010 08/29/2014. UAVG indicates that the rate is a weighted union average rate. OH indicates the state. The next number, 0010 in the example, is an internal number used in producing the wage determination. 08/29/2014 indicates the survey completion date for the classifications and rates under that identifier.

A UAVG rate will be updated once a year, usually in January of each year, to reflect a weighted average of the current negotiated/CBA rate of the union locals from which the rate is based.

State Adopted Rate Identifiers

Classifications listed under the ""SA"" identifier indicate that the prevailing wage rate set by a state (or local) government was adopted under 29 C.F.R. 1.3(g)-(h). Example: SAME2023-007 01/03/2024. SA reflects that the rates are state adopted. ME refers to the State of Maine. 2023 is the year during which the state completed the survey on which the listed classifications and rates are based. The next number, 007 in the example, is an internal number used in producing the wage determination. 01/03/2024 reflects the date on which the classifications and rates under the ?SA? identifier took effect under state law in the state from which the rates were adopted.

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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 National Office because National Office has 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"