



OFFICE OF CITY ARCHITECT
Duluth, MN 55806

Department of Public Administration - Maintenance Operations
Architecture, Facility Management Services and Street Light Utility

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September 13, 2010

FACSIMILE ADDENDUM

ADDENDUM NO. 2 - Bid # 10-28DS CITY HALL ELEVATOR MODERNIZATION.

Project Number: 0907

TO ALL BIDDERS:

This ADDENDUM is issued to modify, interpret or supplement the bidding documents and is hereby made a part of the bidding documents. Please attach this ADDENDUM to the Project Manual in your possession, make the following modification to your Bid and acknowledge receipt of this ADDENDUM on your Bid Form.

SPECIFICATIONS:

1. The following plan holders are on record as of this date:

Laggerquist Elevators. – 302 West Superior Street, Suite 508 Lonsdale Bldg., Duluth, MN 55802
Schindler Elevator Corp., 301 West First Street, Duluth, MN 55802
Thyssen Krupp Elevator, 4511 West First Street, Duluth, MN 55802
Minnesota Elevator, Inc., 19336 – 607th Avenue, Mankato, MN 56001
Otis Elevator Co., 411 West Michigan Street, Duluth, MN 55802
Amendola Builders, Inc., 405 East Superior Street, Duluth, MN 55802

2. **BID TIME: EXTENSION** – Due to the changed wage criteria, there is a need and desire to extend this bid time. The new bid date and time is as follows:

Tuesday, September 28, 2010 at 2:00 PM, CST. All other items remain the same.

3. **APPROVALS:**

A. Nothing Added.

4. **SPECIFICATIONS:** Please ADD the following Sections/Items to the specifications.

A. **ADD: *Instructions to Bidders:***

INSTRUCTIONS TO BIDDERS

1. **Use of Separate Bid Forms.** These contract documents include a complete set of bidding and contract forms which are for the convenience of bidders

and are not to be detached from the contract document, filled out, or executed. **Separate copies of bid forms are furnished for that purpose.**

2. Interpretations or Addenda. No oral interpretation will be made to any bidder as to the meaning of the contract documents or any part thereof. Every request for such an interpretation shall be made in writing to the City of Duluth. Any inquiry received seven or more days prior to the date fixed for opening of bids will be given consideration. Every interpretation made to a bidder will be in the form of an addendum to the contract documents, and when issued, will be on file in the offices of the Purchasing Agent and City Architect at least five days before bids are opened. In addition, all addenda will be mailed to each person holding contract documents, but it shall be the bidder's responsibility to make inquiry as to the addenda issued. All such addenda shall become part of the contract, and all bidders shall be bound by such addenda, whether or not received by the bidders.
3. Inspection of Site. Each bidder should visit the site of the proposed work and fully acquaint himself with the existing conditions there relating to construction and labor, and should fully inform himself as to the facilities involved, the difficulties, and the restrictions attending the performance of the contract. The bidder should thoroughly examine and familiarize himself with the drawings, technical specifications, and all other contract documents. The contractor, by the execution of the contract, shall in no way be relieved of any obligation under it due to his failure to receive or examine any form or legal instrument or to visit the site and acquaint himself with the conditions there existing; and the City of Duluth will be justified in rejecting any claim based on facts regarding which he should have been on notice as a result thereof.
4. Alternative Bids. No alternative bids will be considered unless alternative bids are specifically requested by the technical specifications.
5. Bids.
 - a. All bids must be submitted on forms supplied by the City of Duluth Purchasing Agent and shall be subject to all requirements of the contract documents, including the drawings, and these **Instructions to Bidders**. All bids must be regular in every respect; and no interlineations, excisions, or special conditions shall be made or included in the bid form by the bidder.

