

CITY OF FLINT, MICHIGAN
FINANCE DEPARTMENT
DIVISION OF PURCHASES & SUPPLIES



Sheldon A. Neeley, Mayor

CITY OF FLINT PROPOSAL NO. 20000575
SIDEWALK & STREETSCAPING IMPROVEMENTS

Date Posted: 04/19/20

CITY OF FLINT PROPOSAL NO. 20000575 SIDEWALK & STREETSCAPING IMPROVEMENTS

On Tuesday, March 10, 2020, Governor Gretchen Whitmer declared a State of Emergency after two individuals were confirmed testing presumptively positive for COVID-19. On Thursday, March 12, 2020, Mayor Sheldon A. Neeley declared a local State of Emergency to exist in the City of Flint as a result of the threat of COVID-19. On Sunday, March 15, 2020, effective March 17, 2020, Mayor Neeley, based on the COVID-19 public health threat, closed City Hall to the public. Residents were asked to take precautionary measures. On March 22, 2020, Mayor Neeley asked residents to participate in a voluntary shelter in place. On March 23, 2020, the City Council approved the continuation of the declaration of a State of Emergency.

Based on the White House guidelines issued on March 16, 2020, and continued on March 30, 2020, for an additional 30 days, it is recommended that people not gather in groups larger than 10 people in order to "flatten" the curve and slow the spread of the virus. On March 24, 2020, Governor Whitmer instituted Executive Order 2020-21, a temporary requirement to suspend activities that are not necessary to sustain or protect life, prohibiting "in-person" work with exceptions for essential and critical infrastructure workers.

**FOR THE TIME BEING,
BIDS WILL ONLY BE ACCEPTED BY MAIL**

Please note: All detailed bids received after 1:00 PM (EST) of the due date will not be considered. Bids must be in a sealed envelope clearly identifying the proposal title and number. Faxed bids are not accepted.

THIS PAGE INTENTIONALLY LEFT BLANK

CITY OF FLINT
FINANCE DEPARTMENT
DIVISION OF PURCHASES AND SUPPLIES

City Hall, 1101 S. Saginaw Street, Room #203 – Flint, Michigan 48502
(810) 766-7340 www.cityofflint.com



Sheldon Neeley
Mayor

REQUEST FOR PROPOSALS

OWNER/RETURN TO:

THE CITY OF FLINT
FINANCE DEPARTMENT – DIVISION OF PURCHASES AND SUPPLIES
1101 S. SAGINAW ST., ROOM 203, 2nd FLOOR
FLINT, MI 48502

PROPOSAL NO: 20000575

SCOPE OF WORK:

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

SIDEWALK & STREETSCAPING IMPROVEMENTS

Per the attached additional requirements.

If your firm is interested in providing the requested services, please submit one (1) original and two (2) printed copies of your detailed bid to the City of Flint, Finance Department of Purchases and Supplies, 1101 S. Saginaw St., Room 203, Flint, MI, 48502, by **May 6, 2020 at 1:00 PM (EST)**. Please note: all detailed bids received after 1:00 PM (EST) will not be considered. Bids must be in a sealed envelope clearly identifying the proposal and number. Faxed bids are not accepted.

All additional proposal documents, requirements, addendums, specifications, and plans/drawings (if utilized) are available on the Purchasing page of the City of Flint's web site at <https://www.cityofflint.com/finance/purchasing/bids-2/> under "open bids" and the specific bid or proposal number assigned to this notice.

New vendors should complete and submit a vendor application, IRS W-9 Form, and Vendor ACH Payment Authorization Form with the City of Flint. Links to these forms are available at <https://www.cityofflint.com/finance/accounts-payable-department/>. Results may be viewed next business day online at <https://www.cityofflint.com/finance/purchasing/results/> under "bid results".

Any questions regarding the proposal process may be directed to Joyce McClane in writing by no later than **4/27/20** to jmcclane@cityofflint.com.

