



CITY OF FLINT

Department of Purchases & Supplies

Dr. Karen Weaver
Mayor

Derrick F. Jones
Purchasing Manager

INVITATION TO BID

OWNER:

THE CITY OF FLINT
DEPARTMENT OF PURCHASES AND SUPPLIES
1101 S. SAGINAW ST., 2ND FLOOR
FLINT, MI 48502

Proposal No. 18-560

SCOPE OF WORK:

The City of Flint (The City), Department of Purchases & Supplies, is soliciting sealed proposals bids for providing:

McKinley Community Center Fire Restoration

per the attached specification.

If your firm is interested in providing the requested services, please submit 1 original and 1 copy of your detailed proposal to the City of Flint, Department of Purchases and Supplies, 1101 S. Saginaw St. Rm. 203, Second Floor, Flint, MI, 48502, by **Thursday, August 17, 2017** before 3:00 PM (EST). Please note: all detailed proposals received after 3:00 PM (EST) will not be considered. Faxed proposals into the Purchasing Department are not accepted.

A pre-bid will be held at 1:00 p.m. on Tuesday, August 8, 2017 at the McKinley Community Center, 249 Peer Ave, Flint, Michigan. This will be the only venue in which vendors will be able to collect data in order to submit a bid. Please bring necessary tools to ensure proper measurements.

The City of Flint may hold proposals for a period of 120 days from opening, for the purpose of reviewing the results and investigating the qualifications of proposal prior to making an award. The City of Flint reserves the right to waive any irregularities and accept or reject any or all bids submitted. Vendors located within the corporate city limits of Flint, Michigan may be given a seven percent (7%) competitive price advantage. Additionally, if the lowest responsible vendor is not located within the limits of the City of Flint, but is located within the county of Genesee and vendor does not exceed the bid of the lowest non-local bidder by more than three and one-half percent (3 ½), the County vendor may have a competitive advantage.

BID BOND: A bid bond, certified check, or cashier's check made payable to Treasurer, City of Flint", in an amount representing five percent (5) of the bid will be required **at the time of bid**. Bidder's check will be returned in one hundred twenty (120) days from date of bid opening or after contract award, whichever is first.

The City reserves the right to waive any irregularities and accept or reject any or all proposals submitted.

The City is an equal opportunity employer.

1101 S. Saginaw St., Room 203, Flint, MI 48502 Ph: (810)766-7340 Fax: (810) 766-7240

The successful bidder must comply with all requirements and pay prevailing wages and fringe benefits on this project per the City's Resolution R-12 adopted 4/8/91.

Pursuant to the requirements of 1976 P.A. 453 (Michigan Civil Rights Act) and 1976 P.A. 220 (Michigan Handicapped Rights Act), the local unit and its agent agree not to discriminate against any employee or applicant for employment with respect to hire, tenure, terms, conditions, or privileges of employment or a matter directly or indirectly related to employment because of race, color, religion, national origin, age, sex, height, weight, marital status or because of a handicap that is unrelated to the person's ability to perform the duties of nondiscrimination provision identical to this provision and binding upon any and all contractors and subcontractors. A breach of this covenant shall be regarded as a material breach of this contract.

Insurance/Worker's Compensation: Contractor shall not commence work under this contract until he has procured and provided evidence of the insurance required under this section. All coverage shall be obtained from insurance companies licensed and authorized to do business in the State of Michigan unless otherwise approved by the City's Risk Manager. Policies shall be reviewed by the City's Risk Manager for completeness and limits of coverage. All coverage shall be with insurance carriers acceptable to the City of Flint. Contractor shall maintain the following insurance coverage for the duration of the contract.

(a) Commercial General Liability coverage of not less than one million dollars (\$1,000,000) combined single limit with the City of Flint, and including all elected and appointed officials, all employees and volunteers, all boards, commissions and/or authorities and their board members, employees and volunteers, named as "Additional Insured." This coverage shall be written on an ISO occurrence basis form and shall include: Bodily Injury, Personal Injury, Property Damage, Contractual Liability, Products and Completed Operations, Independent Contractors; Broad Form Commercial General Liability Endorsement, (XCU) Exclusions deleted and a per contract aggregate coverage. This coverage shall be primary to the Additional Insured, and not contributing with any other insurance or similar protection available to the Additional Insured, whether said other available coverage be primary, contributing, or excess.

(b) Workers Compensation Insurance in accordance with Michigan statutory requirements, including Employers Liability coverage.

(c) Commercial Automobile Insurance in the amount of not less than \$1,000,000 combined single limit per accident with the City of Flint, and including all elected and appointed officials, all employees and volunteers, all boards, commissions and/or authorities and their board members, employees and volunteers, named as "Additional Insured." This coverage shall be written on ISO business auto forms covering Automobile Liability, code "any auto."

(d) Professional Liability - Errors and Omissions. All projects involving the use of Architects, civil engineers, landscape design specialists, and other professional services must provide the City of Flint with evidence of Professional Liability coverage in an amount not less than one million dollars (\$1,000,000). Evidence of this coverage must be provided for a minimum of three years after project completion. Any deductibles or self-insured retention must be declared to and approved by the City. In addition, the total dollar value of all claims paid out on the policy shall be declared. At the option of the City, either the insurer shall reduce or eliminate such deductibles or self-insured retention with respect to the City, its officials, employees, agents and volunteers; or Contractor shall procure a bond guaranteeing payment of losses and related investigation, claim, administration, and defense expenses.

Contractor shall furnish the City with two certificates of insurance for all coverage requested with original endorsements for those policies requiring the Additional Insured. All certificates of insurance must provide the City of Flint with not less than 30 days advance written notice in the event of cancellation, non-payment of premium, non-renewal, or any material change in policy coverage. In addition, the wording "Endeavor to" and "but failure to mail such notice shall impose no obligation or liability of any kind upon the company, its agents or representatives" must be removed from the standard ACORD cancellation statement. These certificates must identify the City of Flint, Risk Management Division, as the "Certificate Holder." Contractor must provide, upon request, certified copies of all insurance policies. If any of the above policies are due to expire during the term of this contract, Contractor shall deliver renewal certificates

and copies of the new policies to the City of Flint at least ten days prior to the expiration date. Contractor shall ensure that all subcontractors utilized obtain and maintain all insurance coverage required by this provision.

All materials furnished must be new, of latest model and standard first grade quality, or best workmanship and design, unless otherwise expressly specified. Bidder, if required, must furnish satisfactory evidence of quality materials, offers of experimental or unproven equipment may be disregarded.

Bidder shall protect against expense of any nature, shall bear costs of any suits which arise, and shall pay all damages which may be awarded against the City for the use, under this specification, of any patented device, process, apparatus, material or invention.

Bidder is not permitted to take advantage of any obvious errors or omissions in specifications.

The City reserves the right to reject any or all proposal, or split awards by items, unless otherwise stipulated, or to accept any bid which will best serve its interests.

The Director shall not knowingly accept the bid of a vendor /contractor who is in default on the payment of taxes, licenses, fees or other monies due the City. Purchase agreements with bidder who are found to have been in default at the time of award of such agreement shall be voided.

The bidder acknowledges that by signing this document that he/she is duly authorized to make said offer on behalf of the company he/she represents and that said bid is genuine and not sham or collusive and not made in the interests or on behalf of any person not therein named, and that he/she and said bidder have not directly induced or solicited any other person(s) or corporation to refrain from responding to this solicitation and that he/she and said bidder have not in any manner sought by collusion to secure to himself/herself and said bidder any advantage over any other bidder.

Any questions regarding this proposal should be directed to Derrick Jones via e-mail @ djones@cityofflint.com or phone @ 810-766-7340 ext 2.

Sincerely,



Derrick F. Jones
Purchasing Manager

Enclosure

All additional bid documents, requirements, addendums, specifications and plans/drawings (if utilized) are available on the Purchasing page of the City of Flint's web site at www.cityofflint.com/purchasing under "open bids" and the specific bid or proposal number assigned to this notice.