- b. Bid documents including the bid and the bid guaranty shall be enclosed in an envelope which shall be sealed and clearly labeled with the project number, if any, name of bidder, and date and time of bid opening, in order to guard against premature opening of the bid. If proposal is mailed, this envelope shall be placed in another envelope which shall be sealed and labeled with project number, if any, name of bidder, and date and time of bid opening -- and addressed to City of Duluth Purchasing Agent, 100 City Hall, Duluth, Minnesota 55802.
- c. The City of Duluth may consider as irregular any bid on which there is an alteration of or departure from the bid form hereto attached, and at its option may reject the same.
- d. If the project is awarded, it will be awarded by the City of Duluth to the lowest responsible bidder assuming that the bids are within funds available based on the lowest base bid and or in combination with selected alternates (if any). The alternates will be accepted in numerical priority order, as shown on the bid form. By the award of the contract, it is assumed that the work will be completed within the time-frame as specified within the contract documents.
- e. Each bidder shall include in his bid the following information:

Principals -- Names
 Social Security Numbers
 Home Addresses, including city, state, & zip code

Firm -- Name
 Treasury Number
 Address
 City, State & Zip Code

Mechanical & Electrical Subcontractors -- Names of firms that will do the mechanical and electrical work and the amounts of the mechanical and electrical sub-bids, if applicable and when (where indicated on Bid Proposal Form).

6. Bid Guaranty.

- a. The bid must be accompanied by a bid guaranty which shall not be less than five percent (5%) of the amount of the bid. At the option of the bidder, the guaranty may be a certified check, bank draft, negotiable U.S. Government bond (at par value), or a bid bond. No bid will be considered unless it is accompanied by the required guaranty. Certified check or bank draft must be made payable to the order of the City of Duluth, Minnesota. Cash deposits will not be accepted. The bid guaranty shall insure the execution of the agreement and the furnishing of the surety bond or bonds by the successful bidder, all as required by the contract documents.

- b. Revised bids submitted before the opening of bids, whether forwarded by mail or telegram, if representing an increase in excess of two percent (2%) of the original bid, must have bid guaranty adjusted accordingly; otherwise, the bid will not be considered.
- c. Certified checks or bank drafts, or the amount thereof, bid bonds, and negotiable U.S. Government bonds of unsuccessful bidders, will be returned as soon as practical after the opening of bids.

7. Collusive Agreements

- a. The successful bidder on each City of Duluth construction project shall be required to execute a City of Duluth non-collusive affidavit to the effect that he has not entered into a collusive agreement with any other person, firm, or corporation in regard to any bid submitted.
- b. Before executing any subcontract, the successful bidder shall submit the name of any proposed subcontractor for prior approval, and an affidavit substantially in the form provided in Section 103 of General Conditions hereof.

8. Unit Prices. The unit price for each of the several items in the proposal of each bidder shall include its prorata share of overhead so that the sum of the products obtained by multiplying the quantity shown for each item by the unit price bid represents the total bid. Any bid not conforming to this requirement may be rejected as informal. The special attention of all bidders is called to this provision; for should conditions make it necessary to revise the quantities, no limit will be fixed for such increased or decreased quantities nor extra compensation allowed, provided the net monetary value of all such additive and subtractive changes in quantities of such items of work (i.e., difference in cost) shall not increase or decrease the original contract price by more than twenty-five percent (25%), except for work not covered in the drawings and technical specifications as provided for in Section 109 hereof.

9. Corrections. Erasures or other changes in the bids must be explained or noted over the signature of the bidder.

10. Time for Receiving Bids.

- a. Bids received prior to the advertised hour of opening will be securely kept, sealed. The officer whose duty it is to open them will decide when the specified time has arrived, and no bid received thereafter will be considered; except that when a bid arrives by mail after the time fixed for opening, but before the reading of all other bids is completed, and it is shown to the satisfaction of the City Purchasing office that the non-arrival on time was due solely to delay in the mails for which the bidder was not responsible, such bid will be received and considered.