Sincerely,

Joyce A. McClane, CPPB Purchasing Manager

INSTRUCTIONS TO VENDORS

- 1) **PRE-BID INFORMATION AND QUESTIONS:** Each bid that is timely received will be evaluated on its merit and completeness of all requested information. In preparing bids, Bidders are advised to rely only upon the contents of this Request for Proposals (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.** All questions must be submitted in writing to the Finance Department of Purchases and Supplies before any pre-bid deadline (if specified) or at least one (1) week prior to the proposal opening date indicated on the front of this document.
- 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) **PROPOSAL SUBMISSION:**
 - a) The Bidder must include the following items, or the proposal may be deemed non-responsive:
 - i) All forms contained in this RFP, fully completed.
 - b) Bids must be submitted to the Finance Department of Purchases and Supplies, City of Flint, 1101 S. Saginaw Street, Room 203, Flint, Michigan 48502 by the date and time indicated as the deadline. The Purchasing Department time stamp will determine the official receipt time. It is each Bidder's responsibility to insure that their proposal 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) Bids must be enclosed in a sealed, non-transparent 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 Contractor 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 email, 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 bid are the Bidder's sole responsibility; no pre-bid costs will be reimbursed to any Bidder. All documentation submitted with the proposal will become the property of the City of Flint.
 - h) Proposals must be held firm for a minimum of 120 days.

- 4) **EXCEPTIONS:** Bidder shall clearly identify any proposed deviations from the Terms or Scope in the Request for Proposals. Each exception must be clearly defined and referenced to the proper paragraph in this RFP. The exception shall include, at a minimum, the 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 bid, the City of Flint will assume complete conformance with this specification and the successful Bidder will be required to perform accordingly. Bids not meeting all requirements may be rejected.
- 5) **DUPLICATE BIDS:** 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:** Bids may only be withdrawn by written notice prior to the date and time set for the opening of bids. 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 bids, or to accept or reject any bid in part, and to waive any minor informality or irregularity in bids 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 pursuant to Section 18-21.5 (d) of Article IV of the "Purchasing Ordinance of the City of Flint".
- 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:** Bids 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 and/or group of items. 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 120 days from the due date of the proposal. 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 "No Bid" and are encouraged to list the reason(s) for not responding. Failure to return this form may result in removal of the Bidder's name from all future lists.
- 12) **FREEDOM OF INFORMATION ACT (FOIA) REQUIREMENTS:** Bids 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/Vendor's agreement to arbitrate shall be specifically enforceable under the prevailing law of

any court having jurisdiction to hear such matters. Contractor's/Vendor'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 their 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 that 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.
- e) This provision shall survive the expiration or termination of this Agreement in perpetuity.

- 14) **BID HOLD:** The City of Flint may hold bids for a period of one hundred twenty (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 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:** Contractors/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 bidder does not exceed the bid of the lowest non-local bidder by more than three and one-half percent (3-1/2%), then said lowest Genesee County bidder may be determined to be the lowest responsible bidder, and make the award to such Genesee County bidder accordingly, subject to the approval of the City Council. If the lowest non-local bidder does not exceed that of any Proposers/bidders by (7%) inside the City of Flint or (3-1/2%) inside the County of Genesee, then the Purchasing Director shall be allowed to request that the lowest local vendor match the price offered by the lowest non-local vendor.

- 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 by her/him/themselves or by others employed by her/him/them and working under their 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 her/his/their 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:** 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.
- 23) **NON-COLLUSION:** The Bidder acknowledges that by signing this document that she/he/they is/are duly authorized to make said offer on behalf of the company she/he/they represent(s) 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 she/he/they and said bidder have not directly induced or solicited any other person(s) or corporation to refrain from responding to this solicitation and that she/he/they and said bidder have not in any manner sought by collusion to secure to themselves 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:** Bidder 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) **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.

29) **CONTRACT DOCUMENTS:** The invitation for proposal, instructions to proposal, proposal, affidavit, addenda (if any), statement of Bidder's qualifications (when required), general conditions, special conditions, performance bond, labor and material payment bond, insurance certificates, 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.