Davis-Bacon and Related Acts

Overview

The Davis-Bacon and Related Acts, apply to contractors and subcontractors performing on federally funded or assisted contracts in excess of \$2,000 for the construction, alteration, or repair (including painting and decorating) of public buildings or public works. Davis-Bacon Act and Related Act contractors and subcontractors must pay their laborers and mechanics employed under the contract no less than the locally prevailing wages and fringe benefits for corresponding work on similar projects in the area. The Davis-Bacon Act directs the Department of Labor to determine such locally prevailing wage rates. The Davis-Bacon Act applies to contractors and subcontractors performing work on federal or District of Columbia contracts. The Davis-Bacon Act prevailing wage provisions apply to the "Related Acts," under which federal agencies assist construction projects through grants, loans, loan guarantees, and insurance.

For prime contracts in excess of \$100,000, contractors and subcontractors must also, under the provisions of the Contract Work Hours and Safety Standards Act, as amended, pay laborers and mechanics, including guards and watchmen, at least one and one-half times their regular rate of pay for all hours worked over 40 in a workweek. The overtime provisions of the Fair Labor Standards Act may also apply to DBA-covered contracts.

29 CFR Part 5 — Labor Standards Provisions for Federally Assisted Projects §

5.5 Contract provisions and related matters.

(a) The Agency head shall cause or require the contracting officer to insert in full in any contract in excess of \$2,000 which is entered into for the actual construction, alteration and/or repair, including painting and decorating, of a public building or public work, or building or work financed in whole or in part from Federal funds or in accordance with guarantees of a Federal agency or financed from funds obtained by pledge of any contract of a Federal agency to make a loan, grant or annual contribution (except where a different meaning is expressly indicated), and which is subject to the labor standards provisions of any of the acts listed in Sec. 5.1, the following clauses (or any modifications thereof to meet the particular needs of the agency, Provided, That such modifications are first approved by the Department of Labor):

- (1) Minimum wages. (i) All laborers and mechanics employed or working upon the site of the work (or under the United States Housing Act of 1937 or under the Housing Act of 1949 in the construction or development of the project), will be paid unconditionally and not less often than once a week, and without subsequent deduction or rebate on any account (except such payroll deductions as are permitted by regulations issued by the Secretary of Labor under the Copeland Act (29 CFR part 3)), the full amount of wages and bona fide fringe benefits (or cash equivalents thereof) due at time of payment computed at rates not less than those contained in the wage determination of the Secretary of Labor which is attached hereto and made a part hereof, regardless of any contractual relationship which may be alleged to exist between the contractor and such laborers and mechanics.

Contributions made or costs reasonably anticipated for bona fide fringe benefits under section 1 (b)(2) of the Davis-Bacon Act on behalf of laborers or mechanics are considered wages paid to such laborers or mechanics, subject to the provisions of paragraph (a)(1)(iv)

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of this section; also, regular contributions made or costs incurred for more than a weekly period (but not less often than quarterly) under plans, funds, or programs which cover the particular weekly period, are deemed to be constructively made or incurred during such weekly period. Such laborers and mechanics shall be paid the appropriate wage rate and fringe benefits on the wage determination for the classification of work actually performed, without regard to skill, except as provided in Sec. 5.5(a)(4). Laborers or mechanics performing work in more than one classification may be compensated at the rate specified for each classification for the time actually worked therein: Provided, That the employer's payroll records accurately set forth the time spent in each classification in which work is performed. The wage determination (including any additional classification and wage rates conformed under paragraph (a)(1)(ii) of this section) and the Davis-Bacon poster (WH-1321) shall be posted at all times by the contractor and its subcontractors at the site of the work in a prominent and accessible place where it can be easily seen by the workers.

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

(1) The work to be performed by the classification requested is not performed by a classification in the wage determination; and 3 Rev. 3/2015

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

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

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

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

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

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

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

(2) Withholding. The (write in name of Federal Agency or the loan or grant recipient) shall upon its own action or upon written request of an authorized representative of the Department of Labor withhold or cause to be withheld from the contractor under this contract or any other Federal contract with the same prime contractor, or any other federally-assisted contract subject to Davis-Bacon prevailing wage requirements, which is held by the same prime contractor, so much of the accrued payments or advances as may be considered necessary to pay laborers and mechanics, including apprentices, trainees, and helpers, employed by the contractor or any subcontractor the full amount of wages required by the contract. In the event of failure to pay any laborer or mechanic, including any apprentice, trainee, or helper, employed or working on the site of the work (or under the United States Housing Act of 1937 or under the Housing Act of 4 Rev. 3/2015 1949 in the construction or development of the project), all or part of the wages required by the contract, the (Agency) may, after written notice to the contractor, sponsor, applicant, or owner, take such action as may be necessary to cause the suspension of any further payment, advance, or guarantee of funds until such violations have ceased.

(3) Payrolls and basic records. (i) Payrolls and basic records relating thereto shall be maintained by the contractor during the course of the work and preserved for a period of three years thereafter for all laborers and mechanics working at the site of the work (or under the United States Housing Act of 1937, or under the Housing Act of 1949, in the construction or development of the project). Such records shall contain the name, address, and social security number of each such worker, his or her correct classification, hourly rates of wages paid (including rates of contributions or costs anticipated for bona fide fringe benefits or cash equivalents thereof of the types described in section 1 (b)(2)(B) of the Davis-Bacon Act), daily and weekly number of hours worked, deductions made and actual wages paid. Whenever the Secretary of Labor has found under 29 CFR 5.5(a)(1)(iv) that the wages of any laborer or mechanic include the amount of any costs reasonably

anticipated in providing benefits under a plan or program described in section 1 (b)(2)(B) of the Davis-Bacon Act, the contractor shall maintain records which show that the commitment to provide such benefits is enforceable, that the plan or program is financially responsible, and that the plan or program has been communicated in writing to the laborers or mechanics affected, and records which show the costs anticipated or the actual cost incurred in providing such benefits. Contractors employing apprentices or trainees under approved programs shall maintain written evidence of the registration of apprenticeship programs and certification of trainee programs, the registration of the apprentices and trainees, and the ratios and wage rates prescribed in the applicable programs.

(ii)(A) The contractor shall submit weekly for each week in which any contract work is performed a copy of all payrolls to the (write in name of appropriate federal agency) 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 the (write in name of agency). The payrolls submitted shall set out accurately and completely all of the information required to be maintained under 29 CFR &5(a)(3)(i), except that full social security numbers and home addresses shall not be included on weekly transmittals. Instead the payrolls shall only need to include an individually identifying number for each employee (e.g., the last four digits of the employee's social security number). The required weekly payroll information may be submitted in any form desired. Optional Form WH-347 is available for this purpose from the Wage and Hour Division Web site at <http://www.dotgov/whd/forms/wh347.pdf> or its successor site. The prime contractor is responsible for the submission of copies of payrolls by all subcontractors. Contractors and subcontractors shall maintain the full social security number and current address of each covered worker, and shall provide them upon request to the (write in name of appropriate federal agency) if the agency is a party to the contract, but if the agency is not such a party, the contractor will submit them to the applicant, sponsor, or owner, as the case may be, for transmission to the (write in name of agency), the contractor, or the Wage and Hour Division of the Department of Labor for purposes of an investigation or audit of compliance with prevailing wage requirements. It is not a violation of this section for a prime contractor to require a subcontractor to provide addresses and social security numbers to the prime contractor for its own records, without weekly submission to the sponsoring government agency (or the applicant, sponsor, or owner).

(B) Each payroll submitted shall be accompanied by a "Statement of Compliance," signed by the contractor or subcontractor or his or her agent who pays or supervises the payment of the persons employed under the contract and shall certify the following: 5 Rev. 312015

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

(2) That each laborer or mechanic (including each helper, apprentice, and trainee) employed on the contract during the payroll period has been paid the full weekly wages earned, without rebate, either directly or indirectly, and that no deductions have been made either

directly or indirectly from the full wages earned, other than permissible deductions as set forth in Regulations, 29 CFR part 3;

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

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

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

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

(4) Apprentices and trainees--U) 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 6 Rev. 3/2015 program is registered, the ratios and wage rates (expressed in percentages of the journeyman's hourly

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

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

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

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

(6) Subcontracts. The contractor or subcontractor shall insert in any subcontracts the clauses contained in 29 CFR 5.5(a)(1) through (10) and such other clauses as the (write in the name of the Federal agency) may by appropriate instructions require, and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime contractor shall be responsible for the compliance by any subcontractor or lower tier subcontractor with all the contract clauses in 29 CFR 5.5. 7 Rev. 3/2015

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

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

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

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

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

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

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

(1) Overtime requirements. No contractor or subcontractor contracting for any part of the contract work which may require or involve the employment of laborers or mechanics shall require or permit any such laborer or mechanic in any workweek in which he or she is

employed on such work to work in excess of forty hours in such workweek unless such laborer or mechanic receives compensation at a rate not less than one and one-half times the basic rate of pay for all hours worked in excess of forty hours in such workweek.

