

**Department of
Public Works**

17-015

CITY OF FLINT MICHIGAN



CONTRACTS

**Zito Construction
Pavement/restoration services
in Zones 2, 4, 8, 10
\$5,344,200**

170154

(Proposal #17000561)

SUBMISSION NO.: CA373-2017

PRESENTED: 3-16-17

ADOPTED: RTAB 3-29-17

BY THE MAYOR:

RESOLUTION TO ZITO CONSTRUCTION FOR PAVEMENT RIGHT-OF-WAY RESTORATION SERVICES AFTER WATER SERVICE LINE REPAIR

RESOLUTION

The Department of Purchases & Supplies has solicited proposals for pavement/right-of-way repair/restoration services after water service line repair as requested by the Administration and the Utilities Department; and

Zito Construction, 8033 Fenton Rd., Grand Blanc, Michigan was the lowest responsive bidder for Zones 2, 4, 8 and 10 from an open solicitation for said services. Funding for said services will come from the Water Infrastructure Improvements for the Nation (WIIN) grant and a Children Health Insurance Program (CHIP) grant using the following account: 591-540.210-801.012; and

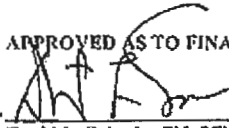
IT IS RESOLVED, that the Proper City Officials are hereby authorized to enter into a contract with Zito Construction for pavement/right-of-way repair/restoration services after water service line repair for Zones 2, 4, 8 and 10 in an amount not to exceed \$5,344,200.00. (Water Fund) Pending receipt of WIIN and/or CHIP grants

APPROVED PURCHASING DEPT.:



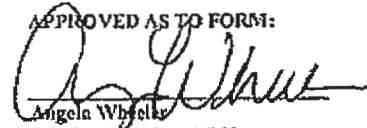
Derriek Jones, Purchasing Manager

APPROVED AS TO FINANCE:

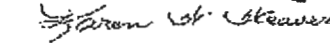


David L. Sabuda, Chief Financial Officer

APPROVED AS TO FORM:

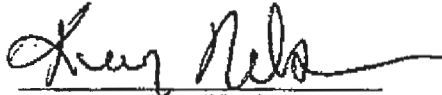


Angela Whifels
Interim Chief Legal Officer



Karen W. Weaver, Mayor

CITY COUNCIL:



Kerry Nelson, Council President

PRESENTED TO CITY COUNCIL:

3-23-2017

ADOPTED BY CITY COUNCIL:

3-23-2017

RECEIVERSHIP TRANSITION ADVISORY BOARD:

**ADOPTED BY THE RECEIVERSHIP TRANSITION ADVISORY BOARD
MARCH 29, 2017**

**Agreement between the City of Flint
And Zito Construction Co.**

This agreement (hereinafter "Agreement") is made between the City of Flint, a Michigan Municipal Corporation, 1101 S. Saginaw Street, Flint, MI 48502, (hereinafter the "City"), Zito Construction Co., 8033 Fenton Rd., Grand Blanc, MI 48439 hereinafter referred to as "Contractor" or "Proposer."

1. Applicable Law: This Agreement and all related disputes shall be governed by and interpreted in accordance with the laws of the State of Michigan, except those which would direct the application of the laws of a different jurisdiction.

2. Arbitration: Contractor agrees that for all claims, disputes, and other matters arising out of or relating to this agreement, Contractor must request the City's consent to arbitrate within 30 days from the date the Contractor knows or should have known the facts giving rise to the claim, dispute or question.

(a) Notice of a request for arbitration must be submitted in writing by certified mail or personal service upon the City Attorney.

(b) Within 60 days from the date a request for arbitration is received by the City, the City shall inform Contractor whether it agrees to arbitrate. If the City does not consent, Contractor may proceed with an action in a court of competent jurisdiction within the State of Michigan. If the City does consent, then within 30 days of the consent 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 unanimous decision of the three arbitrators shall be a final binding decision. The City's failure to respond to a timely, conforming request for arbitration is deemed consent to arbitration.

(c) 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.

(d) Contractor's failure to comply with any portion (including timeliness) of this provision shall be deemed a permanent waiver and forfeiture of the claim, dispute, or question.

(e) These provisions shall survive the termination or expiration of this agreement.

3. 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 City 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 ½ % 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 material breach of this contract.

4. Compensation: The City shall pay for such services as have been set forth herein within 30 days of submission of proper invoices, releases, affidavits, and the like. Notwithstanding, the contract price shall not to exceed \$5,344,200.00. Contractor recognizes that the City does not guarantee it will require any set amount of services. Contractor's services will be utilized as needed and as determined solely by the City of Flint. Contractor expressly acknowledges that it, without limitation, has no right to payment of an amount exceeding the amount set forth in this Section. Contractor agrees that oral agreements by City officials to pay a greater amount are not binding.

A. As directed by the City, Contractor shall submit itemized invoices for all services provided under this Agreement identifying:

- (i) The date of service
- (ii) The name of person providing the service and a general description of the service provided.
- (iii) The unit rate and the total amount due.

Invoices shall be submitted to:

City of Flint
Accounts Payable
P.O. Box 246
Flint, MI 48501-0246

It is solely within the discretion of the City as to whether Contractor has provided a proper invoice. The City may require additional information or waive requirements as it sees fit.

B. The City shall make payments to the Contractor as specified herein:

(i) As of the day agreed to each month during which satisfactory progress has been made toward the final completion of the project, the Contractor shall submit to the City an application for payment based upon the amount and value of the work which has been done under this contract during that month or since the date of the past previous estimate.

The Contractor shall submit, along with such application for payment, waiver of lien or sworn affidavits or other vouchers showing payments for materials and

labor, payments to subcontractors and such other evidence of the Contractor's right to payment application, the city will pay to the Contractor an amount of such application except that the City may deduct and retain out of any such partial payment, a sum sufficient to meet any undischarged obligations of the Contractor for labor and/or materials incorporated in the work.

(ii) Payment and retainage on the pay estimate shall be as follows:

The Contractor agrees that the partial payment request shall consist of the cost of work certified as completed to the date as estimated in the contract price subject to the decisions of:

1. Ten percent (10%) of the sum to be retained until payment of the first fifty percent (50%) of the contract work is in place, and

2. The amount of previous payments to the Contractor, and ten percent (10%) of the dollar value of work, which is certified as in place.

3. More than fifty percent (50%) in place, if the City in its sole discretion determines that the Contractor is not making satisfactory progress, or that the Contractor is not performing the contract in a satisfactory manner. The Contractor agrees that the City shall have the option to submit any dispute concerning whether the Contractor is making satisfactory progress or is not performing the contract in a satisfactory manner and is thus entitled to continue withholding ten percent (10%) as retainment to a third party. The Contractor agrees that for purposes of this section the word "unsatisfactory" shall mean that the Contractor is failing to comply with any section of this contract or with any part of the project schedule submitted by the Contractor which schedule has been approved by the City.

The City shall deposit any retained funds in an interest bearing account in the City of Flint's name, and the Contractor agrees to pay all expenses regarding the deposit, investment, and administration with the interest bearing account.

The Contractor agrees that the City shall have sole control over the interest bearing account. The Contractor agrees that the interest rate paid on a regular passbook savings account at any federally chartered financial institution shall be the proper and reasonable interest, which shall be paid on any retainment of the Contractor.

4. At any time after fifty percent (50%) of the written contract is complete, and at the request of the Contractor, the City may reduce the retainage to five percent (5%).

(iii) Withholding payments: The City, before making any payment, will require the Contractor to furnish releases or receipts from any or all persons performing work and supplying material or services to the Contractor, or any subcontractor, if this is deemed necessary to protect its interest. The City, however, may make payment in part

or in full to the Contractor without requiring the furnishing of such releases or receipts and any payments so made shall in no way impair the obligations of any surety or sureties on any bond or bonds furnished under this contract.

(iv) Payments subject to submission of certificates: Each payment to the Contractor by the City shall be made subject to the following:

1. Submission by the Contractor of all written certifications required of it and its subcontractors under general conditions, and

2. No payment made under the contract shall act as a waiver of the right of the owner to require the fulfillment of all of the terms of the contract. The City reserves the right to issue joint warrants naming the prime and subcontractors when such action is in the interest of the owner.

(v) Final payments: After the final inspection by the City of all work under the contract, the Contractor shall prepare its requisition for final payment and submit it to the City's representative for approval. The final payment shall consist of the total cost of all work, as adjusted in accordance with approved change orders, less all previous payments to the Contractor and subject to withholding of any amount due the City under "liquidated damages," if applicable less the costs of depositing, investing and administering the retained amount or any other costs associated with the interest bearing account.

(vi) The Contractor shall not withhold any retainage from payments to suppliers unless there is an executed written agreement to that effect between the Contractor and the supplier.

(vii) Progress payment shall be made in the following manner: A single check each month to Contractor.

Contract Documents: The invitation for bids, instructions to bidders, 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.

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.

Effective Date: This contract shall be effective upon the date that it is executed by all parties and presented to the City of Flint Clerk.

Certification, Licensing, Debarment, Suspension and Other Responsibilities:

Contractor warrants and certifies that Contractor and/or any of its principals are properly certified and licensed to perform the duties required by this contract in accord with laws, rules, and regulations, and is not presently debarred, suspended, proposed for debarment or declared ineligible for the award of any Federal contracts by any Federal agency. Contractor may not continue to or be compensated for any work performed during any time period where the debarment, suspension or ineligibility described above exists or may arise in the course of Contractor contractual relationship with the City. Failure to comply with this section constitutes a material breach of this Contract. Should it be determined that contractor performed work under this contract while in non-compliance with this provision, Contractor agrees to reimburse the City for any costs that the City must repay to any and all entities.

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 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.

Furnishing of Bonds - Payment/Performance/Materials/Fidelity: Contractor shall furnish to the City at his or her own cost, performance and payment bonds which shall become binding upon the awarding of the contract to Contractor.

Good Standing: Contractor must remain current and not be in default of any obligations due the City of Flint, including the payment of taxes, fines, penalties, licenses, or other monies due the City of Flint. Violations of this clause shall constitute a substantial and material breach of this contract. Such breach shall constitute good cause for the termination of this contract should the City of Flint decide to terminate on such basis.

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.

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.

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 Insureds.” 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 Insureds, and not contributing with any other insurance or similar protection available to the Additional Insureds, 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 Insureds.” 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 Insureds. 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.

Laws and Ordinances: Contractor 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 improvements.

Liquidated Damages: Liquidated damages of \$1,550.00 per day shall be assessed for each 7 days beyond the specified date of completion. The parties agree that the City's actual damages in the event of non-performance by Contractor cannot be predetermined with certainty, and that the amount of liquidated damages stated herein is reasonable, fair, and proportionate to the City's probable loss.

Modifications: Any modifications to this contract must be in writing and signed by the parties or the authorized employee, officer, board or council representative of the parties authorized to make such contractual modifications under State law and local ordinances.

No Third-Party Beneficiary: No contractor, subcontractor, mechanic, materialman, 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.

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.

Non-Discrimination: Contractor shall not discriminate against any employee or applicant for employment with respect to hiring or tenure; terms, conditions, or privileges of employment; or any matter directly or indirectly related to employment, because of race, color, creed, religion, ancestry, national origin, age, sex, height, weight, disability or other physical impairment, marital status, or status with respect to public assistance.

Notices: Notices to the City of Flint shall be deemed sufficient if in writing and mailed, postage prepaid, addressed to **Mark Adas** and **Inez Brown, City Clerk, City of Flint, 1101 S. Saginaw Street, Flint, Michigan 48502**, or to such other address as may be designated in writing by the City from time to time. Notices to Contractor shall be deemed sufficient if in writing and mailed, postage prepaid, addressed to **Zito Construction Co., 8033 Fenton Rd., Grand Blanc, MI 48439**, or to such other address as may be designated in writing by Contractor from time to time.

R-12 Prevailing Wages: Contractor is aware of City of Flint Resolution #R-12 dated April 8, 1991, which is hereby incorporated by reference, and agrees to abide by all of the applicable covenants and requirements set forth in said resolution.

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.

Scope of Services: Contractor shall provide all of the materials, labor, equipment, supplies, machinery, tools, superintendence, insurance and other accessories and services necessary to complete the project in accordance with the proposals submitted on March 2, 2017, Proposal #17-561. Contractor shall be awarded pavement/right-of-way repair/restoration services after water service line repair for Zones 2, 4, 8 and 10. Contractor will be charged accordingly to perform said service based on price submitted under "Exhibit D" of their proposal. Contractor shall perform the work in accordance with the Standard General Conditions and any Special Conditions provided for in this contract and warrants to the City that all materials and equipment furnished under this contract will be new unless otherwise specified, and that all work will be of good quality, free from faults and defects and in conformance with the contract documents. All work not conforming to these requirements, including substitutions not properly approved and authorized, may be considered defective. In addition to any other remedies the City may have, if, within one year of the date of substantial completion of work, or within one year after acceptance by the City, or within such longer period of time as may be prescribed by law, any of the work is found to be defective or not in accord with the contract documents, Contractor shall correct promptly after receipt of a written notice from the City to do so, unless the City has previously given Contractor a written acceptance of such condition.

Contractor will complete all forms that have been provided by the City and provide information as requested by the City that may be germane to this project.

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.

Standards of Performance: Contractor agrees to exercise independent judgment and to perform its duties under this contract in accordance with sound professional practices. The City is relying upon the professional reputation, experience, certification, and ability of Contractor. Contractor agrees that all of the obligations required by him under this Contract shall be performed by him or by others employed by him and working under his direction and control. The continued effectiveness of this contract during its term or any renewal term shall be contingent upon Contractor maintaining his certification in accordance with the requirements of State law.

Subcontracting: No subcontract work, if permitted by the City, 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.

Termination: In the event of a failure by either party to perform any material provision of this Contract, the other side shall give written notice of the breach along with 30 days to cure the breach. If after the 30 day period the breach has not been cured, the non-breaching party may terminate the contract. Either party may also terminate the contract if required by law to do so.


Time of Performance: Contractor's services shall commence immediately upon receipt of the notice to proceed and shall be carried out forthwith and without reasonable delay.

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 any 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.

Whole Agreement: This written agreement and the documents cited herein embody the entire agreement between the parties. Any additions, deletions or modifications hereto must be in writing and signed by both parties.