30) **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.

31) **EFFECTIVE DATE:** Any agreement between the City and the Bidder shall be effective upon the date that it is executed by all parties hereto.

32) **FORCE MAJEURE:** Neither party shall be responsible for damages or delays caused by Force Majeure nor 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.

INDEMNIFICATION: To the fullest extent permitted by law, Bidder agrees to defend, pay on behalf of, indemnify, and hold harmless the City of Flint, its elected and appointed officials, employees and volunteers and others 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 Bidder'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 Bidder 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.

These provisions shall survive the termination or expiration of any agreement entered into as a result of this request.

- 33) **INDEPENDENT CONTRACTOR:** No provision of this contract shall be construed as creating an employer-employee relationship. It is hereby expressly understood and agreed that Bidder is an “independent contractor” as that phrase has been defined and interpreted by the courts of the State of Michigan and, as such, Bidder is not entitled to any benefits not otherwise specified herein.
- 34) **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.
- 35) **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.
- 36) **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.
- 37) **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.
- 38) **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.
- 39) **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 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.
- 40) **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.
- 41) **EVALUATION OF PROPOSAL:** In the City’s evaluation of proposals, at minimum: cost, serviceability, financial stability, and all requirements set forth in this document shall be considered as selection and award criteria unless otherwise specified.

- 42) **PREVAILING WAGE:** All work for this project, including that of any subcontractor or sub-subcontractor, must meet Davis-Bacon Act requirements and full prevailing wage. Information on Davis-Bacon reporting and requirements, including payroll reporting, can be found at:
<https://www.dol.gov/whd/govcontracts/dbra.htm>

LEAVE BLANK INTENTIONALLY

BACKGROUND AND SCOPE OF SERVICE

SIDEWALK & STREETSCAPING IMPROVEMENTS

THE FOLLOWING PAGES MUST BE COMPLETED AND INCLUDED WITH SUBMITTAL IN THE FOLLOWING ORDER.

Checklist:

- ☐ Cover Sheet
- ☐ Complete Proposal Submittal
- ☐ Qualifications
- ☐ List of References
- ☐ Certification Regarding Debarment, Suspension, and Other Responsibility Matters
- ☐ Proposed Timeline to Complete Work
- ☐ All Supporting Documentation for Proof of Eligibility and Insurance/Worker's Compensation Insurance
- ☐ City of Flint, Michigan Affidavit

Sidewalk and Streetscape Improvements

It is the intent of this Request of Bids to solicit bids for the furnishing and installation of professional sidewalk and crosswalk services and streetscaping amenities around the Martin L. King Avenue Area for the City of Flint Corridor Enhancement Program. The City of Flint's Department of Planning and Development, Planning and Zoning Division is managing this project in coordination with the Department of Public Works and Street Maintenance Division.

The Corridor Enhancement Program is an effort led by the City of Flint Planning staff to implement strategies along the Martin L. King Avenue Area with a focus to improve neighborhood centers, as defined in the City's Imagine Flint Master Plan. These strategies include improving the appearance of commercial districts, increasing pedestrian, cyclist, and motorist safety, and growing business viability. Planning staff has worked with various neighborhood groups, businesses, commercial tenants, and local stakeholders as well as the City's Department of Public Works in developing these corridor enhancement plans.

This catalytic project is composed of several initiatives, which is to provide streetscaping improvements amenities, ADA-compliant sidewalks, and crosswalks to the Martin L. King Avenue Area. Through its efforts, the City hopes to bolster economic development, increase resident-community interactions, and create safe pedestrian friendly neighborhoods in the Martin L. King Area.

The City will select one (1) licensed firm to furnish and install ADA-tactile paving, sidewalks, crosswalks and streetscaping amenities, that are approved equally to the specifications outlined in Attachment A. The City of Flint expect the installations to be completed by June 30, 2020. The City of Flint Department of Planning and Development is managing this grant in coordination with Public Works.