- b. Bidders are cautioned that, while telegraphic modifications of bids may be received as provided above, such modifications, if not explicit and if in any sense subject to misinterpretation, shall make the bid so modified or amended, subject to rejection.
11. Opening of Bids. At the time and place fixed for the opening of bids, the City Purchasing Agent will cause to be opened and publicly read aloud every bid received within the time set for receiving bids, irrespective of any irregularities therein. Bidders and other persons properly interested may be present, in person or by representative.
12. Withdrawal of Bids. Bids may be withdrawn on written or telegraphic request dispatched by the bidder in time for delivery in the normal course of business to the time fixed for opening; provided, that written confirmation of any telegraphic withdrawal over the signature of the bidder is placed in the mail and postmarked prior to the time set for bid opening. The bid guaranty of any bidder withdrawing his bid in accordance with the foregoing conditions will be returned promptly.
13. Award of Contract: Rejection of Bids.
- a. The contract will be awarded to the responsible bidder submitting the lowest bid complying with the conditions of the Invitation to Bid. The City of Duluth, however, reserves the right to reject any and all such bids and to waive any informality in bids received whenever such rejection or waiver is in its interest.
 - b. The City of Duluth reserves the right to consider as unqualified to do the work of general construction, any bidder who does not habitually perform with his own forces the major portions of the work involved in construction of the improvements embraced in the contract documents.
14. Execution of Agreement: Performance and Payment Bond.
- a. Subsequent to the award and within ten (10) days after the prescribed forms are presented for signature, the successful bidder shall execute and deliver to the City of Duluth an agreement in the form as furnished by the City, in such number of copies as the City of Duluth may require.
 - b. Having satisfied all conditions of award as set forth elsewhere in these documents, the successful bidder shall, within the period specified in paragraph "a" above, furnish:
 - 1) A performance bond for the use and benefit of the City of Duluth to complete the contract according to its terms, and conditioned on saving the City of Duluth harmless from all costs and charges that may accrue on account of completing the specified work; and

- 2) A payment bond for the use and benefit of all persons furnishing labor and materials for the performance of the contract conditioned upon the payment, as they become due, of all just claims for labor and materials.

Both the performance bond and the payment bond shall be in a penal sum of not less than the amount of the contract awarded. Such bonds shall be in the same form as that included in the contract documents and shall bear the same date as, or a date subsequent to, that of the agreement. A current power of attorney for the person who signs for any surety company shall be attached to such bonds.

- c. The failure of the successful bidder to execute such agreement to supply the required bond or bonds within ten (10) days after the prescribed forms are presented for signature, or within such extended period as the City of Duluth may grant, based on reasons determined sufficient by the City of Duluth, shall constitute a default, and the City of Duluth may either award the contract to the next lowest responsible bidder or re-advertise for bids, and may charge against the bidder the difference between the amount of the bid and the amount for which a contract for the work is subsequently executed, irrespective of whether the amount thus due exceeds the amount of the bid bond. If a more favorable bid is received by re-advertising, the defaulting bidder shall have no claim against the City of Duluth for a refund.

15. Wages and Salaries.

- a. Attention of bidders is particularly called to the requirements concerning the payment of not less than the prevailing wage and salary rates specified in the contract documents and the conditions of employment with respect to certain categories and classifications of employees.
- b. The rates of pay set forth under **General Conditions** are the minimums to be paid during the life of the contract. It is therefore the responsibility of bidders to inform themselves as to local labor conditions, such as the length of work day and work week, overtime compensations, health and welfare contributions, labor supply, and prospective changes or adjustments of rates.

16. Equal Employment Opportunity. Attention of bidders is particularly called to the requirement for ensuring that employees and applicants for employment are not discriminated against because of their race, color, religion, sex, or national origin. (See Supplementary General Conditions, Part II, Section II).

17. Employment and Business. Attention of bidders is particularly called to the requirement that, to the greatest extent feasible, opportunities for training and employment made possible by this project shall be given to lower income residents of the City of Duluth. Additionally, efforts should be made, if any work is subcontracted, to award

subcontracts to concerns located in or owned in substantial part by persons residing in the City of Duluth.

18. Sales and Use Taxes. It is assumed that, in the preparation of his proposal, the bidder has taken into consideration his liability from any sales, use, or excise tax that might be assessed in the purchase of, storage, use, or consumption of any materials, services, or supplies for performance of the contract work. Any such tax paid by the contractor will be considered as his expense, for which no direct compensation will be made by the City to the contractor over and above the accepted bid.