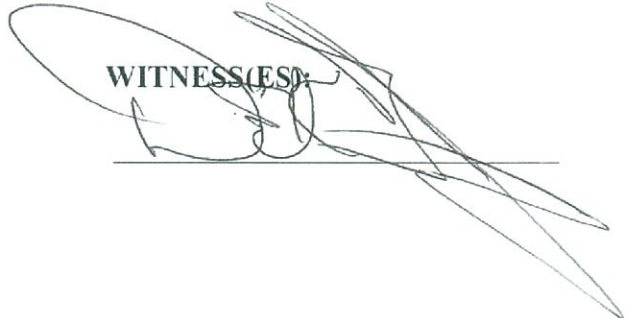
IN WITNESS WHEREOF, the parties have executed this contract this ____ day of _____, 2017

CONTRACTOR:




Zito Construction Co.
Its President

WITNESS(ES):

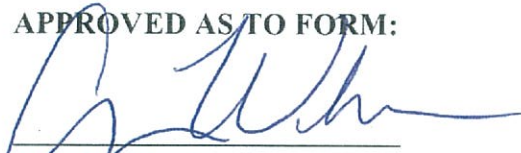


CITY OF FLINT, a Michigan Municipal Corp.:



Dr. Karen Weaver
Mayor

APPROVED AS TO FORM:



Angela Wheeler
Interim Chief Legal Officer



Dr. Karen Weaver
Mayor

CITY OF FLINT

Department of Purchases & Supplies

Derrick F. Jones
Purchasing Manager

INVITATION TO BID

OWNER:

THE CITY OF FLINT
DEPARTMENT OF PURCHASES AND SUPPLIES
1101 S. SAGINAW ST., Room 203
FLINT, MI 48502

Proposal No. 17-561

SCOPE OF WORK:

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

PAVEMENT/RIGHT-OF-WAY REPAIR/RESTORATION SERVICES AFTER WATER SERVICE LINE REPAIR

per the attached requirements.

If your firm is interested in providing the requested services, please submit 1 original, 1 copy, and 1 unbound copy of your detailed proposal to the City of Flint, Department of Purchases and Supplies, 1101 S. Saginaw St., Room 203, Flint, MI, 48502, by **Thursday, February 2, 2017 @ 3:00 PM EST**. Please note: all proposals received after 3:00 PM (EST) will not be considered. Faxed proposals into the Purchasing Department are not accepted.

A mandatory pre-proposal meeting will be held on **Monday, January 23, 2017 @ 10:00 AM (EST)** at City Hall, 1101 S. Saginaw St., Flint, MI 48502 in City Council Chambers. This will be the only venue that potential vendors will be able to have a face-to-face conversation with both the Purchasing Department and Fast Start Team. This venue will also allow vendors to ask any questions concerning this project.

A bid guaranty or a cashier's check for \$75,000 for each zone bid (\$750,000 maximum), must be submitted with the bid. Please note: cashier's check must be payable to Treasurer, City of Flint.

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.

INSTRUCTIONS TO VENDORS

- 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 proposal, 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) Proposal must be submitted to the Purchasing Department, City of Flint, 1101 S. Saginaw Street -Room 203, 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. Bids 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, 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 proposal establishes a conclusive presumption that the Bidder is thoroughly familiar with the Request for Proposal (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 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 proposal 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) Proposal 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 Proposal. 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 proposal, 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) proposal 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 proposal.
- 6) **WITHDRAWAL:** Proposals may only be withdrawn by written notice prior to the date and time set for the opening of bids. No proposal 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 proposal 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 proposal 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:** This contract will be awarded to the lowest responsive, responsible Bidder for each of ten (10) zones based on the criteria set in #44 below. A bidder may be awarded zero, one, multiple, or all zones. Therefore, award will be made to between zero and ten different vendors. 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 bids must be firm for at least 120 days from the due date of the proposal. If, for by reasons of refusal by the vendor/contractor, 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 for that zone
- 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 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 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 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:** 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 a half percent (3 ½ %), the County vendor may have a competitive advantage. City of Flint Business is defined as a sole proprietorship, partnership, limited partnership, limited liability company, or corporation whose primary place of business is located within the corporate limits of Flint, Michigan. Business must have made a personal property tax filing with a city or township treasurer within Genesee County within the last 12 months, or who has paid a real property tax assessment to a city or township treasurer within the City within the last 12 months.
- 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/her pursuant to this Agreement shall be performed by him/her or by others employed pursuant to this Agreement shall be performed by him/her 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/her 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 PA. 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. A list of possible subcontractors shall be submitted with the bid. The City reserves the right to accept or reject any subcontractor.
- 26) **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.
- 27) **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.
- 28) **PREVAILING WAGE:** The successful bidder providing any contractual labor services must comply with all state and federal requirements and pay wages and fringe benefits as governed under the Davis Bacon Act.
- 29) **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 bids, 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 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 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 Contractor's acts, omissions, faults, and negligence or that of any of his/her 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:** In the event of a failure by Contractor to perform any material provision of this Contract, the City or DEQ shall give written notice of such breach to the Contractor. The City may allow up to five (5) days (the "cure period") to correct such a breach. City may terminate this Contract after such cure period if Contractor has not adequately corrected such breach in accordance with this Contract and City so notifies Contractor in writing of such termination

action. At such time, City shall pay Contractor only all charges and fees for the services performed on or before such termination date. Thereafter, in the event such termination, City, as its sole and exclusive remedy may exercise its rights under Contractor's performance bond, and procure the services of another contractor to complete the work covered under this contract. If a cure period is allowed, it will not negate any liquidated damage charges resulting from the contractor failing to meet the completion date.

In the event of a failure by City to perform any material provision of this Contract, the Contractor shall give written notice of such breach to the City along with at least five (5) days (the "cure period") to correct such breach. Contractor may terminate this Contract after such cure period if City has not adequately corrected such breach in accordance with this Contract and Contractor so notifies City in writing of such termination action. At such time, City shall pay Contractor for all charges and fees for the services performed on or before such termination date. Thereafter, following any such termination and the final payment from the City to the Contractor, neither party shall have any further obligation under this Contract other than for claims for personal injuries or property damage as expressly provided in these terms and arising prior to such termination date.

In the event a Court of competent jurisdiction enters an order holding that this Contract is invalid, illegal, or unenforceable, then either party may terminate the Contract. At such time, City shall pay Contractor for all charges and fees for the services performed on or before such termination date. Thereafter, following any such termination and the final payment from the City to the Contractor, neither party shall have any further obligation under this Contract other than for claims for personal injuries or property damage as expressly provided in these terms and arising prior to such termination date.

- 43) **TIME PERFORMANCE:** Contractor's services shall commence after receipt of the notice to proceed and shall be carried out per the specifications of this document.
- 44) **EVALUATION OF BIDS:** In the City's evaluation of proposals, at minimum; firm's written proposal, the qualifications of the firm, the overall fee structure, feedback from references, and all requirements set forth in this document shall be considered as selection and award criteria unless otherwise as specified. The City reserves the right to enter into negotiations with the selected vendor for further clarification, even though these negotiations may result in minor changes to specifications and pricing.
- 45) **FURNISHING OF BONDS:** Contractor shall furnish to the City at his or her own cost, performance and payment bonds in the amount of the contract price insuring that it shall fulfill all of the provisions of the contract documents, shall satisfactorily complete the Work, and shall make prompt payment to all persons furnishing material or labor required in prosecution of the Work as required by law. Bonds must be issued by a surety company. Contractor's bonds shall be accompanied by powers of attorney authorizing execution of behalf of the surety and Contractor, and must be countersigned by a duly authorized Michigan agent of the surety. Selected Contractors will have the option of bonding the full amount of their award or a partial segment (zone) of their award. If Contractors elects to segment their bonding, Contractor must obtain approvals for the previous bonded work and initiate a new bond for the next segment (or zone). This process will be repeated until contract is complete. Refer to section entitled "Scope of Work" #4 for additional information. The performance and payment bond contract price shall be established as \$ (Zone Price Bid for ¼) x 60 x (# of locations – ½ or all of zone).
- 46) **AMERICAN IRON AND STEEL (AIS) REQUIREMENTS:** The Contractor acknowledges to and for the benefit of the city of Flint ("Purchaser") and the Michigan Department of Environmental Quality (the "State") that it understands the goods and services under this Agreement are being funded with monies made available by the State Revolving Fund and/or the Drinking Water Revolving Fund and such law contains provisions commonly known as "American Iron and Steel (AIS)," that requires all iron and steel products used in the project be produced in the United States ("AIS Requirements") including iron and steel provided by the Contractor pursuant to this Agreement. The Contractor

hereby represents and warrants to and for the benefit of the Purchaser and the State that (a) the Contractor has reviewed and understands the AIS Requirements, (b) all iron and steel used in the project will be and/or have been produced in the United States in a manner that complies with the AIS Requirements, unless a waiver of the requirements is approved or the State made the determination in writing that the AIS Requirements do not apply to the project, and (c) the Contractor will provide any further verified information, certification or assurance of compliance with this paragraph, or information necessary to support a waiver of the AIS requirements, as may be requested by the Purchaser. Notwithstanding any other provision of this Agreement, any failure to comply with this paragraph by the Contractor shall permit the Purchaser or State to recover as damages against the Contractor any loss, expense or cost (including without limitation attorney's fees) incurred by the Purchaser or State resulting from any such failure (including without limitation any impairment or loss of funding, whether in whole or in part, from the State or any damages owed to the State by the Purchaser). While the Contractor has no direct contractual privity with the State, as a lender to the Purchaser for the funding of its project, the Purchaser and the Contractor agree that the State is a third-party beneficiary and neither this paragraph (nor any other provision of this Agreement necessary to give this paragraph force or effect) shall be amended or waived without the prior written consent of the State.

- 47) **INSURANCE REQUIREMENTS:** 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. The Contractor shall purchase and maintain, at its sole expense and as long as it is providing services to the City, the following insurance coverage:

Commercial General Liability – Occurrence form, including coverage for bodily injury, personal injury, property damage (broad form), premises/operations, blanket contractual, and products/completed operations. Coverage shall be endorsed to include the City as an additional insured for work performed by the Contractor in accordance with the Agreement.

Minimum Limits:

- \$1,000,000 per occurrence/\$2,000,000 general aggregate
- \$2,000,000 aggregate for products and completed operations
- \$1,000,000 personal and advertising injury

Automobile – Michigan "no-fault" coverage, and residual automobile liability, comprehensive form, covering owned, hired, and non-owned automobiles. Coverage shall be endorsed to include the City as an additional insured for work performed by the Contractor in accordance with the Agreement.

Minimum Limits:

- No-fault coverages – statutory
- \$500,000 per person/\$1,000,000 per accident – bodily injury
- \$500,000 per occurrence – property damage
- A combined single limit of \$1,000,000 per occurrence

Workers' Compensation and Employer's Liability– Statutory coverage or proof acceptable to the City of approval as a self-insurer by the State of Michigan.

Minimum Limits:

- Workers' Compensation – statutory
- Employer's Liability - \$100,000 each accident/\$100,000 disease – each employee

- \$500,000 disease – policy limit

Professional Liability – Covering acts, errors or omissions of a professional nature committed or alleged to have been committed by the Contractor or any of its subcontractors. Coverage shall be effective upon the date of the Agreement and shall remain effective for a period of three (3) years after the date of final payment thereunder. Such coverage shall be endorsed to include any subcontractors hired by the Contractor.

Minimum Limits:

- \$1,000,000 per occurrence, \$1,000,000 annual aggregate

Insurance coverage shall cover all claims against the City of Flint, its officials and employees, arising out of the work performed by the Contractor or any subcontractors under the Agreement. Should any work be subcontracted, it shall be the responsibility of the Contractor to maintain Independent Contractor's Protective Liability Insurance with limits equal to those specified above for Commercial General Liability Insurance. In addition, the Contractor shall provide proof of Workers' Compensation Insurance for all subcontractors in compliance with the required statutory limits of the State of Michigan.

Said policies of insurance shall be with companies licensed to do business in the State of Michigan and in a form satisfactory to the City. All insurance companies must maintain a rating of B+, VIII or better from A.M. Best Company. Certificates of insurance with a thirty-(30) day cancellation clause shall be filed with and approved by the City at least five (5) days in advance of commencing work under the Agreement. Cancellation, material restriction, non-renewal or lapse of any of the required policies shall be grounds for immediate termination of the Agreement by the City.

The City reserves the right to request a complete certified copy of the policies for the above coverage's.

Any reduction or exhaustion in the limits of required insurance coverage shall not be deemed to limit the indemnification afforded in accordance with the Agreement or any amendments thereto.

Depending on the subject matter of the transaction, the City may require other insurance coverage in addition to the coverage's contained herein.

Proposal Submission

Proposal Release Date: Friday, January 13, 2017

Proposal Due Date: Thursday, February 2nd, 2017 by 3:00 (EST)

Submit to City: 1 printed, signed, original proposal and signed addenda,
1 copy of all submitted documents
1 unbound copy of proposal.

Send to:
City of Flint
Department of Purchases & Supplies
1101 S. Saginaw St., Rm. 203
Flint, Michigan 48502

Important Notice:

Effective immediately upon release of this request for proposal (RFP), and until notice of contract award, all official communications from proposers regarding the requirements of this RFP shall be directed to:

Phone: Derrick F. Jones @ 810 766-7340
Email: djones@cityofflint.com

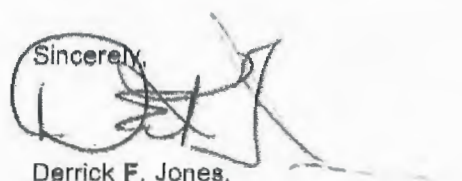
The City, or designee, shall distribute all official changes, modifications, responses to questions or notices relating to the requirements of this RFP. An addenda to this RFP may be developed and shared with all Vendors. Any other information of any kind from any other source shall not be considered official, and proposers relying on other information do so at their own risk.

Anticipated Timeline Overview

Listed below are specific and estimated dates and times of actions related to this request for proposal (RFP). The actions with specific dates must be completed as indicated unless otherwise changed. In the event that it is necessary to change any of the specific dates and times in the calendar of events listed below, an addendum to this RFP will be issued.