(2) Violation; liability for unpaid wages; liquidated damages. In the event of any violation of the clause set forth in paragraph (b)(1) of this section the contractor and any subcontractor responsible there for shall be liable for the unpaid wages. In addition, such contractor and subcontractor shall be liable to the United States (in the case of work done under contract for the District of Columbia or a territory, to such District or to such territory), for liquidated damages. Such liquidated damages shall be computed with respect to each individual laborer or mechanic, including watchmen and guards, employed in violation of the clause set forth in paragraph (b)(1) of this section, in the sum of \$10 for each calendar day on which such individual was required or permitted to work in excess of the standard workweek of forty hours without payment of the overtime wages required by the clause set forth in paragraph (b)(1) of this section. 8 Rev. 3/2015

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

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

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

Labor, and the contractor or subcontractor will permit such representatives to interview employees during working hours on the job.

Instructions to Vendor

- 1) **PRE-BID INFORMATION AND QUESTIONS:** Each proposal that is timely received will be evaluated on its merit and completeness of all requested information. In preparing proposals, Bidders are advised to rely only upon the contents of this request for proposal (RFP) and accompanying documents and any written clarifications or addenda issued by the City of Flint. If a Bidder finds a discrepancy, error or omission in the RFP package, or requires any written addendum thereto, the Bidder is requested to notify the Purchasing contact noted on the cover of this RFP, so that written clarification may be sent to all prospective Bidders. **THE CITY OF FLINT IS NOT RESPONSIBLE FOR ANY ORAL INSTRUCTIONS.**
- 2) **RFP MODIFICATIONS:** The City of Flint has the right to correct, modify or cancel the RFP, in whole or in part, or to reject any Bid, in whole or in part, within the discretion of the City of Flint, or their designee. If any such changes are made, all known recipients of the RFP will be sent a copy of such changes. If any changes are made to this RFP document by any party other than the City of Flint, the original document in the City of Flint's files takes precedence.
- 3) **BID SUBMISSION:**
 - a) The Bidder must include the following items, or the bid may be deemed non-responsive:
i.e. All forms contained in this RFP, fully completed.
 - b) Proposals must be submitted to the Purchasing Department, City of Flint, 1101 S. Saginaw Street – Room 304, Flint, Michigan 48502 by the date and time indicated as the deadline. The Purchasing Department's time stamp will determine the official receipt time. It is each Bidder's responsibility to insure that its bid is time stamped by the Purchasing Department by the deadline. This responsibility rests entirely with the Bidder, regardless of delays resulting from postal handling or for any other reasons. Proposals will be accepted at any time during the normal course of business only, said hours being 8:00 a.m. to 5:00 p.m. Local Time, Monday through Friday, legal holidays as exception.
 - c) Proposals must be enclosed in a sealed opaque envelope, box or package, and clearly marked on the outside with the following: RFP Title, RFP Number, Deadline and Bidder's name.
 - d) Submission of a bid establishes a conclusive presumption that the Bidder is thoroughly familiar with the Request for Proposals (RFP), and that the Bidder understands and agrees to abide by each and all of the stipulations and requirements contained therein.
 - e) All prices and notations must be typed or printed in ink. No erasures are permitted. Mistakes may be crossed out and corrections must be initialed in ink by the person(s) signing the bid.
 - f) Proposals sent by telegraph, facsimile, or other electronic means will not be considered unless specifically authorized in this RFP.
 - g) All costs incurred in the preparation and presentation of the proposal is the Bidder's sole responsibility; no pre-bid costs will be reimbursed to any Bidder. All documentation submitted with the bid will become the property of the City of Flint.
 - h) Proposals must be held firm for a minimum of 120 days.

- i) Term - Contract and/or all other procurement documents shall be effective until completed to the satisfaction of the City of Flint. The City of Flint reserves the right to cancel or not renew all or any part of the procurement agreement/contract at any time.
- 4) **EXCEPTIONS:** Bidder shall clearly identify any proposed deviations from the Terms or Scope in the Request for Bid. Each exception must be clearly defined and referenced to the proper paragraph in this RFP. The exception shall include, at a minimum, the Bidder's proposed substitute language and opinion as to why the suggested substitution will provide equivalent or better service and performance. If no exceptions are noted in the Bidder's bid, the City of Flint will assume complete conformance with this specification and the successful Bidder will be required to perform accordingly. Proposals not meeting all requirements may be rejected.
- 5) **DUPLICATE PROPOSALS:** No more than one (1) bid from any Bidder, including its subsidiaries, affiliated companies and franchises will be considered by the City of Flint. In the event multiple proposals are submitted in violation of this provision, the City will have the right to determine which bid will be considered, or at its sole option, reject all such multiple proposals.
- 6) **WITHDRAWAL:** Proposals may only be withdrawn by written notice prior to the date and time set for the opening of proposals. No Bid may be withdrawn after the deadline for submission.
- 7) **REJECTION/GOOD STANDING:** The City of Flint reserves the right to reject any or all proposals, or to accept or reject any bid in part, and to waive any minor informality or irregularity in proposals received if it is determined by the City of Flint, or their designee, that the best interest of the City will be served by doing so. No Bid will be considered from any person, firm or corporation in arrears or in default to the City on any contract, debt, taxes or other obligation, or if the Bidder is debarred by the City of Flint from consideration for a contract award.
- 8) **PROCUREMENT POLICY:** Procurement for the City of Flint will be handled in a manner providing fair opportunity to all businesses. This will be accomplished without abrogation or sacrifice of quality and as determined to be in the best interest of the City. The City of Flint and their officials have the vested authority to execute a contract, subject to City Council and Mayoral approval where required.
- 9) **BID SIGNATURES:** Proposals must be signed by an authorized official of the Bidder. Each signature represents binding commitment upon the Bidder to provide the goods and/or services offered to the City of Flint if the Bidder is determined to be the lowest Responsive and Responsible Bidder.
- 10) **CONTRACT AWARD/SPLIT AWARDS:** The City of Flint reserves the right to award by item, group of items, or total bid to the lowest responsive, responsible Bidder. The Bidder to whom the award is made will be notified at the earliest possible date. Tentative acceptance of the bid, intent to recommend award of a contract, and actual award of the contract will be provided by written notice sent to the Bidder at the address designated in the bid if a separate Agreement is required to be executed. After a final award of the Agreement by the City of Flint, the Contractor/Vendor must execute and perform said Agreement. All proposals must be firm for at least 180 days from the due date of the bid. If, for any reason, a contract is not executed with the selected Bidder within 14 days after notice of recommendation for award, then the City may recommend the next lowest responsive and responsible Bidder.