SCOPE OF SERVICES

The City of Flint is inviting bids from vendors to furnish and install sidewalks, ADA- tactile pavement, crosswalk and streetscaping amenities as part of the MLK Ave Corridor Enhancement Program.

Services will include the furnishing and installation of approved and equal amenities within the Martin L. King Area. The scope of work includes purchasing streetscaping amenities equal to the specifications outlined in Attachment A and installing the amenities within the MLK Business District. Installation of amenities is to take place over the summer and possibly the fall of 2020 and be completed by 6/30/20.

All bidders, prior to the award of contract must be capable of completing the work as specified and are prepared for the necessary labor, materials, and equipment to execute work to the satisfaction of the City of Flint by 6/30/20.

BID FORM

All bids shall include all of the information detailed within this RFP and found in the proposal checklist (Attachment B). Total bid prices should include the costs of the amenity, installation, labor, and all other miscellaneous costs. All amenities must be equal to the specifications outlined in Attachment A and approved as equals by the City before purchase and installation.

CONTRACT

The contract will be awarded to the most qualified bidder, determined by the criteria outlined in Attachment C. The City reserves the right to reject any and all bids and to accept the bid most advantages to them. A contract will be signed prior to the start of work and all Bid Specifications and Bid Proposal Forms will be made part of that contract.

Sidewalk and Streetscape Improvements

EXAMINATION OF PLANS, SPECIFICATIONS, AND SITES

Bidders must examine all plans and specifications. No deviation from the specifications, outlined in Attachment A, without written consent from the requesting Department Head prior to award of contract. Failure to fully examine project and work requirements will not relieve bidder from performing work as specified in this bid invitation.

INSURANCE AND WORKER'S COMPENSATION

The Contractor shall furnish proof of worker compensation insurance as well as evidence of general liability/ property damage insurance.

PURCHASING

Sidewalk and Streetscaping amenities should be purchased or provided by a reputable vendor, known for high-quality products that will last through Flint's winters for years. Amenities are required to meet the specifications outlined in Attachment A. These specifications were determined by both residents and the City. Substitutions will not be permitted unless approved by the City of Flint. Contractor must also purchase all the necessary equipment needed to install the amenities properly.

INSTALLATION

Installations of amenities will be performed to the highest industry standards. Installation of all amenities should be performed in such a way to limit tampering or unwanted removal of amenities.

INSPECTION

The City of Flint shall inspect work periodically to insure that all specifications are adhered to. In no case shall the final payment (10% of total bid) be made until the Contractor has complied with all requirements set forth and the City has made final inspection of the entire work and is satisfied that the entire work is properly and satisfactorily complete per plans, specifications, and ready for City acceptance. The City of Flint reserves the right to reject substandard work. Written notice shall serve as notification of rejection of work.

PAYMENT SCHEDULE/INVOICING

Invoices shall be provided to the City of Flint by email to their assigned City of Flint representative on a monthly basis. The City of Flint reserves the right to take up to 30 days to pay invoices, The City of Flint reserves the right to withhold payment of any invoice until any Service Complaint is successfully remedied. Invoices should be itemized by property location and broken down by purchase order number. Invoices shall include in the header: invoicing date, month services were conducted and invoice number. Failure to properly invoice the City will result in a Service Complaint.

SUBJECT TO FACT

No contract is created by this bid proposal until a written contract is approved by the City of Flint

PERFORMANCE EVALUATION

Contractor's performance will be reviewed to evaluate their performance based on standards in the RFP and contract.

Sidewalk and Streetscape Improvements

MEETING SCHEDULE/AGENDA

The successful proposer will be required to meet with the City as required by the City, to discuss and agree on operational issues including review of quality of services, scheduling, and other issues deemed necessary by the City.

COMPLETION

The purchasing and installation of all sidewalk and streetscape improvements shall be satisfactorily completed by June 30, 2020.

QUESTIONS

All questions regarding these specifications shall be directed to DeQuan Allen, Planner I, at 810-766-7426 ext. 3006 or dallen@cityofflint.com.