Milestone	Timeframe
RFP issuance and release	Friday, January 13, 2017 after 5:00 PM
RFP posted to City's website	Friday, January 13, 2017 after 5:00 PM
Submission of questions concerning RFP from potential vendors	Friday, January 20, 2017 before 5:00 PM
Place Ad in Newspaper, periodicals	Ad will run in on Sunday, January 15, 2017
Mandatory Pre-bid meeting	Monday, January 23, 2017 @ 10:00 AM
Final Deadline to submit questions concerning proposal or information discussed during the pre-bid meeting.	Tuesday, January 24, 2017 by 5:00 PM
City to issue an addendum to respond to any questions received and any outstanding issues.	No later than Friday, January 27, 2017.
Proposal Due Date	Thursday, February 2, 2017 before 3:00 PM (EST)
Review of proposals	February 2-9, 2017
Submit selected vendor(s) to City Council for review	Thursday, February 16, 2017 (Committee Meeting), Monday, February 27, 2017 (Council Meeting)
If approved by City Council, selected vendors will be presented to RTAB for review	March 8, 2017

Any written questions regarding this project shall be directed to Derrick Jones @ djones@cityofflint.com using the subject title of "RFP 17-561 - Question." Questions may be submitted before Friday, January 13, 2017 before 5:00 PM (EST), and responses will be addressed at the Pre-bid meeting that will take place on Monday, January 23, 2017. Any questions that cannot be answered during the pre-bid meeting, will be addressed in the addendum that will be issued no later than Friday, January 27, 2017.

Sincerely,

Derrick F. Jones,
Purchasing Manager
Department of Purchases & Supplies

INTRODUCTION

Information about the City of Flint

The City of Flint (the City), incorporated in 1855, is located in the eastern part of the State of Michigan. The City currently occupies a land area of 32.8 square miles and serves a population of 111,475 (2010 Census Estimate). The City is empowered to levy a property tax on both real and personal properties located within its boundaries, as well as a 1% income tax for those who live within the City limits, or .5% for those who only work within the City limits. The City does not collect a fee from its residents; however, a three percent (3%) millage is assessed on properties within the City's boundaries.

The City has operated under the strong mayor- Council form of government since November 4, 1975, when the present charter was adopted. Legislative authority is vested in a City Council consisting of nine members elected for a four-year term (no term limits), from each of the nine wards in the City. The City Council is responsible for passing ordinances, adopting the annual budget, approving resolutions, appointing committees, and other responsibilities as outlined in the City's Code of Ordinances. The Mayor is an elected official who serves as the chief executive officer of the City for a four-year term, in which he/she may be re-elected for additional terms. The Mayor may appoint a City Administrator to handle the day-to-day operations for the municipality. On November 29, 2011, the governor of Michigan appointed an emergency manager, pursuant to Public Act 4 of 2011, to handle all of the day-to-day operations for the City. Considerable progress was made in reducing the deficit, whereas by June 30, 2015 a positive fund balance was realized. As a result of many financial achievements of the City, Governor Snyder has declared that the City's financial emergency has been resolved. With oversight from a receivership transition advisory board (RTAB), City operations have returned have been partially returned to the Mayor and Charter-designated leaders.

Restoration of Water Line Replacement Project

An analysis of service lines has been performed for the City and it has been determined that there is a need to replace said service lines in different areas of the City. The focus of the replacement will be in neighborhoods with the greatest density of lead and galvanized service lines. Replacement of these service lines has been determined to be the best remedy in restoring the integrity of the drinking water system.

It is most recently estimated that there could be as many as 29,100 non-copper (partial or full) water service lines in the City of Flint. Approximately 22,500 of these could be to occupied parcels. This data will be continuously updated for later phases of service line replacement.

The City has received funding from the State and Federal Government for this project. Please note that contractors will have to comply with state and federal terms and conditions that are included in this proposal as articulated in Exhibit E. Contractors must review, comply, complete, and submit the appropriate documents that are included in this exhibit.

This RFP is for restoration services for the fourth phase of service line removal which will include the restoration of pavement cuts, sidewalks, lawn/green belts, driveway approaches, and curb and gutters to homes in which water service lines have been replaced. The goal is to have Contractors to work en masse to replace as many lead and galvanized lines, including restoration, as possible prior to the end of 2017. The City has designated the areas for service line replacement based upon a combination of the criteria discussed above – as well as census data and water sample results.

The City will continue to validate the accuracy of the City Water Department records on the composition of the residential service lines as well as gain further needed knowledge on the depth of the lines, soil composition, age of homes most likely to have a lead service line, the methods used for original line installation, the effects of the corrosivity on service lines, and to better assess the method and costs of service line replacement. Thus, successful bidders will be required to cooperate in data collection on all replacement locations.

Scope of Work

Requested Services

The City of Flint is requesting qualified contractors to submit their qualifications and pricing for the purpose of identifying contractors who will be capable of restoring areas disturbed by water service line replacement. This work may include performing pavement cut replacement, restoring curb and gutter, driveway approach, sidewalk and other right-of-way repairs (lawn/green belt restoration).

The City is currently requesting Contractors to submit proposals for the replacement of water service lines of approximately 6,000 homes under a separate request for proposal (RFP). The City has structured said proposal, whereas, Contractors may submit pricing on various areas thorough the City, which are referred to as zones. There are ten zones that contain approximately 600 homes that will require restoration services to excavating sites as the water service lines have been replaced. This work will include replacing pavement cuts in the streets within the City's right-of-way, replacing sidewalks that have been disturbed by excavation, along with driveway approaches, and curbs and gutters. The repairs must be completed as detailed in this attached specification. Contractor(s) interested in performing the right-of-way repairs will be required to provide temporary traffic control while working at each repair location. Notice of repair and submittal of temporary traffic control plan must be provided to the City of Flint Department of Public Works, Traffic Engineering Division, at least three (3) working days prior to conducting right-of-way repairs.

The City of Flint has established a standard detail for repairs within the curb line (roadway) and also for the right-of-way and under sidewalks. Contractors submitting pricing for this proposal are responsible for restoration of the top layer (or cap) as illustrated in Attachment A (refer to the label entitled "To be completed by the City"). Contractor(s) will be required to notify the City when final repairs are completed to arrange inspection of the repair. Contractor(s) will be responsible for repairing any repair location that is found not to be in compliance with federal, state, or City specifications.

1. **Requirement** - All project installation work shall be completed in conformance with the general conditions and construction specifications established by the City of Flint, Michigan Department of Transportation (MDOT) and any other provisions established herein.
2. **Subcontractors** – The Contractor shall submit a list of all subcontractors that may be used on the project to assist with project work. The City will certify that they have checked SAM.gov to ensure no contractors are on the federal debarment/suspension list. All subcontractors must be approved by the City, and the City reserves the right to accept or reject any subcontractor.
3. **Contract Time** - The Contractor shall begin work immediately after receiving the notice to proceed from the Transportation Department. Contractor will receive documents that will outline the work that needs to be done on each site. The contractor shall complete all restoration of assigned sites at an average pace of 10 locations per work day. If a contractor is awarded multiple zones, a timeline shall be maintained separately for each zone, beginning with the notice to proceed for that zone, and a pace of 10 locations per

work day shall be performed for each zone.

A work day shall be considered Monday-Friday excluding all City of Flint holidays. Work will not be allowed on Saturday or Sunday without approval from the COF Transportation Department. All Cost incurred for overtime utilized to stay on schedule will be at the contractor's expense.

Locations may be removed by the City of Flint if new information deems replacement at those addresses impossible or unnecessary.

Once the first half of a zone has been completed, the contractor may continue with the second half if a full performance bond has been posted (See "Instructions to Vendors – Item #45). If the contractor has only posted a performance bond for half of the zone work, the contractor must obtain approvals for the completed work and initiate a new bond for the second half prior to beginning work. A second notice to proceed will be issued, after receipt of the new bond, for the second half of the zone. All requirements stated above regarding the first half shall apply to the second half.

4. **Liquidated Damages** – Liquidated damages will be assessed for failure to meet the above schedule. Liquidated damages of \$1,550 will be assessed per work day (Monday-Friday) after the contract completion work days (as calculated by the number of locations divided by 10) has expired. Liquidated damages will be assessed upon completion of each half of the total zone addresses. Each half zone will be considered separately.

Time extensions will only be granted for delays not caused by the Contractor. Time extensions shall also not include standard construction delays such as utility issues, problems locating facilities, lack of coordination with residents due to the contractor, or a delay of up to an hour for City Inspection. The contractor shall maintain a log of all other delays and shall submit the list by email no later than 72 hours after the end of each work week. Upon verification and approval by the City, the time will be added as a work day extension in increments of 1/8 day. Delay shall also be divided by the total number of crews working in each zone.

5. **Resident Communication/Permission** – The City will provide a general communication piece for the residents as it relates to what the project entails, along with a copy of a consent agreement that will be executed by the home owner. It is suggested that Vendor inform residents of the work that will be performed along with a time frame in which restoration will be completed.
6. **Coordination of Work with City Representatives** – Contractor will be responsible for notifying designated individual in the Transportation Department at the City of Flint.
7. **Suspension of Operations** - The City or DEQ can suspend operation of work without cost to the City/DEQ if the Contractor has failed to correct unsafe conditions, failed to carry out provisions of the contract, conditions deemed to be in the public interest, when City has determined that additional excavations in needed prior to installation of service lines, and when quality or quantity of work being performed is not in adherence to the project specifications or schedule.
8. **Permits** – Vendor will receive a copy of the permit, via e-mail, that was issued for each site. This permit will outline the restoration that is required for said site along with dimensional information of the restoration that will need to be performed. The information that is displayed on the permit will be used as a tool to determine the cost the vendor will charge for the site.
9. **Contract Work Schedule and Project Coordination** – Vendor shall be responsible for coordinating and scheduling all project work to avoid conflicts with other construction activities occurring in and near project areas.

10. **Traffic Control** - Contractor shall be responsible for the placement, maintenance, and removal of all traffic control signs, barricades and fencing necessary to protect the public and residents from injury. No work shall be allowed after sunset without proper lighting and clothing per the current MMUTCD and MDOT Specifications for Construction. Work after sunset is at the contractor's expense and shall be completed by 8pm. Whenever small openings such as "window cuts" are made in a road pavement that must remain open to traffic during the time there is no work activity, they shall be covered with steel plates. The steel plates shall be of adequate size and thickness (minimum ¾") to support all legal axle loads and shall overlap existing pavement by at least two feet on all sides of the hole.
11. **Meetings and Documentation** – Vendor will be required to submit daily reports documenting their work at each location. Vendor will also be required to participate in pre-construction meetings as needed to ensure all parties are in agreement.
12. **Resident Courtesy** – The contractor, subcontractors, and all members of the construction crew shall continuously use all courtesies when working with the residents and their property. Such practices include, but are not limited to, using foot covers when inside the home, using electric saws, and performing dust control to minimize any air contamination. Contractors shall minimize property disturbance to the minimum necessary disturbance in order to complete the replacement work.
13. **Contaminated Soil** – If unknown areas of contaminated soils are encountered, the Contractor shall notify the DEQ and City. The Contractor shall share the plan of action for the contaminated soil area with the DEQ and City prior to implementation. Storage and disposal of contaminated soil shall be in accordance with all local, State and Federal solid and hazardous waste laws and regulations.
14. **Spills** – Contractors shall clean up all leaks and spills from containers and other items on or off site. Immediate containment shall be taken as necessary to minimize the effect of any spill or leak. The City shall notify the DEQ and City of the incident. Cleanup shall be in accordance with applicable Federal, State, and Local laws and regulations at no additional cost to the DEQ or City.
15. **Storage of Materials and Equipment** – Contractors shall make all arrangements and provisions necessary for the storage of materials and equipment. Materials and equipment shall be kept neatly and compactly stored in locations that will cause a minimum of inconveniences to other contractors, public travel, residents, tenants, occupants, and businesses. Replacement material shall be stored in a secured location.
16. **Cleanup of Soils, Waste, Rubbish, Debris, and Litter** – Contractor shall remove and dispose of any soils, waste, rubbish, debris, and litter in accordance with federal and state law and local ordinance.
17. **Safety** - Vendor(s) will furnish the City written detailed safety procedures that will be instituted to maintain selected vendor(s) and their subcontractor employee's safety on awarded job sites. The procedures should address the manner in which vendor will meet the following requirements:
 - A. Vendor will adhere to all safety procedures (or processes) that have been mandated by all applicable federal and state safety regulations, safe practice, using materials, tools and rigging of a safe character. Vendor shall strictly comply with these laws, rules, and regulations including, but not limited to, OSHA and MIOSHA requirements, including without limitation MIOSHA "Right to Know" obligations, Michigan Occupational Safety and Health Act of 1974, and shall provide documented evidence of compliance upon request.
 - B. Vendor shall provide and use all necessary guards, railings, barricades and other protective devices to permit a safe working environment for vendor's employees, other contractors in the area of work site, City employees, and the public.

- C. The employees of the vendor shall wear the appropriate safety protective gear such as safety glasses, side shields, hearing protection, and any other gear deemed required to wear within construction site.
 - D. Vendor shall comply with OSHA and MIOSHA confined space requirements and procedures.
 - E. Vendor must make the City aware of safety violations or any injuries that have occurred on job sites.
Vendors shall wear an identifiable badge at all times. Entry into houses will be limited to authorized workers whose duties are to complete inside work.
18. **Warrant** – Vendor(s) warrants the Project will be habitable and constructed in a good and workmanlike manner and free from defects in material and workmanship for a period of one year following the date of completion

QUALIFICATIONS:

Contractors must provide documentation within their proposal of having (but not limited to) the following:

- Contractors must be licensed with the City of Flint to perform sidewalk restoration
- It is preferred, but not required, that the Contractors be pre-qualified with the Michigan Department of Transportation.
- Contractors must be able to meet all the necessary requirements of the City of Flint's Risk Management Department and Licensing Division.
- Sufficient operational/maintained equipment and labor resources to complete all necessary repairs within the City of Flint during a single construction season.
- At least five (5) years of experience doing similar work for other municipalities. Please provide project references along with names of supervisors/foremen that were in responsible charge of those projects.