19. Pre-Bid/Pre-Construction Meetings.
 - a. Seven (7) days prior to bid date, a pre-bid meeting will be held (see **Bid Form** for time and place). All prime bidders are requested to attend. All bidders will be allowed to make inquiries regarding the contract documents. All formal decisions will be documented by addendum. Failure of any prime bidders to attend this meeting could jeopardize the contract award.
 - b. Approximately seven (7) days after City Council approval of contract award, the successful bidder is required to attend a pre-construction meeting. At this meeting, the successful bidder will present his construction schedule, cost breakdown, required submittals, etc.

20. Equal Employment Opportunity (EEO) Affirmative Action Policy Statement and Compliance Certificate.
 - a. The successful bidder on each City of Duluth construction project shall be required to execute a certificate substantially in the form herein provided.
 - b. Before executing any subcontract in excess of \$2,500, the successful bidder shall require the subcontractor to execute a form similar in nature to the form herein provided.

End Instructions to Bidders.

B. *ADD: EEO Statement*

**EQUAL EMPLOYMENT OPPORTUNITY EEO AFFIRMATIVE ACTION
POLICY STATEMENT & COMPLIANCE CERTIFICATE**

TO: City of Duluth, MN

PROJECT NUMBER & DESCRIPTION _____

FROM: _____

(FIRM's name, address, telephone number)

A) Employment: It is the policy of the above named FIRM to afford equal opportunity for employment to all individuals regardless of race, color, creed, religion, national origin, ancestry, age, sex, marital status, status with respect to public assistance and/or disability. The FIRM will take affirmative action to ensure that we will: (1) recruit, hire, and promote all job classifications without regard to race, color, creed, religion, national origin, ancestry, age, sex, marital status, status with respect to public assistance, and/or disability, except where sex is a bona fide occupational qualification; (2) base decisions on employment so as to further the principle of equal employment opportunity; (3) ensure that promotion decisions are in accord with the principles of equal employment opportunity by imposing only valid requirements for promotional opportunities; (4) ensure that all personnel actions such as compensation, benefits, transfers, layoffs, return from layoff, FIRM sponsored training, education tuition assistance, social and recreational programs will be administered without regard to race, color, creed, religion, national origin, ancestry, age, sex, marital status, status with respect to public assistance, and/or disability. The FIRM also intends full compliance with Veteran affirmative action requirements. Additionally, minority and female employees shall be encouraged to participate in all FIRM activities and refer applicants.

I have designated (name) _____ to direct the establishment of and to monitor the implementation of personnel procedures to guide the FIRM's affirmative action program. Where PROJECTS exceed \$500,000, this official shall also serve as the liaison officer that administers the FIRM's "Minority Business Enterprise Program." This official is charged with designing and implementing audit and reporting systems that will keep management informed on a monthly basis of the status of the equal opportunity area.

Supervisors have been made to understand that their work performance is being evaluated on the basis of their equal opportunity efforts and results, as well as other criteria. It shall be the responsibility of the FIRM and its supervisors to take actions to prevent harassment of employees placed through affirmative action efforts.

B) Reports: Unless exempted by law and regulation, the FIRM shall make available and file those reports related to equal opportunity as may be required by the City of Duluth and State and Federal compliance agencies. Requirements and Reports are defined in 41CFR60 "Compliance Responsibility for Equal Opportunity" published by the U. S. Department of Labor which is incorporated herein by reference. Additional requirements are defined in various State and Federal Civil Rights Legislation and Rules promulgated thereunder.

- C) Nonsegregated Facilities:** The FIRM certifies that it does not maintain or provide for its employees any segregated facilities at any of its establishments and that it does not permit its employees to perform their services at any location, under its control, where segregated facilities are maintained. The FIRM certifies that it will not maintain or provide for its employees any segregated facilities at any of its establishments and that it will not permit its employees to perform their services at any location, under its control, where segregated facilities are maintained. The FIRM agrees that a breach of this certification is a violation of the Equal Opportunity Clause in this certificate. As used in this Certification, the term “segregated facilities” means any waiting rooms, work area, rest rooms and wash rooms, restaurants and other eating areas, time clocks, locker rooms and other storage or dressing areas, parking lots, drinking fountains, recreation for entertainment area, transportation, and housing facilities provided for employees which are segregated by explicit directive or are, in fact, segregated on the basis of race, color, religion, or national origin, because of habit, local custom, or otherwise.