- 11) **NO RFP RESPONSE:** Bidders who receive this RFP but who do not submit a bid should return this RFP package stating the reason(s) for not responding. Failure to return this form may result in removal of the Bidder's name from all bidder lists.
- 12) **FREEDOM OF INFORMATION ACT REQUIREMENTS:** Proposals are subject to public disclosure after the deadline for submission in accordance with state law.
- 13) **ARBITRATION:** Contractor/Vendor agrees to submit to arbitration all claims, counterclaims, disputes and other matters in question arising out of or relating to this agreement or the breach thereof. The Contractor's agreement to arbitrate shall be specifically enforceable under the prevailing law of any court having jurisdiction to hear such matters. Contractor's obligation to submit to arbitration shall be subject to the following provisions:
- (a) Notice of demand for arbitration must be submitted to the City in writing within a reasonable time after the claim, dispute or other matter in question has arisen. A reasonable time is hereby determined to be fourteen (14) days from the date the party demanding the arbitration knows or should have known the facts giving rise to his claim, dispute or question. In no event may the demand for arbitration be made after the time when institution of legal or equitable proceedings based on such claim dispute or other matters in question would be barred by the applicable statute of limitation.
 - (b) Within fourteen (14) days from the date demand for arbitration is received by the City, each party shall submit to the other the name of one person to serve as an arbitrator. The two arbitrators together shall then select a third person; the three together shall then serve as a panel in all proceedings. Any decision concurred in by a majority of the three shall be a final binding decision.
 - (c) The final decision rendered by said arbitrators shall be binding and conclusive and shall be subject to specific enforcement by a court of competent jurisdiction.
 - (d) The costs of the arbitration shall be split and borne equally between the parties and such costs are not subject to shifting by the arbitrator.
- 14) **BID HOLD:** The City of Flint may hold proposals for a period of 120 days from opening, for the purpose of reviewing the results and investigating the qualifications of bidders prior to making an award.
- 15) **NONCOMPLIANCE:** Failure to deliver in accordance with specifications will be cause for the City of Flint and they may cancel the contract or any part thereof and purchase on the open market, charging any additional cost to the Contractor/Vendor.
- 16) **DISCLAIMER OF CONTRACTUAL RELATIONSHIP:** Nothing contained in these documents shall create any contractual relationship between the City and any Subcontractor or Sub-subcontractor.
- 17) **ERRORS AND OMISSIONS:** Bidder is not permitted to take advantage of any obvious errors or omissions in specifications.
- 18) **INTERPRETATION:** In the event that any provision contained herein shall be determined by a court of competent jurisdiction or an appropriate administrative tribunal to be contrary to the provision of law or to be unenforceable for any reason, then, to the extent necessary and possible to render the remainder of this Agreement enforceable, such provision may be modified or severed by such court or administrative tribunal having jurisdiction over this Agreement and the interpretation thereof, or the parties hereto, so as to, as nearly as possible, carry out the intention of the parties hereto, considering the purpose of the entire Agreement in relation to such provision.
- 19) **LAWS AND ORDINANCES:** The bidder shall obey and abide by all of the laws, rules and regulations of 1101 S. Saginaw St., Room 203, Flint, MI 48502 Ph: (810)766-7340 Fax: (810) 766-7240

the Federal Government, State of Michigan, Genesee County and the City of Flint, applicable to the performance of this agreement, including, but not limited to, labor laws, and laws regulating or applying to public improvement, local government, and its operational requirements.

- 20) **LOCAL PREFERENCE:** Bidders located within the corporate city limits of Flint, Michigan may be given a seven percent (7%) competitive price advantage. Additionally, if the lowest responsible bidder is not located within the limits of the City of Flint, but is located within the county of Genesee, and said Genesee County responsible bidder does not exceed the bid of the lowest non-local bidder by more than three and one-half percent (3 ½ %), the County vendor may have a competitive advantage.
- 21) **MATERIAL WORKMANSHIP AND STANDARDS OF PERFORMANCE:** The bidder agrees to exercise independent judgment and to complete performance under this Agreement in accordance with sound professional practices. In entering into this Agreement, the City is relying upon the professional reputation, experience, certification and ability of the bidder. The bidder agrees that all of the obligations required by him pursuant to this Agreement shall be performed by him or by other employed by him and working under his direction and control. The continued effectiveness of this Agreement during its term or any renewal term shall be contingent, in part, upon the bidder maintaining his operating qualifications in accordance with the requirements of federal, state and local laws. All materials furnished must be new, of latest model and standard first grade quality, or best workmanship and design, unless otherwise expressly specified. Bidder, if required, must furnish satisfactory evidence of quality materials; offers of experimental or unproven equipment may be disregarded.
- 22) **MODIFICATIONS/CHANGES/PRICE VARIATIONS:** Any modification to this agreement must be in writing and signed by the authorized employee, officer, board or council representative authorized to make such modifications pursuant to the State law and local ordinances. Commodities subject to market price variation shall be considered on all term agreements subject to a 30-day advance written notification from the vendor. Such notice must be substantiated by a written price change from the manufacturer and shall be required for both price increases and decreases.
- 23) **NON-COLLUSION:** The bidder acknowledges that by signing this document that he/she is duly authorized to make said offer on behalf of the company he/she represents and that said bid is genuine and not sham or collusive and not made in the interests or on behalf of any person not therein named, and that he/she and said bidder have not directly induced or solicited any other person(s) or corporation to refrain from responding to this solicitation and that he/she and said bidder have not in any manner sought by collusion to secure to himself/herself and said bidder any advantage over any other bidder.
- 24) **NON-DISCRIMINATION:** Pursuant to the requirements of 1976 P.A. 453 (Michigan Civil Rights Act) and 1976 P.A. 220 (Michigan Handicapped Rights Act), the local unit and its agent agree not to discriminate against any employee or applicant for employment with respect to hire, tenure, terms, conditions, or privileges of employment or a matter directly or indirectly related to employment because of race, color, religion, national origin, age, sex, height, weight, marital status or because of a handicap that is unrelated to the person's ability to perform the duties of nondiscrimination provision identical to this provision and binding upon any and all contractors and subcontractors. A breach of this covenant shall be regarded as a material breach of this contract.
- 25) **SUBCONTRACTING:** No subcontract work shall be started prior to the written approval of the subcontractor by the City. The City reserves the right to accept or reject any subcontractor.

- 26) **UNION COMPLIANCE:** Contractor agrees to comply with all regulations and requirements of any national or local union(s) that may have jurisdiction over any of the materials, facilities, services or personnel to be furnished by the City.
- 27) **WAIVER:** Failure of the City to insist upon strict compliance with any of the terms, covenants or conditions of this Agreement shall not be deemed a waiver of that term, covenant or condition or of any other term, covenant or condition. Any waiver or relinquishment of any right or power hereunder at any one or more times shall not be deemed a waiver or relinquishment of that right or power at any other time.
- 28) **JURISDICTION OF OMBUDSMAN:** Any person, business or other entity submitting a bid or bid in response to a request by the City consents to be subject to the jurisdiction of the Ombudsman of the City of Flint and to comply with the respective Charter provisions governing the Ombudsman's duties, jurisdiction and powers.
- 29) **PREVAILING WAGE:** The successful bidder providing any contractual labor services must comply with all requirements and pay prevailing wages and fringe benefits on this project per the City's Resolution R-12 adopted 4/8/91. The bidder is aware of City of Flint Resolution #R-12 dated April 8, 1991, a copy of which is annexed hereto and incorporated herein, and agrees to abide by all of the applicable covenants and requirements set forth in said resolution.
- 30) **CITY INCOME TAX WITHHOLDING:** Contractor and any subcontractor engaged in this contract shall withhold from each payment to his employees the City income tax on all of their compensation subject to tax, after giving effect to exemptions, as follows:
- (a) Residents of the City:
At a rate equal to 1% of all compensation paid to the employee who is a resident of the City of Flint.
 - (b) Non-residents:
At a rate equal to 1/2% of the compensation paid to the employee for work done or services performed in the City of Flint.

These taxes shall be held in trust and paid over to the City of Flint in accordance with City ordinances and State law. Any failure to do so shall constitute a substantial and material breach of this contract.

- 31) **CONTRACT/PROCUREMENT DOCUMENTS:** The invitation for proposals, instructions to bidders, bid, affidavit, addenda (if any), statement of bidder's qualifications (when required), general conditions, special conditions, performance bond, labor and material payment bond, insurance certificates, (if required), technical specifications, and drawings, together with this agreement, form the contract, and they are as fully a part of the contract as if attached hereto or repeated herein.
- 32) **DISCLAIMER OF CONTRACTUAL RELATIONSHIP WITH SUBCONTRACTORS:** Nothing contained in the Contract Documents shall create any contractual relationship between the City and any Subcontractor or Sub-subcontractor.
- 33) **EFFECTIVE DATE:** Any agreement between the City and the contractor shall be effective upon the date that it is executed by all parties hereto.
- 34) **FORCE MAJEURE:** Neither party shall be responsible for damages or delays caused by Force Majeure or other events beyond the control of the other party and which could not reasonably have anticipated the control of the other party and which could not reasonably have been anticipated or prevented. For purposes of this Agreement, Force Majeure includes, but is not limited to, adverse weather conditions,

floods, epidemics, war, riot, strikes, lockouts, and other industrial disturbances; unknown site conditions, accidents, sabotage, fire, and acts of God. Should Force Majeure occur, the parties shall mutually agree on the terms and conditions upon which the services may continue.