Project Work

Restoration of Asphalt Roadway or Driveway:

Pavement cuts are expected to be no larger than 10'x10', and vendor(s) will remove any temporary and replace in accordance with the following:

- A. A minimum of 3.5 inches compacted thickness of HMA shall be placed over compacted limestone (Previously Placed - Remove top 3.5"). The Contractor shall place MDOT mix 13A in two lifts.
- B. Installation shall conform to the current MDOT Standard Specification for Construction manual.

Restoration of Concrete or Brick Roadway or Concrete Driveway:

Vendor(s) will remove any temporary and replace in accordance with the following:

- A. A minimum of 6.0 inches of concrete shall be placed over compacted limestone (Previously Placed - Remove top 6.0"). Brick roadway areas shall be restored with concrete.
- B. Installation and material requirements shall conform to the current MDOT Standard Specification for Construction manual.

Restoration of Curb & Gutter:

Curb removals are no more than 10', and vendor(s) will remove any temporary and replace in accordance with the following:

- A. Curb & Gutter replacement shall match the existing curb & gutter profile. Reinforcement shall be used if the current curb is reinforced.
- B. Installation and material requirements shall conform to the current MDOT Standard Specification for Construction manual.

Restoration of Sidewalk:

Sidewalk removals of no more than 2 flags and will be replaced in accordance with the following:

- A. Sidewalk shall be placed 4" in thickness. Replacement shall match the existing sidewalk width.
- B. Installation and material requirements shall conform to the current MDOT Standard Specification for Construction manual.

Lawn/Greenbelt Restoration:

These type of restoration will be replaced in the following manner:

It is required that all lawn/greenbelt restoration consist of 3" of screened topsoil that is leveled and smoothed to the ground. Seed will be placed per manufacturer's recommendation.

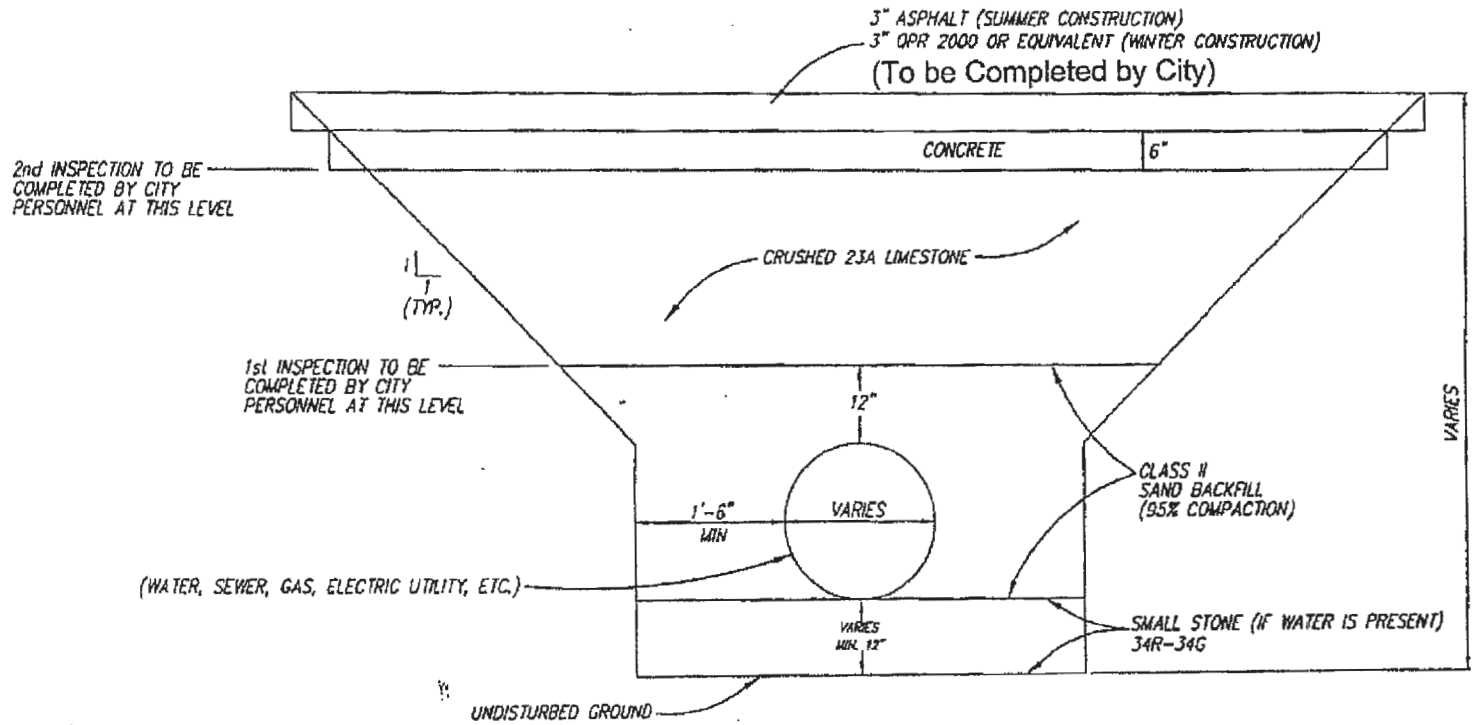
Attachment A

Drawings (2 pages)

Zone Maps (11 pages)

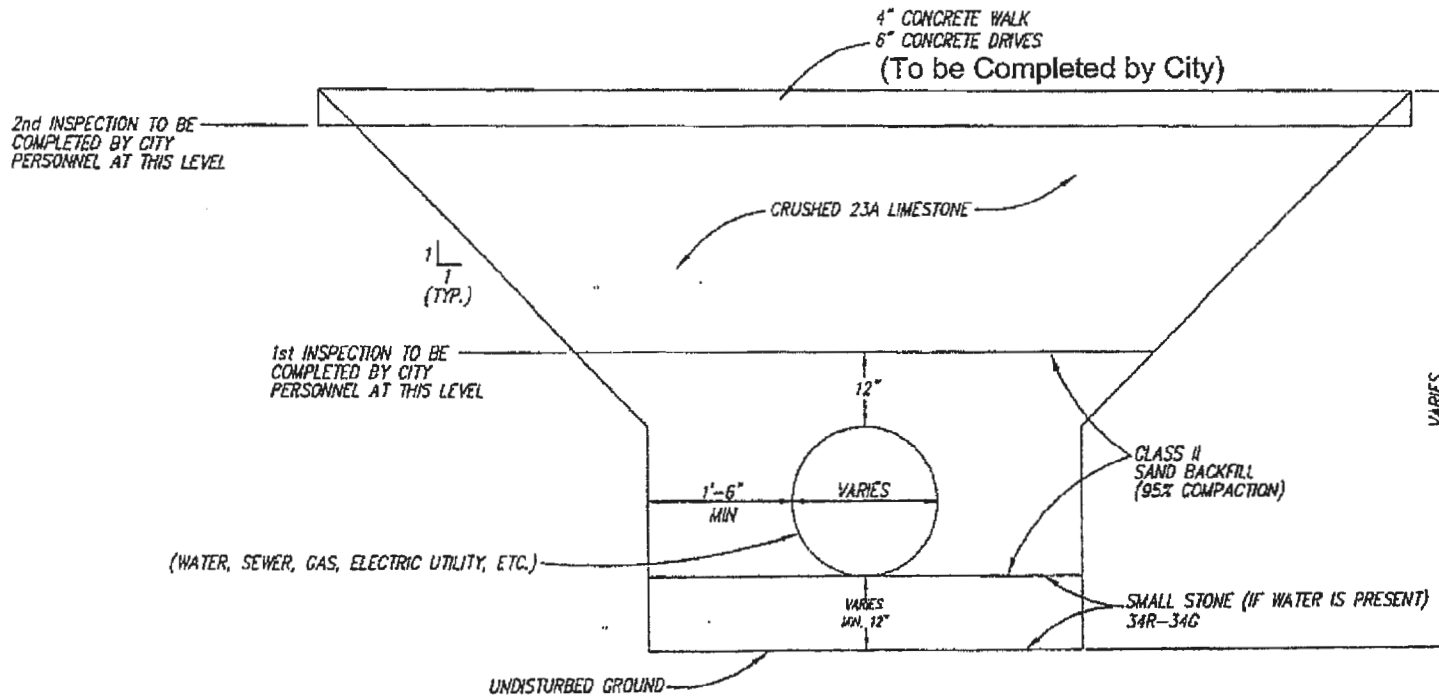
UTILITY TRENCH DETAIL

UNDER ROADWAY



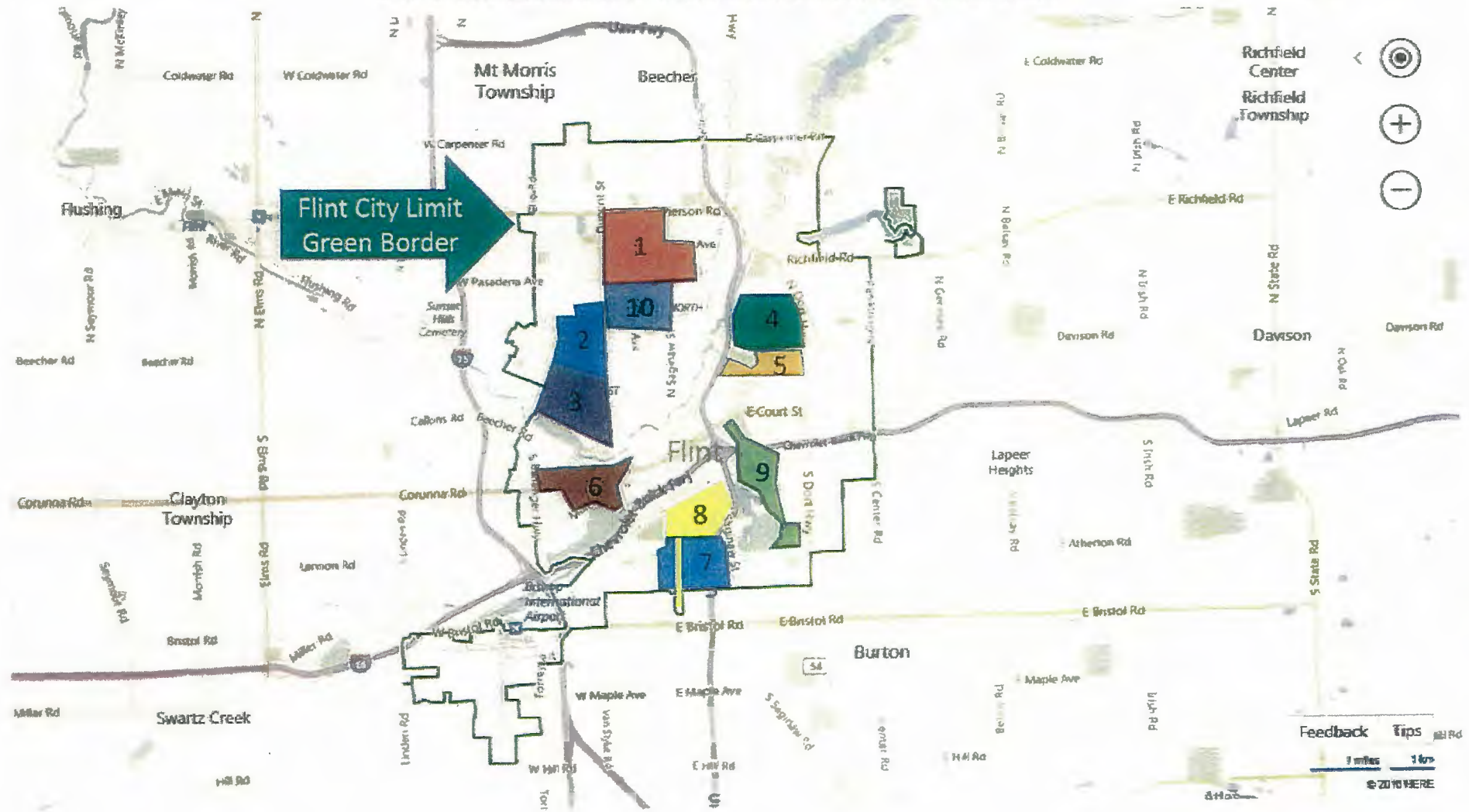
UTILITY TRENCH DETAIL

UNDER SIDEWALK



t, Michigan, United States

APPROXIMATE LOCATIONS OF ZONES

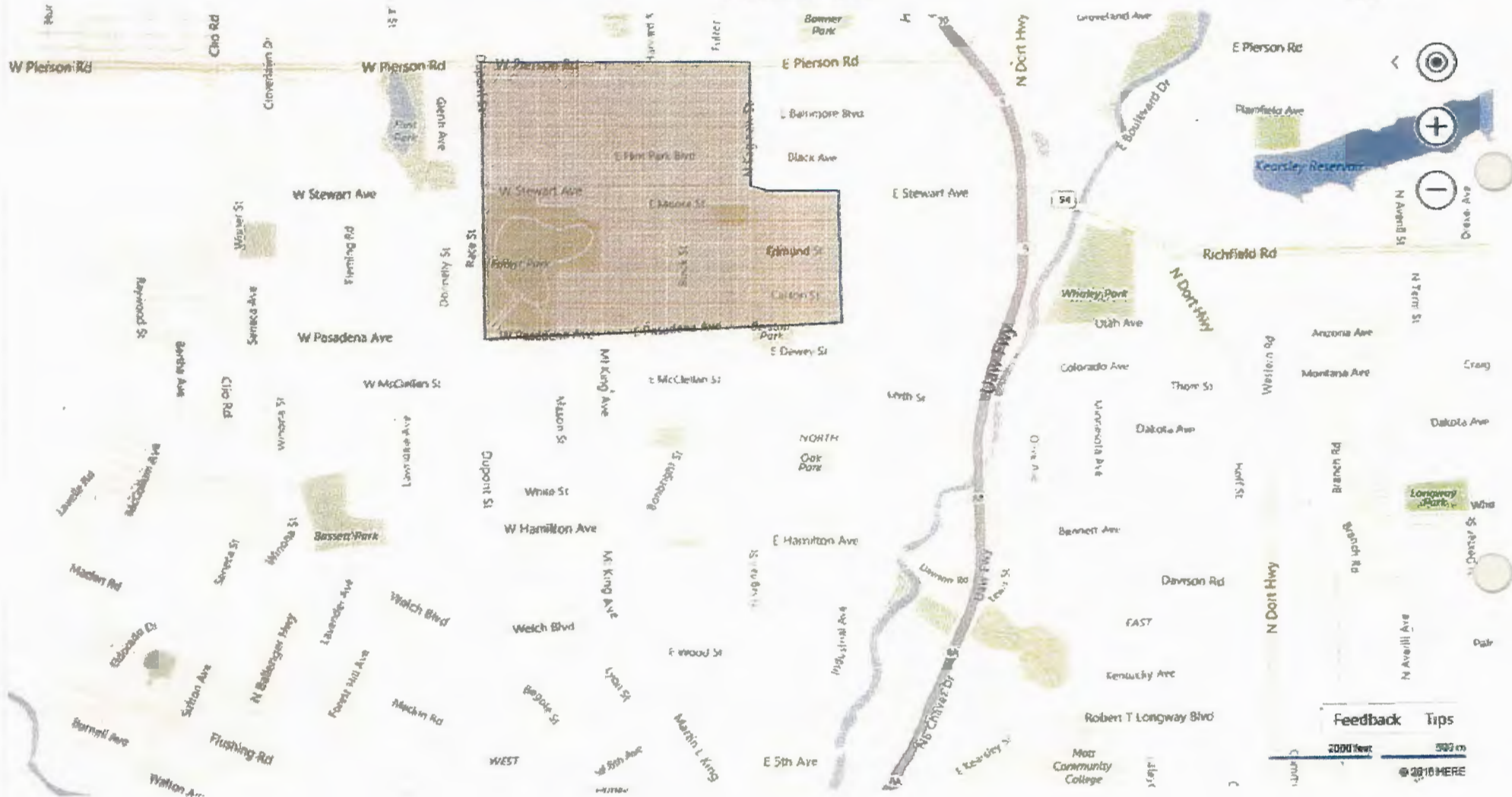


Road



Feedback Tips
1 miles 1 km
© 2010 HERE

ZONE #1



ZONE #2



Road

Map navigation controls including a compass, zoom in (+) and zoom out (-) buttons, and a location pin icon.