- D) Affirmative Action Compliance Program:** Unless exempted by regulation and law, the FIRM—if the FIRM has 50 or more employees and if the value of current contracts with the City of Duluth exceeds \$50,000—shall prepare and maintain a written affirmative action compliance program that meets the requirement as set forth in 41CFR60.

- E) Non-Compliance:** The FIRM certifies that it is not currently in receipt of any outstanding letters of deficiencies, show cause, probable cause, or other such notification of non-compliance with EEO Laws and Regulations.

- F) Employment Goals - “Construction” Projects:** It shall be the goal of the FIRM if the PROJECT is of a construction nature that in all on-site employment generated that no less than 3% of the on-site workforce will be minority employees and that no less than 7% of the on-site workforce will be female employees. Further, it is the goal of the FIRM if the PROJECT is of a construction nature that in all on-site employment generated that no less than 3% of the work hours generated shall be worked by minority employees and that no less than 7% of the work hours generated shall be worked by female employees.

- G) Subcontractors:** The FIRM will for all its PROJECT subcontractors regardless of tier (unless exempted by law and regulation) that received in excess of \$2,500 require that: (1) the subcontractor shall execute an “EEO Statement and Certification” similar in nature to this “Statement and Certification”, (2) said documentation to be maintained on file with the FIRM or subcontractor as may be appropriate.

Executed this _____ day of _____, 20__ by:

 Printed name and title

 Signature

NOTE: In addition to the various remedies prescribed for violation of Equal Opportunity Laws, the penalty for false statements is prescribed in 18 U.S.C. 1001.

END EEO Statement.

C: ADD: *Prevailing Wage Rates*: This project is to be bid under the Davis Bacon Act and all salaries, wages and benefits shall be in compliance with the following:

General Decision Number: MN100075 **09/03/2010** MN75 Superseded General Decision Number: MN20080075 State: Minnesota

Construction Type: **Building**

County: St Louis County in Minnesota.

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

Mod Nbr	Publ Date	Mod Nbr	Publ Date	Mod Nbr	Publ Date	Mod Nbr	Publ Date	Mod Nbr	Publ Date	Mod Nbr	Publ Date
0	03/12/2010	4	08/06/2010								
1	05/07/2010	5	08/13/2010								
2	06/04/2010	6	09/03/2010								
3	07/02/2010										

 Rate Fringe
 * ASBE0049-007 06/01/2010 **ASBESTOS WORKER/HEAT & FROST INSULATOR (includes the application of all insulating materials, protective coverings, coatings & finishes to all types of mechanical systems)** \$ 26.82 21.80

 BOIL0647-007 07/01/2009 **BOILERMAKER** \$ 33.84 18.53

 Rate Fringe
 BRMN0001-050 05/01/2009 ST LOUIS CO (remaining northern part) Tile Setter \$ 30.58 17.95

 * BRMN0003-008 05/01/2010 **ST. LOUIS CO (city of Duluth and south of a line between Townships #54 & #55, 2 miles north of Cotton)**
BRICKLAYER \$ 31.06 18.18

 Rate Fringe
 BRMN0003-011 05/01/2008 **ST. LOUIS CO (city of Duluth and south of Township Line 55)** **TILE SETTER** \$ 24.13 17.38

 Rate Fringe
 * BRMN0016-002 05/01/2010 ST. LOUIS CO (north of a line between Townships #54 & #55, 2 miles north of Cotton) **BRICKLAYER** \$ 30.81 18.43

 CARP0361-012 08/10/2009 **DULUTH AREA** including Alborn, Arnold, Bartlett, Birch, Brookstone, Canyon, Clinton, Culver, Floodwood, Gowan, Island, Kelsey, Lakewood, Meadowlands, Munger, Palmers, Payne, Prasit, Shaw, Taft

 Rate Fringe
CARPENTER (including Acoustical Installation, Drywall Hanging, Form Work, & Overhead Door Installation) \$ 26.40 13.80

 Rate Fringe
 CARP0596-005 06/01/2009 **SOFT FLOOR LAYER** \$ 28.91 12.63

 CARP0606-001 06/01/2009 Excluding Duluth Area

 CARPENTER (including Acoustical Installation, Drywall Hanging, Form Work & Overhead Door Installation) \$ 25.75 12.69