- 35) **INDEMNIFICATION:** To the fullest extent permitted by law, Contractor agrees to defend, pay on behalf of, indemnify, and hold harmless the City of Flint, its elected and appointed officials, employees and volunteers and other working on behalf of the City of Flint, including the Project Manager, against any and all claims, demands, suits, or losses, including all costs connected therewith, and for any damages which may be asserted, claimed, or recovered against or from the City of Flint, its elected and appointed officials, employees, volunteers or others working on behalf of the City of Flint, by reason of personal injury, including bodily injury or death and/or property damage, including loss of use thereof, which may arise as a result of Contractor's acts, omissions, faults, and negligence or that of any of his employees, agents, and representatives in connection with the performance of this contract. Should the Contractor fail to indemnify the City in the above-mentioned circumstances, the City may exercise its option to deduct the cost that it incurs from the contract price forthwith.
- 36) **INDEPENDENT CONTRACTOR:** No provision of this contract shall be construed as creating an employer-employee relationship. It is hereby expressly understood and agreed that Contractor is an "independent contractor" as that phrase has been defined and interpreted by the courts of the State of Michigan and, as such, Contractor is not entitled to any benefits not otherwise specified herein.
- 37) **NO THIRD-PARTY BENEFICIARY:** No contractor, subcontractor, mechanic, material man, laborer, vendor, or other person dealing with the principal Contractor shall be, nor shall any of them be deemed to be, third-party beneficiaries of this contract, but each such person shall be deemed to have agreed (a) that they shall look to the principal Contractor as their sole source of recovery if not paid, and (b) except as otherwise agreed to by the principal Contractor and any such person in writing, they may not enter any claim or bring any such action against the City under any circumstances. Except as provided by law, or as otherwise agreed to in writing between the City and such person, each such person shall be deemed to have waived in writing all rights to seek redress from the City under any circumstances whatsoever.
- 38) **NON-ASSIGNABILITY:** Contractor shall not assign or transfer any interest in this contract without the prior written consent of the City provided, however, that claims for money due or to become due to Contractor from the City under this contract may be assigned to a bank, trust company, or other financial institution without such approval. Notice of any such assignment or transfer shall be furnished promptly to the City.
- 39) **NON-DISCLOSURE/CONFIDENTIALITY:** Contractor agrees that the documents identified herein as the contract documents are confidential information intended for the sole use of the City and that Contractor will not disclose any such information, or in any other way make such documents public, without the express written approval of the City or the order of the court of appropriate jurisdiction or as required by the laws of the State of Michigan.
- 40) **RECORDS PROPERTY OF CITY:** All documents, information, reports and the like prepared or generated by Contractor as a result of this contract shall become the sole property of the City of Flint.
- 41) **SEVERABILITY:** In the event that any provision contained herein shall be determined by a court or administrative tribunal to be contrary to a provision of state or federal law or to be unenforceable for any reason, then, to the extent necessary and possible to render the remainder of this Agreement enforceable, such provision may be modified or severed by such court or administrative tribunal so as to, as nearly as possible, carry out the intention of the parties hereto, considering the purpose of the entire Agreement in relation to such provision. The invalidation of one or more terms of this contract shall not affect the validity of the remaining terms.
- 42) **TERMINATION:** This contract may be terminated by either party hereto by submitting a notice of termination to the other party. Such notice shall be in writing and shall be effective 30 days from the
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date it is submitted unless otherwise agreed to by the parties hereto. Contractor, upon receiving such notice and prorated payment upon termination of this contract shall give to the City all pertinent records, data, and information created up to the date of termination to which the City, under the terms of this contract, is entitled.

43) **TIME PERFORMANCE:** Contractor's services shall commence immediately upon receipt of the notice to proceed and shall be carried out forthwith and without reasonable delay.

44) **EVALUATION OF PROPOSALS/BIDS:** In the City's evaluation of proposals/bids, at minimum; cost, serviceability, financial stability, and all requirements set forth in this document shall be considered as selection and award criteria unless otherwise as specified.

Request for Proposal

Professional Services for design, engineering, and repair services for: McKinley Community Center Fire Restoration Services 249 Peer Ave, Flint, MI 48503

Project Description

The City of Flint, through its Planning & Parks Division, invites sealed proposals from qualified and established firm or combination of firms, licensed by the State of Michigan and known to be experienced and typically engaged in the areas of providing design, and fire restoration repair services for the McKinley Park Community located at 249 Peer Ave, Flint, MI 48503

Please note: all detailed bids received after 3:00 pm, will not be considered. Faxed bids will not be accepted.

Proposals should be clearly labeled: **“McKinley Community Center Fire Restoration Services”**

It is the submitting parties responsibility to obtain a signed receipt for their proposal prior to 3:00pm on the date of submission.

Project Location & Overview

McKinley Community Center (as known as the VISTA Drop-in Center), 249 Peer Ave, Flint, MI 48503

See attached site photos and maps for more information.

Equal Employment Opportunity

Contractor will be required to comply with all applicable federal and state equal opportunity, affirmative action and minority representation laws. Minority and women owned business enterprises are encouraged to apply.

Ineligible Bidders

All bidders will be required to certify that they are not on the U.S. Comptroller General's List of Ineligible Contractors nor any firm, partnership, or association in which they have substantial interest nor any other person, both natural and corporate, having substantial interest in their business is designated as an ineligible bidder or on the U.S. Comptroller General's List of Ineligible Contractors.

In addition, all bidders will be required to certify that they are currently in Good Standing with

the City of Flint and up to date on all taxes.

Bid Opening Meeting

Sealed bids will be opened at 3:00pm, local time at the Finance Department, Purchasing Division, 1101 S. Saginaw St., Finance Office, 2nd Floor, on Thursday, August 17, 2017.

The City of Flint is an Equal Opportunity Employer.

All work for this project must meet Davis-Bacon Requirements and full prevailing wage.

Information on Davis-Bacon reporting and requirements, including pay roll reporting, can be found at: portal.hud.gov/hudportal/documents/huddoc?id=DOC_12590.pdf Information on current Davis-Bacon wages can be found here: <http://www.wdol.gov/dba.aspx>

Pre-Bid Meeting & Walk through:

A pre-bid meeting and walk through of the facility will take place on site at 249 Peer Ave, Flint, MI begin at 1:00 p.m., Tuesday, August 8, 2017.

Scope of services

The successfully awarded contractor shall provide design, engineering, repair and fire restoration services.

Work to be done includes:

- Design
 - The contractor(s) will be required to produce drawings for necessary building permits. The contractor is to collaborate with the City of Flint Planning & Development Staff to complete the plans and construction specs.
- Engineering/Permitting
 - The contractor is responsible for all necessary engineering of the project area, including determining if construction drawings are necessary.

The contractor is solely responsible to apply, pay for and obtain all permits required for this project included but not limited to:

Building and trade permits for hauling equipment and any and all other City, State, and Federal permits required for the execution of the contract. Responsibility includes obtaining engineering drawings by a professional engineer licensed in Michigan.

- In addition to construction drawings the Contractor is responsible for supplying any documentation necessary for the permitting authorities.

- **Construction/Repair/Restoration Services**
 - The contractor is responsible for the construction/repair/restoration of project elements as noted on the Bid Sheet. Only the most necessary repairs to bring the building back to code are sought. The old deck outside the building that was the source of the fire will not be repaired. Please see bid sheet for specific line items.

Proposal Requirements

Proposals should include a minimum of the following in their scope:

- **Project Timeline**

Proposals shall include a detailed schedule of work including a timeline. Timeline should include lead time for equipment order, design review, and building permit obtainment.

- **Experience**

A brief history of the firm, including: when organized, size, and experience with similar projects over the past 5 years. For each project include a summary of the project, total project cost, owner's name, and a reference with title and contact information. In addition, please include your firm's experience with federally funded projects, if any.

- **Key Staff**

Bidders shall identify their key staff person(s) proposed to perform the scope of services requested. Include as a minimum: the principal in-charge and project manager. A description of education, training, licenses or certifications and relevant experience shall be presented for each team member. If subcontractors or a joint venture agreement are proposed, their respective experiences shall also be included.

- **Selection Criteria**

The selection committee shall review and rate all the properly submitted proposals against the set of criteria listed below. In addition, the top 2-3 ranked firms may be invited for an interview prior to the final selection.

- **Criteria:**

- Lowest price of bid that reflects full prevailing wage
- Responsiveness to RFP requirements
- Understand of project and expertise for project
- Recent similar project experience
- Certification, training, and licensing

- **Qualifications**

The selected firm will be responsible for sealed plans and specifications while acting as the project prime professional, or professional of record. As such, the successful bidder must be a State of Michigan registered architect, or engineer. No other persons may act in this role.