Feedback Tips
 1000 feet
 250 ft
 © 2010 HERE

ZONE #3



Road

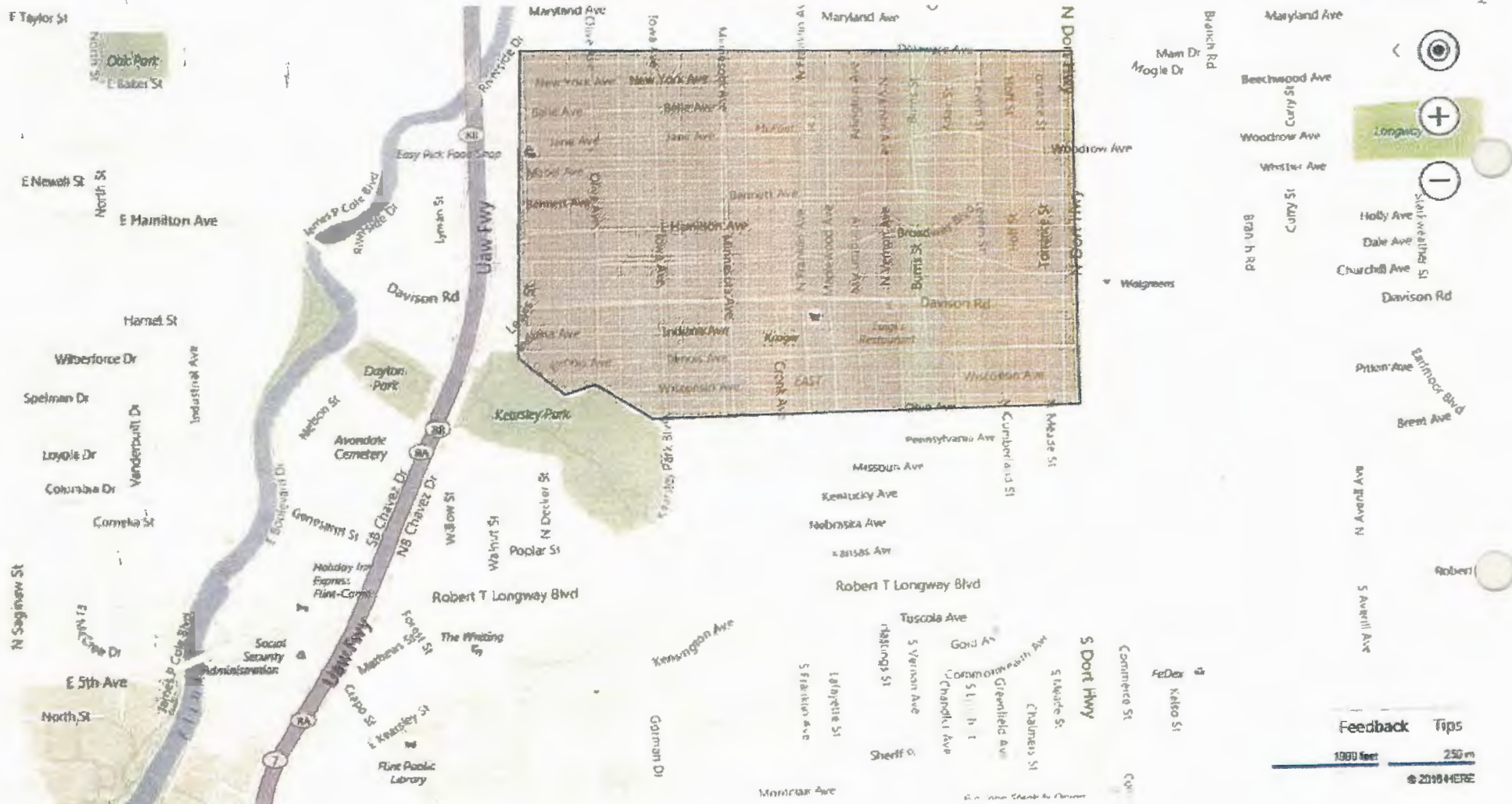


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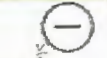
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© 2016 HERE