Sidewalk and Streetscape Improvements

ATTACHMENT A: Streetscape Amenities Specifications

The following outlines the specifications regarding the streetscaping amenities the City is requesting to be purchased and installed in the Martin L. King Avenue Area. The specifications attached describes the minimum requirements the City desires for each amenity. It may not be all inclusive of the items required to provide the product in a high-level manner as described below.

The photographs attached are samples illustrating a representative type of the style of receptacles, benches, planters, bike racks, signs, sidewalks and crosswalks the City seeks to have purchased and installed. Designs may vary.

RECEPTACLES

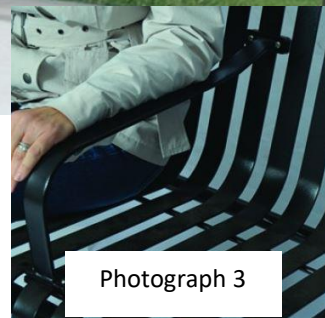
1. **Style:** Similar to that shown in Photograph 1
2. **Capacity:** 32 gallon
3. **Notes:** Must have side-opening door, rain bonnet, cable lid attachment, and inner liner
4. **Material:** Steel
5. **Finish:** Black, powder-coated, tag resistant coating
6. **Warranty:** Product shall carry a minimum of 3-year warranty. Manufacturer will send replacement or exchange parts with a maximum 2 business day delivery. Manufacturer will not charge customer up-front for exchange parts and will credit the returned faulty parts prior to invoicing. The above mentioned service will be provided for the entirety of the 3-year parts warranty.
7. **Installation:** Receptacle must be able to be secured via bottom pre-drilled bolt holes and be as resistant to tampering as possible



Photograph 1

BENCHES

1. **Style:** Similar to that shown in Photograph 2 with attachable armrest as in Photograph 3
2. **Dimensions:** 6 ft bench with 0.4" inch thickness
3. **Notes:** Attachable armrest is required
4. **Material:** Cold rolled carbon steel,
5. **Finish:** black, powder coated, tag resistant coating
6. **Warranty:** Product shall carry a minimum of 3-year warranty. Manufacturer will send replacement or exchange parts with a maximum 2 business day delivery. Manufacturer will not charge customer up-front for exchange parts and will credit the returned faulty parts prior to invoicing. The above mentioned service will be provided for the entirety of the 3-year parts warranty.
7. **Installation:** Benches should be able to be secured to the sidewalk and be as resistant to tampering as possible.



Photograph 3

SIDEWALKS AND CROSSWALKS



Photograph 4

NEIGHBORHOOD SIGNS

Photograph 5



SIGNS

PLANTERS

1. **Style:** Similar to that shown in Photograph 4
2. **Dimensions:** 30" diameter, 20" height, 2" wall thickness
3. **Material:** Polyurethane plastic with UV inhibitors
4. **Finish:** Neutral color such as dark brown, tan, sand or gray
5. **Warranty:** Product shall carry a minimum of 3-year warranty. Manufacturer will send replacement or exchange parts with a maximum 2 business day delivery. Manufacturer will not charge customer up-front for exchange parts and will credit the returned faulty parts prior to invoicing. The above mentioned service will be provided for the entirety of the 3-year parts warranty.
6. **Installation:** When filled, planters should be heavy enough that they cannot be moved easily



Photograph 4

HIGH CAPACITY BIKE RACKS

1. **Style:** Similar to that shown in Photograph 5
2. **Dimensions:** 36" height, 24" length, 2.375" OD schedule 40 steel piping
3. **Notes:** Five bike capacity
4. **Material:** 2.375" OD schedule 40 steel piping
5. **Finish:** Black, powder-coated, tag resistant coating
6. **Warranty:** Product shall carry a minimum of 3-year warranty. Manufacturer will send replacement or exchange parts with a maximum 2 business day delivery. Manufacturer will not charge customer up-front for exchange parts and will credit the returned faulty parts prior to invoicing. The above mentioned service will be provided for the entirety of the 3-year parts warranty.
7. **Installation:** Bike racks should be able to be secured to the sidewalk and be as resistant to tampering as possible.