Work Effort shall include Design of Plan and specifications and building approval.

Subcontracting

No subcontracting shall be started prior to the written approval of the subcontractor by the City. The City reserves the right to accept or reject any subcontractor.

Insurance

The contractor shall notify all insurance agents and companies retained by the contractor that these insurance requirements shall be included in any agreement between the contractor and the City of Flint.

Notice to Proceed

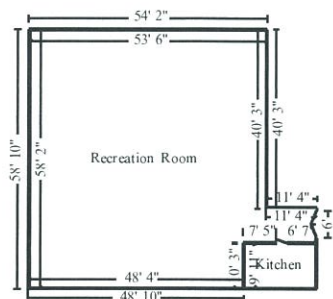
No work on this project shall commence without prior written notice to proceed from the City of Flint.

Attachments

Attachment A: Bid Sheet

Attachment B: Floor Plan

Attachment C: Site Photos



2,583.00 SF Walls	3,146.53 SF Ceiling
5,729.53 SF Walls & Ceiling	3,146.53 SF Floor
349.61 SY Flooring	246.00 LF Floor Perimeter
246.00 LF Ceil. Perimeter	

PREP ITEMS	QTY	D/RESET	REMOVE	REPLACE	TOTAL
1. Deodorize building - Hot thermal fog	66,077.10				
Deodorize entire building for odor control					

2. R&R Metal studding, 2 1/2" wide, 16" OC, 20 gauge	350.00 SF
3. R&R Exterior door, 8' - metal - insulated - flush or panel	1.00 EA

CONTINUED - Recreation Room

DESCRIPTION	QTY	D/RESET	REMOVE	REPLACE	TOTAL
4. R&R Exterior door sidelite - pre-attached	1.00	EA			
5. R&R Aluminum window, picture/fixed 24-32 sf (2 pane w/thermal)	2.00	EA			
6. R&R Batt insulation - 4" - R11 - paper faced Replace batt insulation in back exterior wall	540.00	SF			
7. R&R Batt insulation - 10" - R30 - unfaced batt Replace insulation above the ceiling tiles in the ceiling	3,146.53	SF			
8. R&R Drape roll insulation - vinyl faced - R11 Affected portion of the ceiling and wall	1,440.00	SF			
9. R&R Ductwork - flexible - insulated - 6" round	175.00	LF			

WALLS, CEILING, CABINETS & TRIM

10. 1/2" drywall - hung, taped, floated, ready for paint	400.00	SF
11. R&R Suspended ceiling grid - 2' x 4' Replace damaged section by back wall	150.00	SF
12. R&R Suspended ceiling tile - 2' x 4'	3,146.53	SF
13. Cove base molding - rubber or vinyl, 4" high	50.00	LF

FINISHES & HARDWARE

14. Seal the walls shellac - one coat	2,583.00	SF
15. Paint the walls - two coats	2,583.00	SF
16. Paint door or window opening - 2 coats (per side)	7.00	EA
17. R&R Fluorescent - acoustic grid fixture - four tube, 2'x 4'	3.00	EA
18. Ceiling fan without light	4.00	EA
19. Detach & Reset In-wall / In-ceiling speaker	3.00	EA
20. R&R 110 volt commercial wiring/conduit, box, outlet, switch	3.00	EA
21. R&R Exit sign - internal power	1.00	EA
22. R&R Door closer - Heavy duty - Commercial grade	1.00	EA
23. Door lockset & deadbolt - exterior	2.00	EA

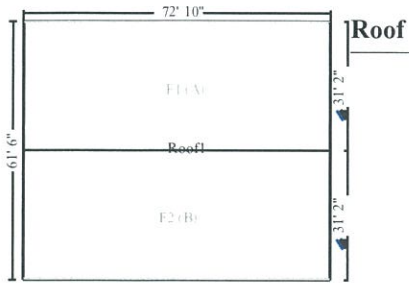
FLOORS & CLEANING

24. Clean floor, strip & wax - several layers of wax
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Totals: Recreation Room

Total: Main Level

Roof



4,541.04 Surface Area
270.36 Total Perimeter Length

45.41 Number of Squares
72.83 Total Ridge Length

DESCRIPTION	QTY	D/RESET	REMOVE	REPLACE	TOTAL
25. Roofing felt - synthetic underlayment	9.00 SQ				
26. Metal roofing - ribbed - 26 gauge - up to 1"	900.00 SF				
27. Eave trim for metal roofing - 26 gauge	30.00 LF				
28. Gable trim for metal roofing - 26 gauge	30.00 LF				
29. Ridge end cap for metal roofing	30.00 EA				

Totals: Roofl

Total: Roof

Exterior

DESCRIPTION	QTY	D/RESET	REMOVE	REPLACE	TOTAL
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PREP ITEMS

30. General Demolition - per hour	16.00 HR				
Remove remains of old deck Estimated for 2 men, one day					

ROUGH ITEMS (Back Door Stairs)

31. Precast concrete or block pier	6.00 EA				
32. 4" x 4" wood post - treated (1.33 BF per LF)	64.00 LF				
33. Stairway - treated stringers and treads (per tread)	6.00 EA				
34. 2" x 8" lumber - treated (1.33 BF per LF)	24.00 LF				
35. Deck planking - treated lumber (per SF)	8.00 SF				
36. Deck flashing - membrane - 6" wide	4.00 LF				
37. Framing hanger	12.00 EA				
38. Additional charge to attach decking w/screws	8.00 SF				

CONTINUED - General

DESCRIPTION	QTY	D/RESET	REMOVE	REPLACE	TOTAL
39. Lag bolt - 1/2" x 5" - hex lag screw - zinc plated	28.00	EA			
40. Porch or deck handrail w/turned balusters	22.00	LF			
WALLS, CEILING, CABINETS & TRIM					
41. R&R Siding - steel (29 gauge)	810.00	SF			
42. R&R Gutter / downspout - galvanized - concealed	60.00	LF			
43. R&R Gutter / downspout - aluminum - 6"	20.00	LF			
Downspout in the middle					
FINISHES & HARDWARE					
44. Prime & paint metal siding	1,620.00	SF			
FLOORS & CLEANING					
45. R&R Exterior wall pack - Sodium - 250 watt	2.00	EA			
Totals: Exterior					

General

DESCRIPTION	QTY	D/RESET	REMOVE	REPLACE	TOTAL
LABOR ITEMS					
46. Commercial Supervision / Project Management - per hour	_____	Hours			
Labor hours for project manager to:					
1. Organize and deliver materials					
2. Meet subcontractors on site					
3. Prepare paperwork for permit					
4. Meet inspectors on site					
5. Schedule and supervise quality of work.					
47. Clean ductwork - Interior - Heavy clean (PER REGISTER)	35.00	EA			
48. Furnace - heavy clean, replace filters and service - w/ AC	1.00	EA			
PERMITS & PROFESSIONAL FEES					
49. Taxes, insurance, permits & fees (Bid Item)	1.00	EA			
Price will be added when permit is paid for					

CONTINUED - General

DESCRIPTION	QTY	D/RESET	REMOVE	REPLACE	TOTAL
EQUIPMENT					
50. Dumpster load - Approx. 20 yards, 4 tons of debris	2.00	EA			

Totals: General

Grand Total Areas:

3,129.98	SF Walls	3,306.25	SF Ceiling	6,436.23	SF Walls and Ceiling
3,306.25	SF Floor	367.36	SY Flooring	298.09	LF Floor Perimeter
0.00	SF Long Wall	0.00	SF Short Wall	298.09	LF Ceil. Perimeter
3,306.25	Floor Area	3,397.49	Total Area	3,129.98	Interior Wall Area
3,171.45	Exterior Wall Area	248.67	Exterior Perimeter of Walls		
4,541.04	Surface Area	45.41	Number of Squares	540.73	Total Perimeter Length
72.83	Total Ridge Length	0.00	Total Hip Length		