ZONE #4



Road



Longway
Holly Ave
Dale Ave
Churchill Ave
Davison Rd

Prison Ave
Eastfloor Blvd
Brent Ave

Bay Road N

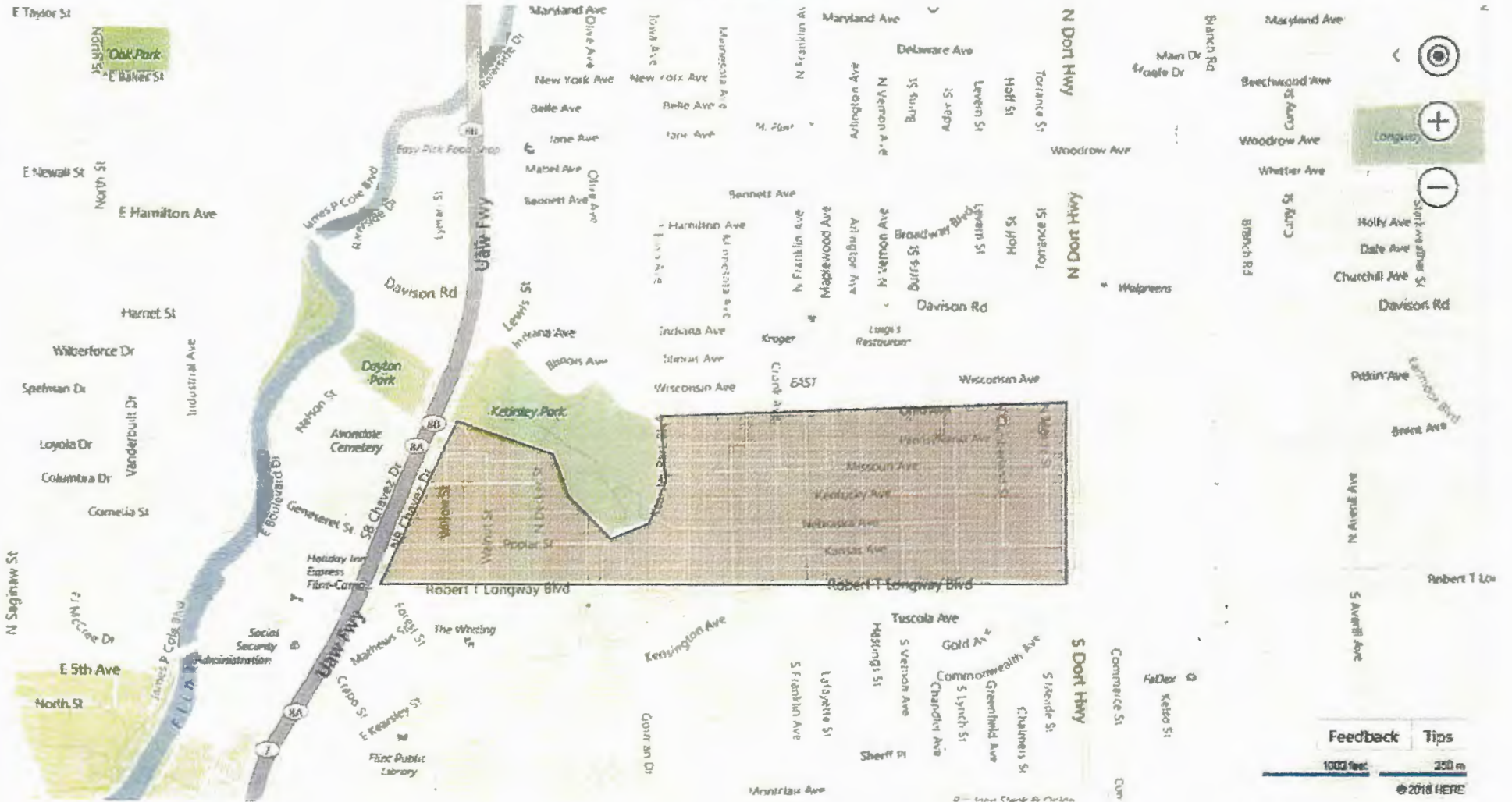
S Averill Ave

Feedback Tips

1000 feet 250 m

© 2018 HERE

ZONE #5



Road



Longway

Feedback Tips
 1000 feet 250 m
 © 2018 HERE

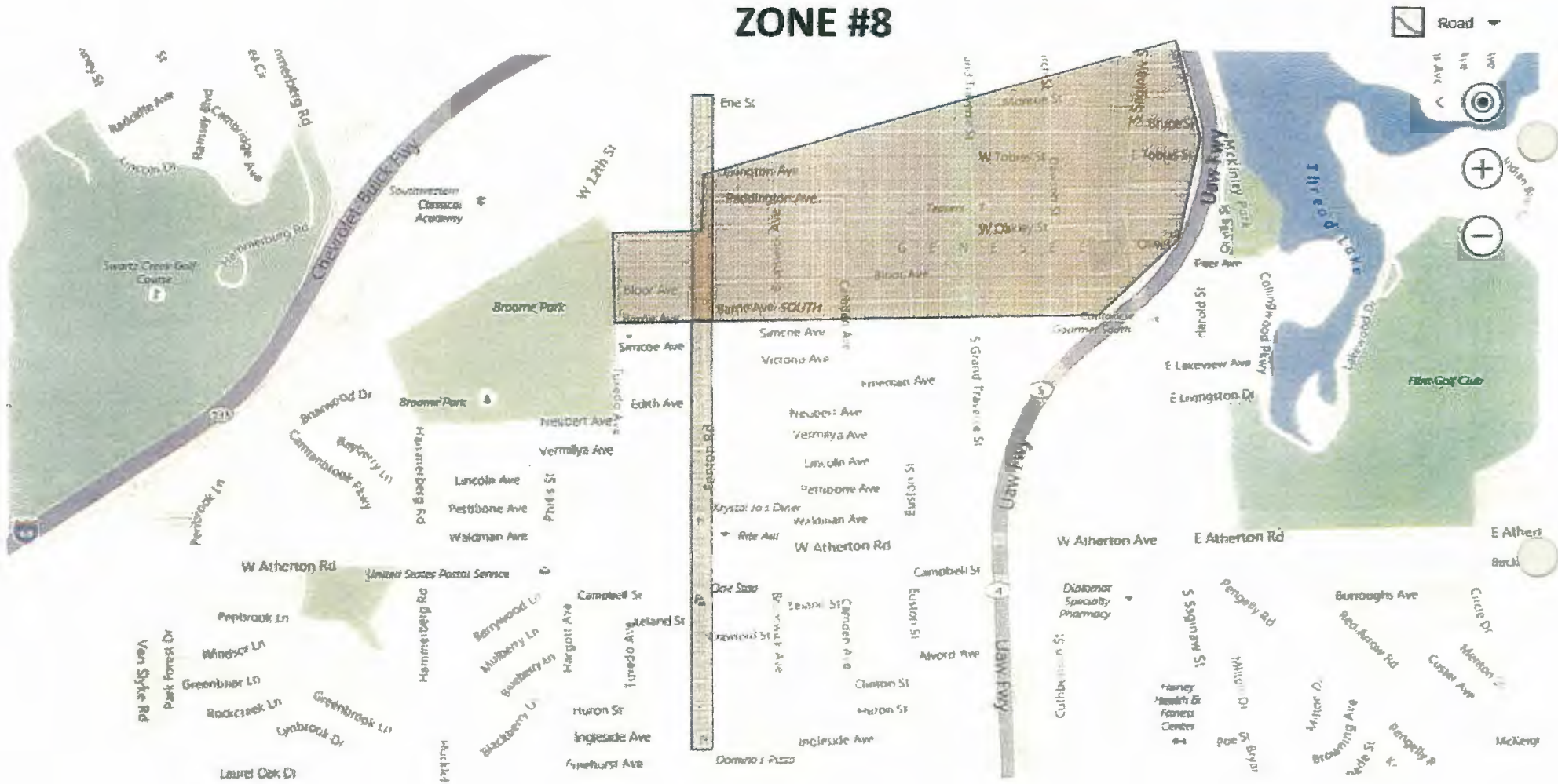
ZONE #6



ZONE #7



ZONE #8



ZONE #9

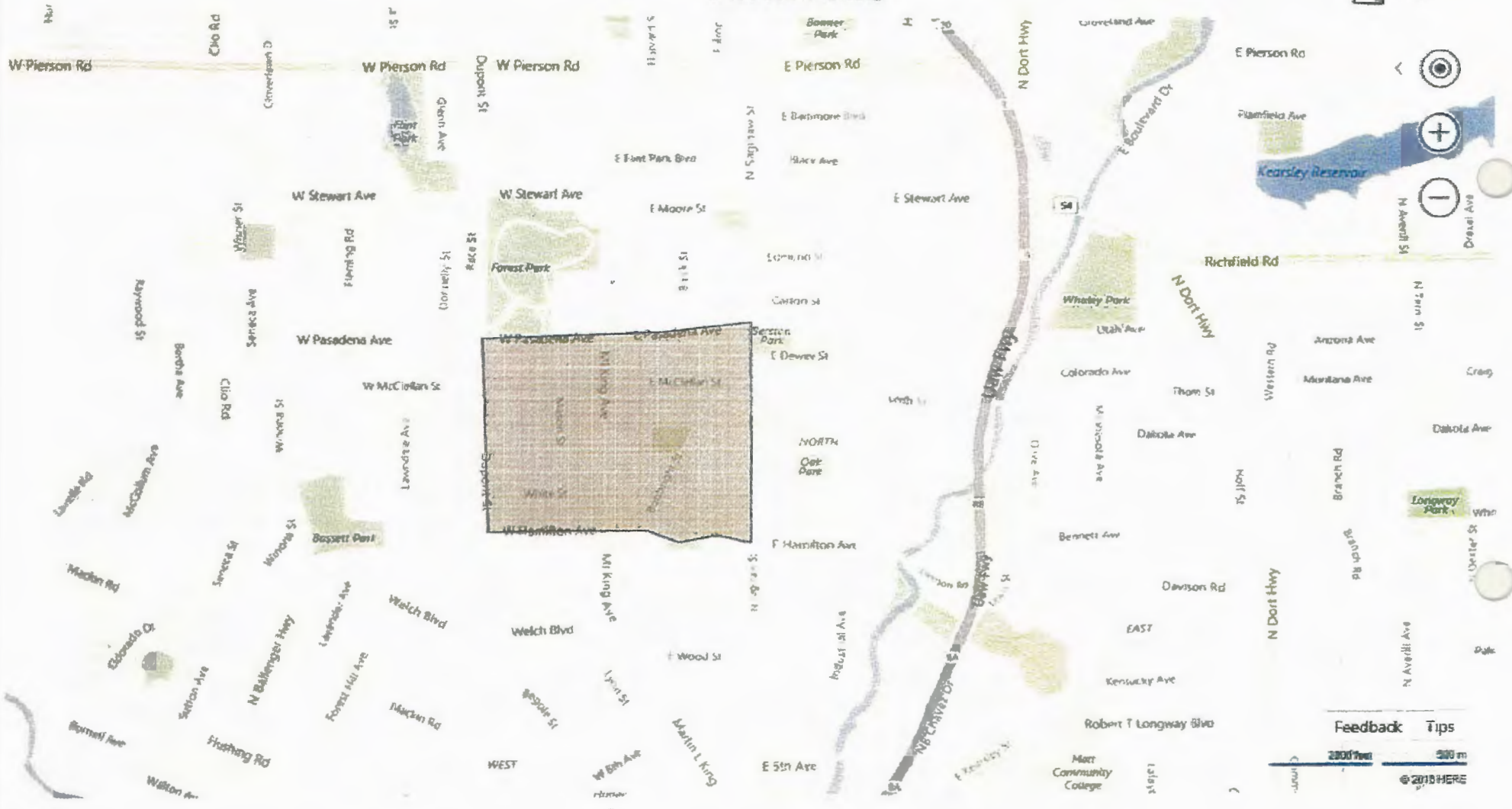


Feedback Tips

2000 feet 500 m

© 2018 HERE

ZONE #10



Road



Feedback Tips



**EXHIBIT A
CHECKLIST OF ITEMS REQUIRED FOR SUBMISSION
OF PROPOSAL 17-561**

Vendors must complete this sheet and submit with their bid, along with the following items:

- _____ Checklist form
- _____ Cost information
 - Completion of Bid Analysis forms – Exhibit D
- _____ Capacity information
 - Vendor has to provide information on their capacity to perform the work outlined in the proposal
- _____ Experience and qualifications
 - Describe experience your company has in providing similar services (include number of years).
 - Identify all subcontractors (if applicable) and provide same information as proposed vendor. Vendor is to include the name of the landfill in which waste and compost will be disposed for the period of this contract. The City may request financial information of said landfill at a later date.
 - Describe how your company meets or exceeds the minimum qualification of the services requested.
- _____ References
 - Supply at least three (3) references of municipalities (city, county, township, etc.) or communities (or developments) that are similar in size to this request. Please include customer's name, dates of contracts, summary of services provided, reference contact name, phone number, and address.
- _____ Other
 - Any information that the vendor would like to submit with their proposal
- _____ Bid bond
- _____ Completion of Collusion Form - Exhibit B
- _____ Completion of Bid Form and Affidavits – Exhibit C

- _____ Complete and submit requested information (documents) in Exhibit E (Vendor must submit DBE Utilization Good Faith Efforts Worksheet as part of bid submission. Document can be found in Exhibit E Attachment 1)

Please note: failure to submit the above items will result in a rejection of your bid.

EXHIBIT B

Non-Collusion Affidavit

State of MAICHIMAN :

s.s.

County of GENESÉE :

I state that I am PRESIDENT of ZITO CONSTRUCTION
(Title) (Name of Firm)

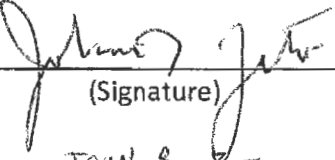
and that I am authorized to make this affidavit on behalf of my Firm, its Owner, Directors and Officers. I am the person responsible in my firm for the price(s) and the amount of the bid.

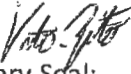
I state that:

1. The price(s) and the amounts of this bid have been arrived at independently and without consultation, communication or agreement with any other contractor, bidder or potential bidder.
2. Neither the price(s) nor the amount of the bid, and neither the approximate price(s) or the approximate amount of the bid, have been disclosed to any other firm or person who is a bidder or potential bidder, and they will not be disclosed before the bid opening.
3. No attempt has been made or will be made to induce any firm or person to refrain from bidding on this contract, or to submit a bid higher than this bid, or to submit any intentionally high or noncompetitive or other form of complementary bid.
4. The bid of my firm is made in good faith and not pursuant to any agreement or discussion with, or inducement from, any firm or person to submit a discussion with, or inducement from, any firm or person to submit a complementary or noncompetitive bid.
5. ZITO CONSTRUCTION, its affiliates, subsidiaries, officers, directors and employees are not currently under investigation by any governmental agency and have not in the last four years been convicted or found liable for any act prohibited by State or Federal law in any jurisdiction, involving conspiracy or collusion with respect to bidding on any public contract, except as follows:

I state that ZITO CONSTRUCTION understands and
(Name of my Firm)

Acknowledges that the above representations are material and important, and will be relied on by the City of Flint in awarding the contract(s) for which this bid is submitted. I understand and my firm understands that misstatement in this affidavit is and shall be treated as fraudulent concealment from the City of Flint of the true facts relating to the submission of bids for this contract.


(Signature)
JOHN B. ZITO
(Printed Name)
PRESIDENT
(Position/Job Title)


Notary Seal:

NOTARY PUBLIC
My Comm. Expires
Acting Notary
GENESEE
2021

EXHIBIT C

BID FORM

Replacement of Lead Service Lines

ARTICLE 1 – BID RECIPIENT

1.1 This Bid is submitted to:

City of Flint

1011 S. Saginaw St.

Flint, MI 48502

1.2 The undersigned Bidder proposes and agrees, if this Bid is accepted, to enter into an Agreement with Owner in the form included in the Bidding Documents to perform all Work as specified or indicated in the Bidding Documents for the prices and within the times indicated in this Bid and in accordance with the other terms and conditions of the Bidding Documents.

ARTICLE 2 – BIDDER’S ACKNOWLEDGEMENTS

2.1 Bidder accepts all of the terms and conditions of the Instructions to Bidders, including without limitation those dealing with the disposition of Bid security. This Bid will remain subject to acceptance for 120 days after the Bid opening, or for such longer period of time that Bidder may agree to in writing upon request of Owner.

ARTICLE 3 – BIDDER’S REPRESENTATIONS

3.1 In submitting this Bid, Bidder represents that:

A. Bidder has examined and carefully studied the Bidding Documents, and any data and reference items identified in the Bidding Documents, and hereby acknowledges receipt of the following Addenda:

<u>Addendum No.</u>	<u>Addendum Date</u>
<u>1</u>	<u>1-31-17</u>
<u>2</u>	<u>1-31-17</u>
<u>3</u>	<u>2-1-17</u>

B. Bidder has visited the area, conducted a thorough, alert visual examination of the complete areas, and become familiar with and satisfied itself as to the general, local, and area conditions that may affect cost, progress, and performance of the Work.

C. Bidder is familiar with and has satisfied itself as to all Laws and Regulations that may affect cost, progress, and performance of the Work.

D. Bidder has considered the information known to Bidder itself; information commonly known to contractors doing business in the locality of the Site; information and observations obtained from visits to the Site; the Bidding Documents; and any

Site-related reports and drawings identified in the Bidding Documents, with respect to the effect of such information, observations, and documents on (1) the cost, progress, and performance of the Work; (2) the means, methods, techniques, sequences, and procedures to be employed by Bidder; and (3) Bidder's safety precautions and programs.

- E. Bidder agrees, based on the information and observations referred to in the preceding paragraph, that no further examinations, investigations, explorations, tests, studies, or data are necessary for the determination of this Bid for performance of the Work at the price bid and within the times required, and in accordance with the other terms and conditions of the Bidding Documents.
- F. Bidder is aware of the general nature of work to be performed by Owner and others at the Site that relates to the Work as indicated in the Documents.
- G. The Bidding Documents are generally sufficient to indicate and convey understanding of all terms and conditions for the performance and furnishing of the Work.
- H. The submission of this Bid constitutes an incontrovertible representation by Bidder that Bidder has complied with every requirement of this Article, and that without exception the Bid and all prices in the Bid are premised upon performing and furnishing the Work required by the Bidding Documents.

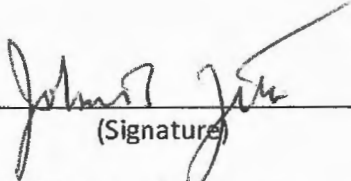
ARTICLE 4 – BIDDER'S CERTIFICATION

4.1 Bidder certifies that:

- A. This Bid is genuine and not made in the interest of or on behalf of any undisclosed individual or entity and is not submitted in conformity with any collusive agreement or rules of any group, association, organization, or corporation;
- B. Bidder has not directly or indirectly induced or solicited any other Bidder to submit a false or sham Bid;
- C. Bidder has not solicited or induced any individual or entity to refrain from bidding; and
- D. Bidder has not engaged in corrupt, fraudulent, collusive, or coercive practices in competing for the Contract. For the purposes of this Paragraph 4.01.D:
 - 1. "corrupt practice" means the offering, giving, receiving, or soliciting of anything of value likely to influence the action of a public official in the bidding process;
 - 2. "fraudulent practice" means an intentional misrepresentation of facts made (a) to influence the bidding process to the detriment of Owner, (b) to establish bid prices at artificial non-competitive levels, or (c) to deprive Owner of the benefits of free and open competition;
 - 3. "collusive practice" means a scheme or arrangement between two or more Bidders, with or without the knowledge of Owner, a purpose of which is to establish bid prices at artificial, non-competitive levels; and
 - 4. "coercive practice" means harming or threatening to harm, directly or indirectly, persons or their property to influence their participation in the bidding process or affect the execution of the Contract.

I state that ZITO CONSTRUCTION understands and
(Name of my Firm)

Acknowledges that the above representations are material and important, and will be relied on by the City of Flint in awarding the contract(s) for which this bid is submitted. I understand and my firm understands that misstatement in this affidavit is and shall be treated as fraudulent concealment from the City of Flint of the true facts relating to the submission of bids for this contract.



(Signature)

JOHN B. ZITO

(Printed Name)

PRESIDENT

(Position/Job Title)

Exhibit D - Bid Analysis Form (Vendor must complete this form and submit with other requested documents)

Description	Price per Unit
Restore Asphalt Roadway or Driveway	\$ /per Syd
Pavement cuts are expected to be no larger than 10'x10', and vendor(s) will remove any temporary and replace in accordance with the following: A. A minimum of 3.5 inches compacted thickness of HMA shall be placed over compacted limestone (Previously Placed - Remove top 3.5"). The Contractor shall place MDOT mix 13A in two lifts. B. Installation shall conform to the current MDOT Standard Specification for Construction manual.	

Description	Price per Unit
Restore Concrete or Brick Roadway or Concrete Driveway	\$ /per Syd
Vendor(s) will remove any temporary and replace in accordance with the following: A. A minimum of 6.0 inches of concrete shall be placed over compacted limestone (Previously Placed - Remove top 6.0"). Brick roadway areas shall be restored with concrete. B. Installation and material requirements shall conform to the current MDOT Standard Specification for Construction manual.	

Description	Price per Unit
Restore Curb & Gutter	\$ /per Lft
Curb removals are no more than 10', and vendor(s) will remove any temporary and replace in accordance with the following: A. Curb & Gutter replacement shall match the existing curb & gutter profile. Reinforcement shall be used if the current curb is reinforced. B. Installation and material requirements shall conform to the current MDOT Standard Specification for Construction manual.	

Description	Price per Unit
Restore Sidewalk	\$ /per Sft
Sidewalk removals of no more than 2 flags and will be replaced in accordance with the following: A. Sidewalk shall be placed 4" in thickness. Replacement shall match the existing sidewalk width. B. Installation and material requirements shall conform to the current MDOT Standard Specification for Construction manual.	

Description	Price per Unit
Restoration of Lawn/Greenbelt	\$ /per Sft
These type of restoration will be replaced in the following manner: It is required that all lawn/greenbelt restoration consist of 3" of screened topsoil that is leveled and smoothed to the ground. Seed will be placed per manufacturer's recommendation.	