Photograph 5

LOW CAPACITY BIKE RACKS

1. **Style:** Similar to that shown in Photograph 6
2. **Dimensions:** 36" height, 24" length, 2.375" OD schedule 40 steel piping
3. **Notes:** Two bike capacity
4. **Material:** 2.375" OD schedule 40 steel piping
5. **Finish:** black, powder-coated, tag resistant coating
6. **Warranty:** Product shall carry a minimum of 3-year warranty. Manufacturer will send replacement or exchange parts with a maximum 2 business day delivery. Manufacturer will not charge customer up-front for exchange parts and will credit the returned faulty parts prior to invoicing. The above mentioned service will be provided for the entirety of the 3-year parts warranty.
7. **Installation:** Bike racks should be able to be secured to the sidewalk and be as resistant to tampering as possible.



Photograph 6

ATTACHMENT B: Bid Checklist Neighborhood Streetscape Furnishing

The RFB submittal should follow the outline below and provide the following deliverables:

1. **Title Page**
 - A. Include the name, address, telephone, and email address for the firm/company
 - B. Proposal must be signed and dated by an authorized representative of the design firm
2. **Project Proposal**
 - A. Described the firm/company's history and experience, including size of organization, structure and areas of practice
 - B. Summarize the firm/company's projects over the past ten years
 - C. Describe how the firm/company proposes to perform the project as defined in the RFP
 - D. Provide a project timeline
3. **Project Portfolio**
 - A. Provide a portfolio of other municipal street furnishing projects completed by the firm/company
 - B. Include size, budget and contact for each project
 - C. Include relevant pictures and conceptual renderings for each project highlighted
4. **Design Budget**
 - A. A detailed, time-task project budget that includes hourly rates per staff person, shipping and installation costs
 - B. A detailed breakdown of the cost of each amenity detailed in Attachment A, as well as photos and supporting evidence proving the selected amenities meet the specifications provided
 - C. A detailed budget with a final, not to exceed, total for requested services
5. **Team Qualifications**
 - A. Provide basic qualifications of the designer's project team and technical personnel that will be assigned to work on this project, including their areas of expertise, education, special training, office location(s), and any other relevant information
 - B. Identify how much of each person's time will be spent on the project
 - C. Provide resumes of each team member to be assigned to the project
6. **References**
 - A. Provide at least three (3) references of clients for whom the designer has completed similar street furnishing projects within the past ten years, with full name, title, current address, email, phone and fax numbers

ATTACHMENT C: Evaluation Criteria
Neighborhood Streetscape Furnishing

RFP Respondent Name: _____

The consultant must have relevant expertise and experience to qualify to submit a bid proposal. The respondent's proposal will be evaluated by the City of Flint.

Qualifications Required:

Submissions deemed to be incomplete according to the checklist will be not be considered.

Evaluation Criteria:

The point system is to evaluate the experience and capacity of the Firm.

1. Pricing proposal

Lowest bid amount	70 pts.
Next lowest bid amount	65 pts.
Each additional lowest bid amount will be reduced by 10 pts.	

2. Overall experience in purchasing and installing streetscaping amenities for municipalities

Ten (10) or more years of experience doing this type of project	15 pts.
Five (5) to Nine (9) years of experience doing this type of project	10 pts.
One (1) to four (4) years of experience doing this type of project	5 pts.

3. Ability to locate streetscaping amenities that meet the specifications outlined at Attachment A

Proposal contains six (6) equal amenities which meet the specifications outlined	15 pts.
Proposal contains between five (5) and three (3) equal amenities which meet the specifications outlined	5 pts.
Proposal contains between two (2) and zero (0) equal amenities which meet the specifications outlined	1 pt.

Additional Notes:

Total Score _____

Evaluator(s): _____

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)

(Email address)

Please submit original documents plus one copy.