Summary for Dwelling

Line Item Total

Material Sales Tax

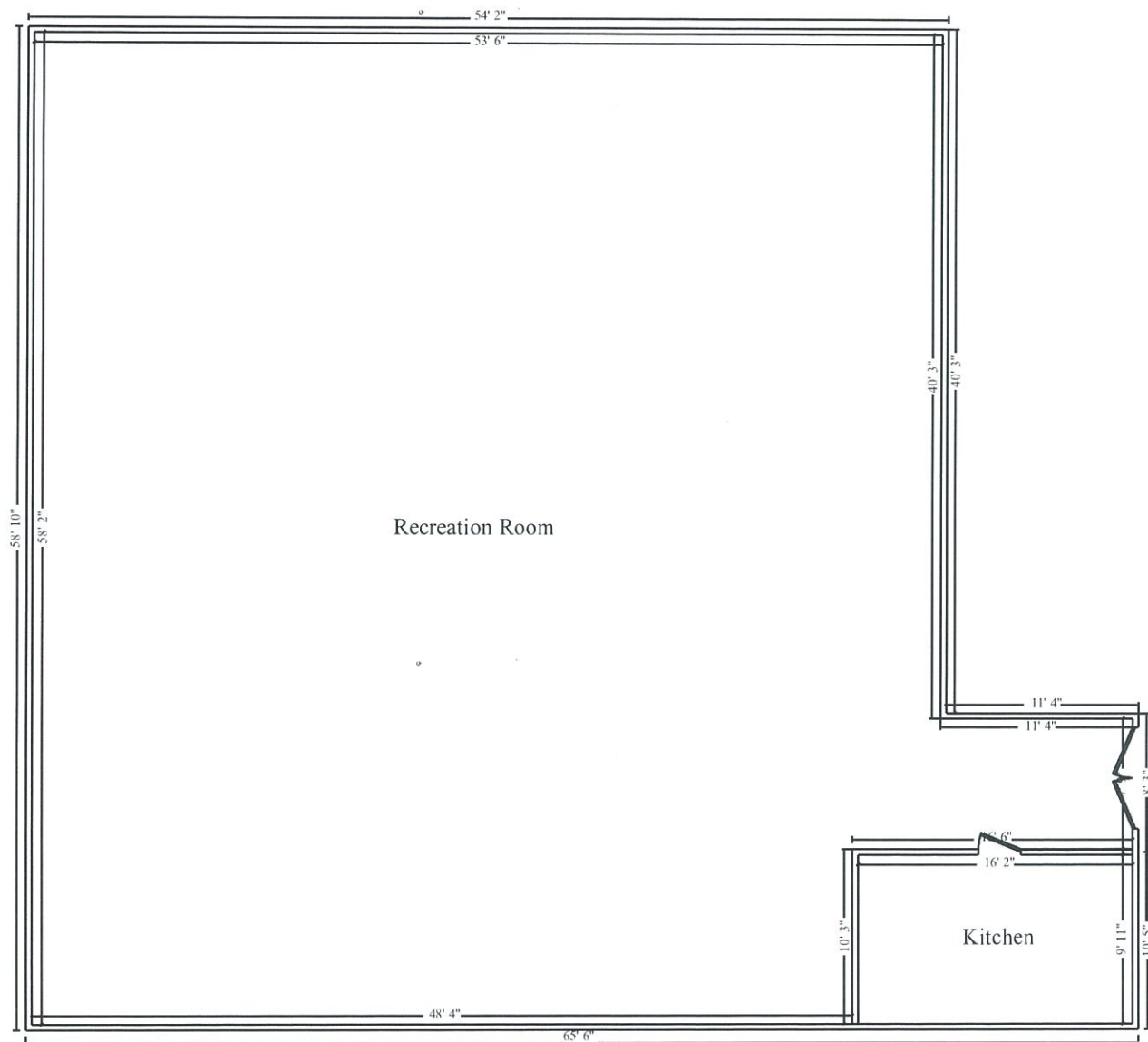
Subtotal

Overhead

Profit

Replacement Cost Value

Net Claim



N

Roof

Roof

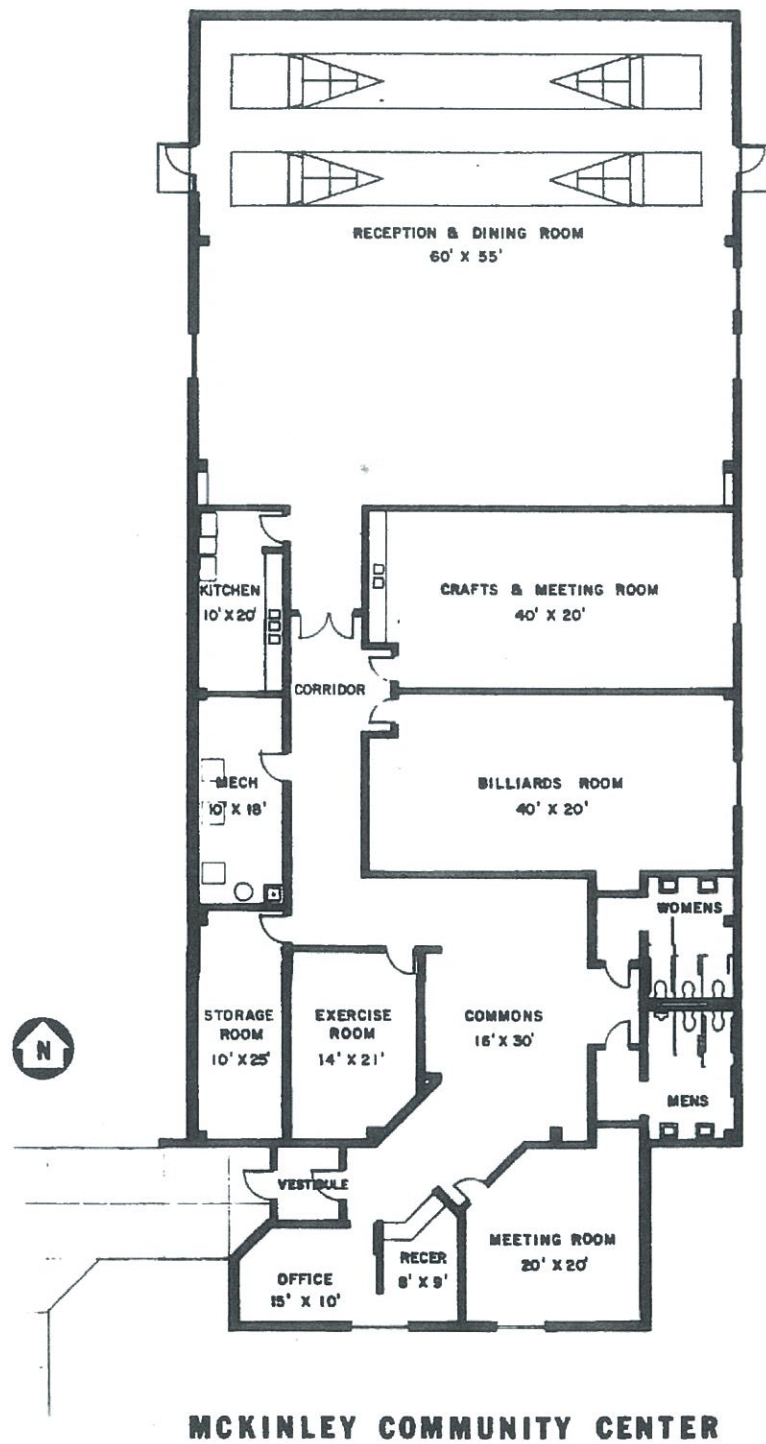
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8/11/2016

Attachment B: Floor Plan



1101 S. Saginaw St., Room 203, Flint, MI 48502 Ph: (810)766-7340 Fax: (810) 766-7240

Attachment C: Site Photos



1101 S. Saginaw St., Room 203, Flint, MI 48502 Ph: (810)766-7340 Fax: (810) 766-7240

CERTIFICATION FORM (must be completed and included with submittal)

Certification Form Note

THIS PAGE MUST BE COMPLETED AND INCLUDED WITH THE SUBMITTAL: The undersigned hereby certifies, on behalf of the Respondent named in this Certification (the "Respondent"), that the information provided in this RFP submittal to City of Flint is accurate and complete, and I am duly authorized to submit same. I hereby certify that the Respondent has reviewed this RFP in its entirety and accepts its terms and conditions.

(Signature of Authorized Representative)

(Typed Name of Authorized Representative)

(Title)

(Date)

(Address)

(City, State, Zip Code)

(Phone Number)

(Fax Number)

CITY OF FLINT, MICHIGAN

AFFIDAVIT

AFFIDAVIT FOR INDIVIDUAL

STATE OF _____

S.S.