Are you submitting pricing for all zones? <input type="checkbox"/> Yes <input type="checkbox"/> No	If no, please circle the zone(s) in which pricing is being submit: 1 2 3 4 5 6 7 8 9 10
--	--

You may be awarded none, some, or all of the zones that you bid above. If you are awarded multiple zones, what is the maximum number of zones that you are willing to accept and capable of completing in conformance with the requirements of this document?	_____ ZONES
---	-------------

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 offer submitted to the City of Flint is accurate and complete, and that I am duly authorized to submit same. I hereby certify that the Respondent has reviewed all documents and requirements included in this offer and accept its terms and conditions.

Fed. ID #: 38-2047155

COMPANY NAME (Respondent): ZITO CONSTRUCTION CO.

ADDRESS : 3033 FENTON RD

CITY/STATE/ZIP : GRAND BLANC, MI 48439

PHONE : 810-695-9025 FAX: 810-695-4996

E-MAIL : MAILBOX@ZITOCONSTRUCTION.COM

PRINT NAME and Title : JOHN B. ZITO - PRESIDENT
(Authorized Representative)

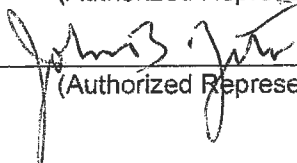
SIGNED : 
(Authorized Representative)

EXHIBIT E

VENDORS MUST READ AND COMPLETE THE DOCUMENTS IN THIS SECTION. DOCUMENTS THAT ARE COMPLETED MUST BE INCLUDED WITH SUBMISSION.

Revised 1/31/2017

Exhibit D - Bid Analysis Form (Vendor must complete this form and submit with other requested documents)

Description	Price per Unit
Restore Asphalt Roadway or Driveway	\$ <u>125.00</u> /per Syd
Pavement cuts are expected to be no larger than 10'x10' and vendor will remove any temporary backfill and replace in accordance with the following (any exceptions must get approval from Street Maintenance representative): A. A minimum of 3.5 inches compacted thickness of HMA shall be placed over compacted limestone (Previously Placed - Remove top 3.5"). The Contractor shall place MDOT mix 13A in two lifts. B. Installation shall conform to the current MDOT Standard Specification for Construction manual.	

Description	Price per Unit
Restore Concrete or Brick Roadway or Concrete Driveway	\$ <u>150.00</u> /per Syd
Vendor will remove any temporary and replace in accordance with the following: A. A minimum of 6.0 inches of concrete shall be placed over compacted limestone (Previously Placed - Remove top 6.0"). Brick roadway areas shall be restored with concrete, unless specified by City representative: B. Installation and material requirements shall conform to the current MDOT Standard Specification for Construction manual.	

Description	Price per Unit
Restore Curb & Gutter	\$ <u>55.00</u> /per Lft
Curb removals are no more than 10", and vendor will remove any temporary and replace in accordance with the following (any exceptions must get approval from Street Maintenance representative): A. Curb & Gutter replacement shall match the existing curb & gutter profile. Reinforcement shall be used if the current curb is reinforced. B. Installation and material requirements shall conform to the current MDOT Standard Specification for Construction manual.	

Description	Price per Unit
Restore Sidewalk	\$ <u>15.00</u> /per Sft
Sidewalk removals of no more than 2 flags will be replaced in accordance with the following (any exceptions must get approval from Street Maintenance representative): A. Sidewalk shall be placed 4" in thickness. Replacement shall match the existing sidewalk width. B. Installation and material requirements shall conform to the current MDOT Standard Specification for Construction manual.	

Description	Price per Unit
Restoration of Lawn/Greenbelt	\$ <u>0.70</u> /per Sft
These type of restoration will be replaced in the following manner: A. It is required that all lawn/greenbelt restoration consist of 3" of clean screened topsoil that is leveled and smoothed to the ground. B. "Contractor's mix" seed will be placed per manufacturer's recommendation, and mulch equates to one bale of hay or straw for every 1000 feet of seeded area.	

Are you submitting pricing for all zones? <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	If no, please circle the zone(s) in which pricing is being submitted: 1 2 3 4 5 6 7 8 9 10
---	---

You may be awarded none, some, or all of the zones that you bid above. If you are awarded multiple zones, what is the maximum number of zones that you are willing to accept and capable of completing in conformance with the requirements of this document?	<u>10</u> ZONES
---	-----------------

**Michigan Department of Environmental Quality
Office of Drinking Water and Municipal Assistance– Revolving Loan Section
Disadvantaged Business Enterprise (DBE) Utilization
State Revolving Fund/Drinking Water Revolving Fund
GOOD FAITH EFFORTS WORKSHEET**

Bidder: Zito Construction Co.

Subcontract Area of Work (one per worksheet): Restoration of Lawn/Greenbelt

Outreach Goal: Solicit a minimum of three (3) DBEs via email/letter/fax. It is recommended that various sources be used to locate the minimum number of DBEs. The Michigan Department of Transportation (MDOT) website and www.sam.gov registries may be two resources used to find a minimum of three DBEs.

List the DBEs contacted for the above area of work and complete the following information for each DBE.

Company Name	Type of Contact	Date of Contact	Price Quote Received	Accepted/ Rejected	Please Explain if Rejected
Diane Dukes, Inc	Fax	02/27/17	No	<input type="checkbox"/> A <input type="checkbox"/> R	
Jonny Heinz Landscaping, LLC	Fax	02/27/17	No	<input type="checkbox"/> A <input type="checkbox"/> R	
Marlette Excavating Company	Fax	02/27/17	No	<input type="checkbox"/> A <input type="checkbox"/> R	
McKerchie Enterprises, Inc.	Fax	02/27/17	No	<input type="checkbox"/> A <input type="checkbox"/> R	
Michigan Highway Contracting, Inc.	Fax	02/27/17	No	<input type="checkbox"/> A <input type="checkbox"/> R	
				<input type="checkbox"/> A <input type="checkbox"/> R	

Explanation for Not Achieving a Minimum of Three Contacts; you may include a printout of the MDOT and www.sam.gov search results (attach extra sheets if necessary):

MITA DBE Posting Date (if applicable): 01/27/17
(attach a copy of the DBE advertisement)

Other Efforts (attach extra sheets if necessary):

Please include the completed worksheet and supporting documentation with the bid proposal.

Rev.3-2015

Rick Snyder, Governor



Dan Wyant, Director

Melissa

From: MITA <donotreply@mitadbe.com>
Sent: Friday, January 27, 2017 10:05 AM
To: mricketts@zitoconstruction.com
Cc: marymoody@mi-ita.com; e-bulletin@mi-ita.com
Subject: MITA DBE - Invoice - DBE

MITA DBE

Invoice for Advertisement

Invoice number: 1000-2934
Posted on: Jan 27, 2017 10:04 AM
Advertisement fee: \$0

Please remit payment to:

MITA
2937 Atrium Drive
P.O. Box 1640
Okemos, MI 48864

Advertisement submitted by:

Zito Construction Co.
Zito Construction Co.
8033 Fenton Road
Grand Blanc, MI 48439
810-695-9025

Project: PAVEMENT/RIGHT-OF-WAY REPAIR/RESTORATION SERVICES AFTER WATER SERVICE
LINE REPAIR, Proposal No. 17-561

Owner: THE CITY OF FLINT DEPARTMENT OF PURCHASES AND SUPPLIES

Open date: 2/2/2017

Highlights:

This work will include replacing pavement cuts in the streets within the City's right-of-way, replacing sidewalks that have been disturbed by excavation, along with driveway approaches, and curbs and gutters. The repairs must be completed as detailed in this attached specification.

To view your advertisement, follow this link:

<http://www.mitadbe.com/ad/2934>

The advertisement was sent to the following addresses:

Carlette Construction & Consulting, Inc. (2ew@sbcglobal.net) Sommerset Paving Cos., LLC
(admin@getpaving.com) Majestic Contractors LLC (antoniob@majesticcontractors.com)
Sanchez Construction (bartporter@acd.net) INLAND SEAS ENG. (blw@inlandseas.com) Inland Seas
Engineering (blw@inlandseaseng.com) Summit Landscape Management, Inc.
(brian@summitlandscapeinc.com) OEMC Rentals (cbrooks@oemcrentals) BMJ Engineers & Surveyors, Inc.
(cfagan@bmjinc.com) BMJ Engineers & Surveyors, Inc. (chunter@bmjinc.com) lockett enterprises
(coreylockett@lockettenterprises.com)
Rock -N- Rubble Trucking, Inc. (craig@rocknrubble.net) Interstate Sealant & Concrete, Inc.
(csment@interstatesealant.com) Marlette Excavating Company (csulaty101@hotmail.com) Diane Dukes,

Melissa

From: Melissa <mricketts@zitoconstruction.com>
Sent: Friday, January 27, 2017 4:13 PM
To: 'okeefefred@gmail.com'
Subject: Pavement/Right-Of-Way Repairs/Restoration Services After Water Service Line Repair, Proposal No. 17-561
Attachments: DBE Quote Solicitation F&M 02-02-17.pdf

Hello,

Please see the attachment regarding the Pavement/Right-Of-Way Repairs/Restoration Services After Water Service Line Repair, Proposal No. 17-561.

Thank you,

Melissa Ricketts

Zito Construction Co

8033 Fenton Road
Grand Blanc, MI 48439-8998
Phone: 810-695-9025
Fax: 810-695-4996
Email: mricketts@zitoconstruction.com



8033 FENTON ROAD
GRAND BLANC, MI 48439-8998

Phone 810-695-9025

Fax 810-695-4996

QUOTE SOLICITATION

DATE: January 27, 2017

COMPANY: F and M Concrete Construction LLC

ATTENTION: Fred O'Keefe

EMAIL.: okeefefred@gmail.com

PROJECT:

BID DATE	ITEM	DESCRIPTION
02/02/17 3:00PM		City of Flint, Genesee County. Pavement/Right-Of-Way Repairs/Restoration Services After Water Service Line Repair, Proposal No. 17-561. Plans available at Zito Construction's office or you can download them from the City of Flint's Purchasing web site at https://www.cityofflint.com/finance/purchasing/bids-2/ .

REQUEST:

- Asphalt Roadway/Driveway
- Concrete: Roadway, Driveway, Sidewalk, Curb & Gutter
- Restoration of Lawn/Greenbelt

Please respond by fax to 810-695-4996 or by email to mailbox@zitoconstruction.com.

Please call with questions. Thank you for your time and consideration.

FROM: Ross Pennala

An Equal Opportunity Employer

*** TX REPORT ***

TRANSMISSION OK

TX/RX NO 4957
DESTINATION TEL # 19897534711
DESTINATION ID
ST. TIME 01/27 15:35
TIME USE 00'19
PAGES SENT 1
RESULT OK



8033 FENTON ROAD
GRAND BLANC, MI 48439-8998

Phone 810-695-9025
Fax 810-695-4996

QUOTE SOLICITATION

DATE: January 27, 2017

COMPANY: Lois Kay Contracting Company

ATTENTION: Lois Kreager

FAX NO.: 989-753-4711

PROJECT:

BID DATE	ITEM	DESCRIPTION
02/02/17 3:00PM		City of Flint, Genesee County. Pavement/Right-Of-Way Repairs/Restoration Services After Water Service Line Repair, Proposal No. 17-561. Plans available at Zito Construction's office or you can download them from the City of Flint's Purchasing web site at https://www.cityofflint.com/finance/purchasing/bids-2/ .

REQUEST:

- Asphalt Roadway/Driveway
- Concrete: Roadway, Driveway, Sidewalk, Curb & Gutter
- Restoration of Lawn/Greenbelt



8033 FENTON ROAD
GRAND BLANC, MI 48439-8998

Phone 810-695-9025

Fax 810-695-4996

QUOTE SOLICITATION

DATE: January 27, 2017

COMPANY: Lois Kay Contracting Company

ATTENTION: Lois Kreager

FAX NO.: 989-753-4711

PROJECT:

BID DATE	ITEM	DESCRIPTION
02/02/17 3:00PM		City of Flint, Genesee County. Pavement/Right-Of-Way Repairs/Restoration Services After Water Service Line Repair, Proposal No. 17-561. Plans available at Zito Construction's office or you can download them from the City of Flint's Purchasing web site at https://www.cityofflint.com/finance/purchasing/bids-2/ .

REQUEST:

- Asphalt Roadway/Driveway
- Concrete: Roadway, Driveway, Sidewalk, Curb & Gutter
- Restoration of Lawn/Greenbelt

Please respond by fax to 810-695-4996 or by email to mailbox@zitoconstruction.com.

Please call with questions. Thank you for your time and consideration.

FROM: Ross Pennala

An Equal Opportunity Employer

*** TX REPORT ***

TRANSMISSION OK

TX/RX NO 4958
DESTINATION TEL # 19896355082
DESTINATION ID
ST. TIME 01/27 15:39
TIME USE 00'19
PAGES SENT 1
RESULT OK

ZITO
CONSTRUCTION CO.
8033 FENTON ROAD
GRAND BLANC, MI 48439-8998
Phone 810-695-9025
Fax 810-695-4996

QUOTE SOLICITATION

DATE: January 27, 2017
COMPANY: Marlette Excavating Company, Inc.
ATTENTION: Cynthia Sulaty
FAX NO.: 989-635-5082

PROJECT:

BID DATE	ITEM	DESCRIPTION
02/02/17 3:00PM		City of Flint, Genesee County. Pavement/Right-Of-Way Repairs/Restoration Services After Water Service Line Repair, Proposal No. 17-561. Plans available at Zito Construction's office or you can download them from the City of Flint's Purchasing web site at https://www.cityofflint.com/finance/purchasing/bids-2/ .

REQUEST:

- Asphalt Roadway/Driveway
- Concrete: Roadway, Driveway, Sidewalk, Curb & Gutter
- Restoration of Lawn/Greenbelt



8033 FENTON ROAD
GRAND BLANC, MI 48439-8998

Phone 810-695-9025
Fax 810-695-4996

QUOTE SOLICITATION

DATE: January 27, 2017

COMPANY: Marlette Excavating Company, Inc.