 * ELECO242-012 05/30/2010 ST. LOUIS (south part bounded on the north by the north line of Kelsey Township extended east & west)
ELECTRICIAN \$ 31.24 66.55%

 * ELECO294-006 06/01/2010 ST. LOUIS (north part bounded on the south by the south line of Ellsburg Township, extended east & west)
 Electrician \$ 33.62 58.75%

ENGI0049-045 05/01/2009 POWER EQUIPMENT OPERATOR

GRP 1	\$ 34.64	15.25	GRP 3	\$ 32.89	15.25	GRP 5	\$ 32.38	15.25	GRP 7	\$ 29.75	15.25
GRP 2	\$ 34.30	15.25	GRP 4	\$ 32.55	15.25	GRP 6	\$ 30.87	15.25	GRP 8	\$ 27.74	15.25

Power Equipment Operator Classifications:

GROUP 1: Truck & Crawler Crane with 200' of Boom & over, including Jib (\$.50 premium with 300' of Boom & over, including jib); & Tower Crane 250' & over.

GROUP 2: Truck & Crawler Crane with 150' of Boom, up to but not including 200' of Boom including Jib; & Tower Crane 200' & over.

GROUP 3: Traveling Tower Crane; Truck & Crawler Crane, up to but not including 150' of Boom, including Jib; Tower Crane (Stationary) up to 200'; All-Terrain Vehicle Crane; Boom Truck over 100 ft.

GROUP 4: Backhoe/Track/Trackhoe; Hoist (3 drums or more); Overhead Crane (inside building perimeter); Excavator.

GROUP 5: Asphalt Spreader; Bulldozer; Curb Machine; Drill, Forklift; Compressor 450 CFM or over (2 or more machines); Boom Truck up to 100 ft; Loader over 1 cu yd; Hoist (1 or 2 drums); Mechanic; Milling Machine; Roller; Scraper; Tractor over D2.

GROUP 6: Bobcat/Skid Loader; Loader up to 1 cu. yd; Tractor D2 or similar size.

GROUP 7: Compressor 600 CFM or over; Crane Oiler.

GROUP 8: Oiler

 Rate Fringe
 IRON0512-018 05/01/2009 **IRONWORKER, ORNAMENTAL, REINFORCING & STRUCTURAL** \$ 29.76 19.50

 Rate Fringe
 LABO1091-011 01/01/2009 **LABORER (ASBESTOS ABATEMENT) Removal from Floors, Walls & Ceilings** \$ 27.65 11.11

 LABO1091-013 05/01/2009 **ST. LOUIS CO (south of T 55 N)**

LABORERS: GRP 1 \$ 23.45 11.24 GRP 2 \$ 23.60 11.24 GRP 3 \$ 23.85 11.24 GRP 4 \$ 24.15 11.24

LABORER CLASSIFICATIONS:

GRP 1: Common or General; Asphalt Shoveler; Carpenter Tender; Form Stripping

GRP 2: Vibrating Plate

GRP 3: Pipelayer

GRP 4: Mason Tender (Brick, Cement/Concrete)

 LABO1097-008 05/01/2009 ST.LOUIS CO (north of T 55N) Laborer: GRP 1 \$ 22.91 11.87 GRP 2 \$ 23.31 11.87

LABORERS CLASSIFICATIONS: GRP 1 - Common or General, Asphalt Shoveler, Carpenter Tender, Form Stripping, Mason Tender (Brick, Cement/Concrete)

 GRP 2 - Pipelayer, Vibrating Plate

 PAIN0106-001 05/01/2010 **GLAZIER** \$ 24.85 14.60 FOOTNOTE: 1 to 4 yrs svc - 1 wk pd vac; 5 to 11 yrs - 2 wks pd vac; 11 yrs or more - 3 wks pd vac

* PAIN0106-013 05/01/2010	<u>Rate</u>	<u>Fringe</u>		<u>Rate</u>	<u>Fringe</u>
PAINTERS: New: Brush, Roller	\$ 27.30	14.08	Repaint: Brush, Roller	\$ 25.80	14.08
Spray, Drywall Finisher/Taper	\$ 27.90	14.08	Spray, Drywall Finisher/Taper	\$ 26.40	14.08