COUNTY OF _____

_____ being duly sworn,
deposes and says that he is the person making the above bid; and that said bid is genuine and not sham or collusive,
and is not made in the interest of or on behalf of any person not therein named, and that he has not directly or
indirectly induced or solicited any bidder to put in a sham bid; that he has not directly or indirectly induced or solicited
any other person or corporation to refrain from bidding, and that he has not in any manner sought by collusion to
secure himself any advantage over other bidders.

Subscribed and sworn to before me at _____, in said County and State,
this _____ day of _____, A.D. 20 _____,

My Commission expires _____, 20 _____ *Notary Public, _____ County, _____

FOR CORPORATION

STATE OF _____

S.S.

COUNTY OF _____

_____ being duly sworn, deposes and says
that he is _____ of _____
(Official Title) (Name of Corporation)

a corporation duly organized and doing business under the laws of the State of _____
the corporation making the within and foregoing bid; that he executed said bid in behalf of said corporation by
authority of its Board of Directors; that said bid is genuine and not sham or collusive and is not made in the interests of
or on behalf of any person not herein named, and that he has not and said bidder has not directly or indirectly induced
or solicited any other person or corporation to refrain from bidding; that he has not and said bidder has not in any
manner sought by collusion to secure to himself or to said corporation an advantage over other bidders.

Subscribed and sworn to before me at _____, in said County and State,
this _____ day of _____, A.D. 20 _____,

My Commission expires _____, 20 _____ *Notary Public, _____ County, _____

FOR PARTNERSHIP

STATE OF _____

S.S.

COUNTY OF _____

_____ being duly sworn,
deposes and says that he is a member of the firm of _____, a co-partnership,
making the above bid; that he is duly authorized to make said bid on behalf of said co-partnership; that said bid is
genuine and not sham or collusive, and is not made in the interest of or on behalf of any person not therein named, and
that he has and said bidder has not directly or indirectly induced or solicited any other person or corporation to refrain
from bidding, and that he has not and said bidder has not in any manner sought by collusion to secure to himself or to
said bidder any advantage over other bidders.

Subscribed and sworn to before me at _____, in said County and State,
this _____ day of _____, A.D. 20____,

My Commission expires _____, 20____

*Notary Public, _____ County, _____

FOR AGENT

STATE OF _____

S.S.

COUNTY OF _____

_____ being duly sworn, deposes and says that he
executed the within and foregoing bid in behalf of _____,
the bidder therein named, he having been theretofore lawfully authorized, as the agent of said bidder, so to do; that
said bid is genuine and not sham or collusive and not made in the interests of or on behalf of any person not therein
named, and that he has not and said bidder has not directly or indirectly induced or solicited any bidder to put in a
sham bid; that he has not and said bidder has not directly or indirectly induced or solicited any other person or
corporation to refrain from bidding, and that he has not and said bidder has not in any manner sought by collusion to
secure to himself or to said bidder any advantage over other bidders.

Subscribed and sworn to before me at _____, in said County and State,
this _____ day of _____, A.D. 20____,

My Commission expires _____, 20____

*Notary Public, _____ County, _____

APPENDIX A

RATE SCHEDULE FOR RESTORATION

General Decision Number: MI170083 07/28/2017 MI83

Superseded General Decision Number: MI20160083

State: Michigan

Construction Type: Building

County: Genesee County in Michigan.

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

Note: Under Executive Order (EO) 13658, an hourly minimum wage of \$10.20 for calendar year 2017 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, 2015. If this contract is covered by the EO, the contractor must pay all workers in any classification listed on this wage determination at least \$10.20 (or the applicable wage rate listed on this wage determination, if it is higher) for all hours spent performing on the contract in calendar year 2017. The EO minimum wage rate will be adjusted annually. Additional information on contractor requirements and worker protections under the EO is available at www.dol.gov/whd/govcontracts.

Modification Number	Publication Date
0	01/06/2017
1	01/20/2017
2	04/21/2017
3	04/28/2017
4	07/14/2017
5	07/21/2017
6	07/28/2017

ASBE0047-002 07/01/2016

	Rates	Fringes
ASBESTOS WORKER/HEAT & FROST INSULATOR.....	\$ 30.22	16.48

BOIL0169-001 01/01/2016

	Rates	Fringes
BOILERMAKER.....	\$ 33.88	30.39

BRMI0009-014 08/01/2016

	Rates	Fringes
BRICKLAYER.....	\$ 30.60	18.96
TILE FINISHER.....	\$ 27.08	16.17
TILE SETTER.....	\$ 27.08	16.17

FOOTNOTE:

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

CARP0706-001 08/01/2016

	Rates	Fringes
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CARPENTER, Includes

Acoustical Ceiling

Installation, Drywall

Hanging, Form Work, and Metal

Stud Installation.....\$ 24.94 19.91

ELEC0948-001 05/28/2017

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

ELECTRICIAN

Excludes Low Voltage Wiring.\$ 35.40 22.18

Low Voltage Wiring.....\$ 27.36 9.10+27.2%

* ENGI0324-011 06/01/2017

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

OPERATOR: Power Equipment

GROUP 1.....\$ 37.58 23.30

GROUP 2.....\$ 34.28 23.30

GROUP 3.....\$ 31.63 23.30

GROUP 4.....\$ 29.92 23.30

GROUP 5.....\$ 29.92 23.30

GROUP 6.....\$ 24.06 23.30

GROUP 7.....\$ 21.58 23.30

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; Bulldozer; Concrete Pump; Crane; Grader/Blade; Highlift; Hoist; Loader; Roller; Scraper; Stiff Leg Derrick; Tractor; Trencher

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

GROUP 5: Boom Truck (non-swinging)

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

GROUP 7: Oiler

IRON0025-019 06/01/2015

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

IRONWORKER

REINFORCING.....	\$ 28.30	24.60
STRUCTURAL.....	\$ 33.78	27.84

LABO0334-005 06/01/2017

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

LABORER: Landscape &
Irrigation

GROUP 1.....	\$ 20.32	6.80
GROUP 2.....	\$ 18.32	6.80

CLASSIFICATIONS

GROUP 1: Landscape specialist, including air, gas and diesel equipment operator, lawn sprinkler installer, skidsteer (or equivalent)

GROUP 2: Landscape laborer: small power tool operator, material mover, truck driver and lawn sprinkler installer tender

LABO1075-002 06/01/2017

	Rates	Fringes
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LABORER

Common or General; Grade Checker; Mason Tender - Brick/Cement/Concrete, Pipelayer; Sandblaster.....	\$ 22.61	13.41
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PAIN1052-001 06/01/2016

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

PAINTER

Brush & Roler.....	\$ 24.45	11.25
Spray.....	\$ 25.80	11.25

PAIN1052-004 06/01/2016

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

DRYWALL FINISHER/TAPER

Drywall sanding.....	\$ 26.32	11.45
Hand work.....	\$ 26.72	11.45
Machine work.....	\$ 27.02	11.45

PLAS0016-005 04/01/2014

	Rates	Fringes
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CEMENT MASON/CONCRETE FINISHER...	\$ 25.58	12.88
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PLUM0370-002 06/01/2016

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

PIPEFITTER (Includes HVAC
Pipe Installation; Excludes

HVAC System Installation).....	\$ 36.11	19.65
PLUMBER, Excludes HVAC Pipe		
Installation.....	\$ 36.11	19.65

ROOF0149-005 06/01/2016

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

ROOFER.....	\$ 26.83	18.33
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SFMI0669-001 04/01/2017

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

SPRINKLER FITTER (Fire		
Sprinklers).....	\$ 34.87	15.84

SHEE0007-008 05/01/2014

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

SHEET METAL WORKER, Includes		
HVAC Duct and Unit		
Installation.....	\$ 28.51	21.34

SUMI2011-008 02/01/2011

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

IRONWORKER, ORNAMENTAL.....	\$ 18.48	7.93
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TRUCK DRIVER: Tractor Haul		
Truck.....	\$ 13.57	1.18

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

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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 www.dol.gov/whd/govcontracts.

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

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

WAGE DETERMINATION APPEALS PROCESS

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

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

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

With regard to any other matter not yet ripe for the formal process described here, initial contact should be with the Branch of Construction Wage Determinations. Write to:

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

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

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

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

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

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

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

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END OF GENERAL DECISION