**Certification Regarding
Debarment, Suspension, and Other Responsibility Matters**

BID#: _____

The prospective participant certifies, to the best of its knowledge and belief, that it, its principals, and that of their subcontractor and/ or sub-subcontractors and their principals:

- 1) Are not presently or proposed to be debarred or suspended, declared ineligible, or voluntarily excluded from federal, state, or local (hereinafter "public") transactions;
- 2) Have not within a three-year period preceding this Agreement been convicted of or had a civil judgment rendered against them for
 - i. Fraud or commission of a criminal offence in connection with obtaining, attempting to obtain, or performing a public transaction or contract under a public transaction,
 - ii. Violation of federal or state antitrust laws, or
 - iii. Embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements or receiving stolen property;
- 3) Have not within the preceding three years had a public transaction terminated for cause or default; and
- 4) Are not presently indicted for or otherwise criminally or civilly charged by a public entity with commission of any of the offenses enumerated under the above.

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

Name and Title of Authorized Representative

Name of Participant Agency or Firm

Signature of Authorized Representative

Date

☐ I am unable to certify to the above statement. Attached is my explanation.

LIST OF REFERENCES: (3) SIMILAR SCOPE OF WORK FROM THE LAST 5 YEARS

Providing the following contact information enables the City of Flint to contact those accounts as references.

Reference #1:

Company/Municipality: _____

Contact Person: _____ Title: _____

Address: _____

City: _____ State: _____ Zip: _____

Telephone: _____ Fax: _____

Email: _____

Type of Project: _____

Project Timeline (Dates): _____ Budget: _____

Reference #2:

Company/Municipality: _____

Contact Person: _____ Title: _____

Address: _____

City: _____ State: _____ Zip: _____

Telephone: _____ Fax: _____

Email: _____

Type of Project: _____

Project Timeline (Dates): _____ Budget: _____

Reference #3:

Company/Municipality: _____

Contact Person: _____ Title: _____

Address: _____

City: _____ State: _____ Zip: _____

Telephone: _____ Fax: _____

Email: _____

Type of Project: _____

Project Timeline (Dates): _____ Budget: _____

CITY OF FLINT, MICHIGAN AFFIDAVIT

AFFIDAVIT FOR INDIVIDUAL

STATE OF _____

S.S.

COUNTY OF _____

_____ being duly sworn,
deposes and says that they are 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 they have not directly or indirectly induced or solicited any bidder to put in a sham bid; that they have not directly or indirectly induced or solicited any other person or corporation to refrain from bidding, and that they have not in any manner sought by collusion to secure themselves any advantage over other bidders.

Subscribed and sworn to before me at _____, in said County and State,

this _____ day of _____, A.D. 20____,

*Notary Public, _____ County, _____

My Commission expires _____, 20____

FOR CORPORATION

STATE OF _____

S.S.

COUNTY OF _____

_____ being duly sworn, deposes and says that she/he/they
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 they 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 they have not and said bidder has not directly or indirectly induced or solicited any other person or corporation to refrain from bidding; that they have not and said bidder has not in any manner sought by collusion to secure to themselves 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____,

*Notary Public, _____ County, _____

My Commission expires _____, 20____

FOR PARTNERSHIP

STATE OF _____

S.S.

COUNTY OF _____

_____ being duly sworn,
deposes and says that they are a member of the firm of _____, a co-
partnership, making the above bid; that they are 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 they have and said bidder has not directly or indirectly induced or
solicited any other person or corporation to refrain from bidding, and that they have not and said bidder has not
in any manner sought by collusion to secure to themselves 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____,

*Notary Public, _____ County, _____

My Commission expires _____, 20____

FOR AGENT

STATE OF _____

S.S.