 PLAS0633-024 10/01/2009 ST. LOUIS CO (north of White Face River) Cement Mason/Concrete Finisher \$ 24.31 14.34

PLAS0633-059 05/01/2009 CARLTON & ST. LOUIS COs (south of T 55N) CEMENT MASON/CONCRETE FINISHER \$ 27.04 15.45

* PLUM0011-019 05/03/2010 ST. LOUIS (south of an east-west line drawn through Cotton)	<u>Rate</u>	<u>Fringe</u>	PLUMBER/PIPEFITTER	\$ 35.60	16.25
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* PLUM0589-007 05/01/2010 ST. LOUIS (north of an east- west line drawn through Cotton)			Plumber/Pipefitter	\$ 35.74	15.77
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ROOF0096-024 07/06/2009 ST. LOUIS CO (south of Hwy 16, excluding city of Forbes) ROOFER \$ 29.20 13.20

* ROOF0096-025 05/01/2010 ST. LOUIS (remaining northern two-thirds)			Roofer	\$ 26.50	9.95
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SHEE0010-045 05/01/2009 ST. LOUIS CO (southern one-third)	<u>Rate</u>	<u>Fringe</u>	SHEET METAL WORKER (including HVAC Duct Installation)	\$ 31.61	16.52
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SHEE0010-056 05/01/2008 ST. LOUIS CO (northern two-thirds)			SHEET METAL WORKER (including HVAC Duct Installation)	\$ 29.99	16.08
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SUMN2009-050 07/27/2009	<u>Rate</u>	<u>Fringe</u>
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LABORER: Landscape	\$ 12.88	4.61
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TRUCK DRIVER: Dump Truck	\$ 19.15	5.70
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 WELDERS - Receive rate prescribed for craft performing operation to which welding is incidental.
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Unlisted classifications needed for work not included within the scope of the classifications listed may be added after award only as provided in the labor standards contract clauses (29CFR 5.5 (a) (1) (ii)).

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

WAGE DETERMINATION APPEALS PROCESS

1) Has there been an initial decision in the matter? This can be: * an existing published wage determination * a survey underlying a wage determination

* a Wage and Hour Division letter setting forth a position on a wage determination matter * a conformance (additional classification and rate) ruling
 On survey related matters, initial contact, including requests for summaries of surveys, should be with the Wage and Hour Regional Office for the area in which the survey was conducted because those Regional Offices have responsibility for the Davis-Bacon survey program. If the response from this initial contact is not satisfactory, then the process described in 2. and 3) should be followed.

With regard to any other matter not yet ripe for the formal process described here, initial contact should be with the Branch of Construction Wage Determinations. Write to: Branch of Construction Wage Determinations Wage and Hour Division U.S. Department of Labor 200 Constitution Avenue, N.W. Washington, DC 20210

2) If the answer to the question in 1) is yes, then an interested party (those affected by the action) can request review and reconsideration from the Wage and Hour Administrator (See 29 CFR Part 1.8 and 29 CFR Part 7). Write to: Wage and Hour Administrator U.S. Department of Labor 200 Constitution Avenue, N.W.

Washington, DC 20210

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

3) If the decision of the Administrator is not favorable, an interested party may appeal directly to the Administrative Review Board (formerly the Wage Appeals Board). Write to: Administrative Review Board U.S. Department of Labor 200 Constitution Avenue, N.W. Washington, DC 20210

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

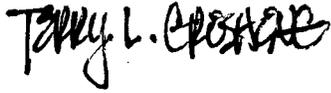
===== END OF GENERAL DECISION

End Wage Rates.

DRAWINGS: Drawing Sheet Addendum A-1; Fourth Floor Key Map; Detail References 4,5,6:A1 should be CHANGED to read: Details 1,6,7,8 & 9:A1.

End Addendum 2

Sincerely,

A handwritten signature in black ink that reads "Terry L. Groshong". The signature is written in a cursive, slightly slanted style.

Terry L. Groshong, AIA
City Architect