COUNTY OF _____

_____ being duly sworn, deposes and says that they
executed the within and foregoing bid in behalf of _____,
the bidder therein named, they 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 they have not and said bidder has not directly or indirectly induced or solicited any
bidder to put in a sham bid; that they have not and said bidder has not directly or indirectly induced or solicited
any other person or corporation to refrain from bidding, and that they have not and said bidder has not in any
manner sought by collusion to secure to themselves 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____,

*Notary Public, _____ County, _____

My Commission expires _____, 20____

*NOTE: If executed outside of the State of Michigan, certificate by the Clerk of the Court of Record, authenticating
the Notary's Signature and authority should be attached.*

"General Decision Number: MI20200013 01/03/2020

Superseded General Decision Number: MI20190013

State: Michigan

Construction Type: Residential

County: Genesee County in Michigan.

RESIDENTIAL CONSTRUCTION PROJECTS (consisting of single family homes and apartments up to and including 4 stories).

Note: Under Executive Order (EO) 13658, an hourly minimum wage of \$10.80 for calendar year 2020 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 \$10.80 per hour (or the applicable wage rate listed on this wage determination, if it is higher) for all hours spent performing on the contract in calendar year 2020. If this contract is covered by the EO and a classification considered necessary for performance of work on the contract does not appear on this wage determination, the contractor must pay workers in that classification at least the wage rate determined through the conformance process set forth in 29 CFR 5.5(a)(1)(ii) (or the EO minimum wage rate, if it is higher than the conformed wage rate). The EO minimum wage rate will be adjusted annually. Please note that this EO applies to the above-mentioned types of contracts entered into by the federal government that are subject to the Davis-Bacon Act itself, but it does not apply to contracts subject only to the Davis-Bacon Related Acts, including those set forth at 29 CFR 5.1(a)(2)-(60). Additional information on contractor requirements and worker protections under the EO is available at www.dol.gov/whd/govcontracts.

Modification Number Publication Date
0 01/03/2020

CARP0706-012 06/01/2019

	Rates	Fringes
CARPENTER.....	\$ 20.41	21.54

ELEC0948-002 05/26/2019

	Rates	Fringes
ELECTRICIAN.....	\$ 28.73	9.07

ENGI0325-030 06/01/2019

	Rates	Fringes
OPERATOR: Power Equipment		
GROUP 1.....	\$ 39.58	24.35
GROUP 2.....	\$ 36.28	24.35
GROUP 3.....	\$ 33.63	24.35
GROUP 4.....	\$ 31.92	24.35

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 OPERATORS 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; Bulldozer; Crane; Grader/Blade; Loader; and Scraper

GROUP 4: Bobcat/ Skid Loader

 * IRON0025-004 06/01/2019

	Rates	Fringes
IRONWORKER, STRUCTURAL.....	\$ 36.77	29.03

 LAB00334-020 06/01/2019

	Rates	Fringes
Landscape Laborer		
GROUP 1.....	\$ 20.75	7.10
GROUP 2.....	\$ 18.75	7.10

LANDSCAPE LABORER 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

 LAB01075-001 06/01/2019

	Rates	Fringes
LABORER		
Common or General; Mason		
Tender - Cement/Concrete....	\$ 23.00	13.66

 PAIN1052-006 02/01/2013

	Rates	Fringes
PAINTER: Brush and Roller.....	\$ 22.25	11.10

 PLUM0370-001 06/01/2018

	Rates	Fringes
PIPEFITTER (HVAC Pipe Installation Only).....	\$ 26.46	20.60
PLUMBER (Excluding HVAC Pipe Installation).....	\$ 26.46	20.60

ROOF0149-019 06/01/2019		

	Rates	Fringes
ROOFER.....	\$ 27.53	17.53

SHEE0007-002 05/01/2018		

	Rates	Fringes
SHEET METAL WORKER, Includes HVAC Duct and Unit Installation.....	\$ 24.88	8.76

SUMI2010-011 09/16/2010		

	Rates	Fringes
CEMENT MASON/CONCRETE FINISHER...	\$ 19.27	5.85
LABORER: Pipelayer.....	\$ 17.99	5.46
TRUCK DRIVER: Dump Truck.....	\$ 17.00	5.71

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

=====

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.

=====
END OF GENERAL DECISION

..