ATTENTION: Cynthia Sulaty

FAX NO.: 989-635-5082

PROJECT:

BID DATE	ITEM	DESCRIPTION
02/02/17 3:00PM		City of Flint, Genesee County. Pavement/Right-Of-Way Repairs/Restoration Services After Water Service Line Repair, Proposal No. 17-561. Plans available at Zito Construction's office or you can download them from the City of Flint's Purchasing web site at https://www.cityofflint.com/finance/purchasing/bids-2/ .

REQUEST:

- Asphalt Roadway/Driveway
- Concrete: Roadway, Driveway, Sidewalk, Curb & Gutter
- Restoration of Lawn/Greenbelt

Please respond by fax to 810-695-4996 or by email to mailbox@zitoconstruction.com.

Please call with questions. Thank you for your time and consideration.

FROM: Ross Pennala

An Equal Opportunity Employer

*** TX REPORT ***

TRANSMISSION OK

TX/RX NO 4959
DESTINATION TEL # 15178522240
DESTINATION ID
ST. TIME 01/27 15:44
TIME USE 00'18
PAGES SENT 1
RESULT OK



8033 FENTON ROAD
GRAND BLANC, MI 48439-8998

Phone 810-695-9025
Fax 810-695-4996

QUOTE SOLICITATION

DATE: January 27, 2017
COMPANY: Nashville Construction Company
ATTENTION: Tammy S. Hulsebos
FAX NO.: 517-852-2240

PROJECT:

BID DATE	ITEM	DESCRIPTION
02/02/17 3:00PM		City of Flint, Genesee County. Pavement/Right-Of-Way Repairs/Restoration Services After Water Service Line Repair, Proposal No. 17-561. Plans available at Zito Construction's office or you can download them from the City of Flint's Purchasing web site at https://www.cityofflint.com/finance/purchasing/bids-2/ .

REQUEST:

- Asphalt Roadway/Driveway
- Concrete: Roadway, Driveway, Sidewalk, Curb & Gutter
- Restoration of Lawn/Greenbelt



8033 FENTON ROAD
GRAND BLANC, MI 48439-8998

Phone 810-695-9025
Fax 810-695-4996

QUOTE SOLICITATION

DATE: January 27, 2017

COMPANY: Nashville Construction Company

ATTENTION: Tammy S. Hulsebos

FAX NO.: 517-852-2240

PROJECT:

BID DATE	ITEM	DESCRIPTION
02/02/17 3:00PM		City of Flint, Genesee County. Pavement/Right-Of-Way Repairs/Restoration Services After Water Service Line Repair, Proposal No. 17-561. Plans available at Zito Construction's office or you can download them from the City of Flint's Purchasing web site at https://www.cityofflint.com/finance/purchasing/bids-2/ .

REQUEST:

- Asphalt Roadway/Driveway
- Concrete: Roadway, Driveway, Sidewalk, Curb & Gutter
- Restoration of Lawn/Greenbelt

Please respond by fax to 810-695-4996 or email to mailbox@zitoconstruction.com.

Please call with questions. Thank you for your time and consideration.

FROM: Ross Pennala

An Equal Opportunity Employer

*** TX REPORT ***

TRANSMISSION OK

TX/RX NO 4962
DESTINATION TEL # 15174854697
DESTINATION ID
ST. TIME 01/27 15:57
TIME USE 00'22
PAGES SENT 1
RESULT OK



8033 FENTON ROAD
GRAND BLANC, MI 48439-8998

Phone 810-695-9025

Fax 810-695-4996

QUOTE SOLICITATION

DATE: January 27, 2017

COMPANY: Sanches Construction Company

ATTENTION: Deborah Sanches - Edgecomb

FAX NO.: 517-485-4697

PROJECT:

BID DATE	ITEM	DESCRIPTION
02/02/17 3:00PM		City of Flint, Genesee County. Pavement/Right-Of-Way Repairs/Restoration Services After Water Service Line Repair, Proposal No. 17-561. Plans available at Zito Construction's office or you can download them from the City of Flint's Purchasing web site at https://www.cityofflint.com/finance/purchasing/bids-2/ .

REQUEST:

- Asphalt Roadway/Driveway
- Concrete: Roadway, Driveway, Sidewalk, Curb & Gutter
- Restoration of Lawn/Greenbelt



8033 FENTON ROAD
GRAND BLANC, MI 48439-8998

Phone 810-695-9025

Fax 810-695-4996

QUOTE SOLICITATION

DATE: January 27, 2017

COMPANY: Sanches Construction Company

ATTENTION: Deborah Sanches - Edgecomb

FAX NO.: 517-485-4697

PROJECT:

BID DATE	ITEM	DESCRIPTION
02/02/17 3:00PM		City of Flint, Genesee County. Pavement/Right-Of-Way Repairs/Restoration Services After Water Service Line Repair, Proposal No. 17-561. Plans available at Zito Construction's office or you can download them from the City of Flint's Purchasing web site at https://www.cityofflint.com/finance/purchasing/bids-2/ .

REQUEST:

- Asphalt Roadway/Driveway
- Concrete: Roadway, Driveway, Sidewalk, Curb & Gutter
- Restoration of Lawn/Greenbelt

Please respond by fax to 810-695-4996 or by email to mailbox@zitoconstruction.com.

Please call with questions. Thank you for your time and consideration.

FROM: Ross Pennala

An Equal Opportunity Employer

*** TX REPORT ***

TRANSMISSION OK

TX/RX NO 4963
DESTINATION TEL # 13137917049
DESTINATION ID
ST. TIME 01/27 16:00
TIME USE 00'31
PAGES SENT 1
RESULT OK



8033 FENTON ROAD
GRAND BLANC, MI 48439-8998

Phone 810-695-9025
Fax 810-695-4996

QUOTE SOLICITATION

DATE: January 27, 2017
COMPANY: Santos Cement
ATTENTION: Rafael Santos Jr.
FAX NO.: 313-791-7049

PROJECT:

BID DATE	ITEM	DESCRIPTION
02/02/17 3:00PM		City of Flint, Genesee County. Pavement/Right-Of-Way Repairs/Restoration Services After Water Service Line Repair, Proposal No. 17-561. Plans available at Zito Construction's office or you can download them from the City of Flint's Purchasing web site at https://www.cityofflint.com/finance/purchasing/bids-2/ .

REQUEST:

- Asphalt Roadway/Driveway
- Concrete: Roadway, Driveway, Sidewalk, Curb & Gutter
- Restoration of Lawn/Greenbelt



8033 FENTON ROAD
GRAND BLANC, MI 48439-8998

Phone 810-695-9025

Fax 810-695-4996

QUOTE SOLICITATION

DATE: January 27, 2017

COMPANY: Santos Cement

ATTENTION: Rafael Santos Jr.

FAX NO.: 313-791-7049

PROJECT:

BID DATE	ITEM	DESCRIPTION
02/02/17 3:00PM		City of Flint, Genesee County. Pavement/Right-Of-Way Repairs/Restoration Services After Water Service Line Repair, Proposal No. 17-561. Plans available at Zito Construction's office or you can download them from the City of Flint's Purchasing web site at https://www.cityofflint.com/finance/purchasing/bids-2/ .

REQUEST:

- Asphalt Roadway/Driveway
- Concrete: Roadway, Driveway, Sidewalk, Curb & Gutter
- Restoration of Lawn/Greenbelt

Please respond by fax to 810-695-4996 or by email to mailbox@zitoconstruction.com.

Please call with questions. Thank you for your time and consideration.

FROM: Ross Pennala

An Equal Opportunity Employer

Melissa

From: Melissa <mricketts@zitoconstruction.com>
Sent: Friday, January 27, 2017 3:16 PM
To: 'ricardotorres.tdc@gmail.com'
Subject: Pavement/Right-Of-Way Repairs/Restoration Services After Water Service Line Repair, Proposal No. 17-561
Attachments: DBE Quote Solicitation T&D Concrete Construction Flint 2-2-17.pdf

Hello,

Please see the attachment regarding the Pavement/Right-Of-Way Repairs/Restoration Services After Water Service Line Repair, Proposal No. 17-561.

Thank you,

Melissa Ricketts

Zito Construction Co

8033 Fenton Road
Grand Blanc, MI 48439-8998
Phone: 810-695-9025
Fax: 810-695-4996
Email: mricketts@zitoconstruction.com



8033 FENTON ROAD
GRAND BLANC, MI 48439-8998

Phone 810-695-9025

Fax 810-695-4996

QUOTE SOLICITATION

DATE: January 27, 2017

COMPANY: T&D Concrete Construction LLC

ATTENTION: Ricardo Torres

EMAIL.: ricardotorres.tdc@gmail.com

PROJECT:

BID DATE	ITEM	DESCRIPTION
02/02/17 3:00PM		City of Flint, Genesee County. Pavement/Right-Of-Way Repairs/Restoration Services After Water Service Line Repair, Proposal No. 17-561. Plans available at Zito Construction's office or you can download them from the City of Flint's Purchasing web site at https://www.cityofflint.com/finance/purchasing/bids-2/ .

REQUEST:

- Asphalt Roadway/Driveway
- Concrete: Roadway, Driveway, Sidewalk, Curb & Gutter
- Restoration of Lawn/Greenbelt

Please respond by fax to 810-695-4996 or by email to mailbox@zitoconstruction.com.

Please call with questions. Thank you for your time and consideration.

FROM: Ross Pennala

An Equal Opportunity Employer

*** TX REPORT ***

TRANSMISSION OK

TX/RX NO 4966
DESTINATION TEL # 19897819316
DESTINATION ID
ST. TIME 01/27 16:14
TIME USE 00'31
PAGES SENT 1
RESULT OK



8033 FENTON ROAD
GRAND BLANC, MI 48439-8998

Phone 810-695-9025
Fax 810-695-4996

QUOTE SOLICITATION

DATE: January 27, 2017

COMPANY: Jonny Heinz Landscaping, LLC

ATTENTION: Cynthia Malott-Heinz

FAX NO.: Fax: 989-781-9316

PROJECT:

BID DATE	ITEM	DESCRIPTION
02/02/17 3:00PM		City of Flint, Genesee County. Pavement/Right-Of-Way Repairs/Restoration Services After Water Service Line Repair, Proposal No. 17-561. Plans available at Zito Construction's office or you can download them from the City of Flint's Purchasing web site at https://www.cityofflint.com/finance/purchasing/bids-2/ .

REQUEST:

- Asphalt Roadway/Driveway
- Concrete: Roadway, Driveway, Sidewalk, Curb & Gutter
- Restoration of Lawn/Greenbelt



8033 FENTON ROAD
GRAND BLANC, MI 48439-8998

Phone 810-695-9025
Fax 810-695-4996

QUOTE SOLICITATION

DATE: January 27, 2017

COMPANY: Jonny Heinz Landscaping, LLC

ATTENTION: Cynthia Malott-Heinz

FAX NO.: Fax: 989-781-9316

PROJECT:

BID DATE	ITEM	DESCRIPTION
02/02/17 3:00PM		City of Flint, Genesee County. Pavement/Right-Of-Way Repairs/Restoration Services After Water Service Line Repair, Proposal No. 17-561. Plans available at Zito Construction's office or you can download them from the City of Flint's Purchasing web site at https://www.cityofflint.com/finance/purchasing/bids-2/ .

REQUEST:

- Asphalt Roadway/Driveway
- Concrete: Roadway, Driveway, Sidewalk, Curb & Gutter
- Restoration of Lawn/Greenbelt

Please respond by fax to 810-695-4996 or email to mailbox@zitoconstruction.com.

Please call with questions. Thank you for your time and consideration.

FROM: Ross Pennala

An Equal Opportunity Employer

*** TX REPORT ***

TRANSMISSION OK

TX/RX NO 4964
DESTINATION TEL # 17347445447
DESTINATION ID
ST. TIME 01/27 16:08
TIME USE 00'17
PAGES SENT 1
RESULT OK



8033 FENTON ROAD
GRAND BLANC, MI 48439-8998

Phone 810-695-9025
Fax 810-695-4996

QUOTE SOLICITATION

DATE: January 27, 2017
COMPANY: Michigan Highway Contracting, Inc.
ATTENTION: Theresa Morris
FAX NO.: 734-744-5447

PROJECT:

BID DATE	ITEM	DESCRIPTION
02/02/17 3:00PM		City of Flint, Genesee County. Pavement/Right-Of-Way Repairs/Restoration Services After Water Service Line Repair, Proposal No. 17-561. Plans available at Zito Construction's office or you can download them from the City of Flint's Purchasing web site at https://www.cityofflint.com/finance/purchasing/bids-2/ .

REQUEST:

- Asphalt Roadway/Driveway
- Concrete: Roadway, Driveway, Sidewalk, Curb & Gutter
- Restoration of Lawn/Greenbelt



8033 FENTON ROAD
GRAND BLANC, MI 48439-8998

Phone 810-695-9025

Fax 810-695-4996

QUOTE SOLICITATION

DATE: January 27, 2017

COMPANY: Michigan Highway Contracting, Inc.

ATTENTION: Theresa Morris

FAX NO.: 734-744-5447

PROJECT:

BID DATE	ITEM	DESCRIPTION
02/02/17 3:00PM		City of Flint, Genesee County. Pavement/Right-Of-Way Repairs/Restoration Services After Water Service Line Repair, Proposal No. 17-561. Plans available at Zito Construction's office or you can download them from the City of Flint's Purchasing web site at https://www.cityofflint.com/finance/purchasing/bids-2/ .

REQUEST:

- Asphalt Roadway/Driveway
- Concrete: Roadway, Driveway, Sidewalk, Curb & Gutter
- Restoration of Lawn/Greenbelt

Please respond by fax to 810-695-4996 or email to mailbox@zitoconstruction.com.

Please call with questions. Thank you for your time and consideration.

FROM: Ross Pennala

An Equal Opportunity Employer

*** TX REPORT ***

TRANSMISSION OK

TX/RX NO 4965
DESTINATION TEL # 12317966144
DESTINATION ID
ST. TIME 01/27 16:09
TIME USE 00'17
PAGES SENT 1
RESULT OK



8033 FENTON ROAD
GRAND BLANC, MI 48439-8998

Phone 810-695-9025

Fax 810-695-4996

QUOTE SOLICITATION

DATE: January 27, 2017

COMPANY: Diane Dukes, Inc.

ATTENTION: Diane Dukes

FAX NO.: 231-796-6144

PROJECT:

BID DATE	ITEM	DESCRIPTION
02/02/17 3:00PM		City of Flint, Genesee County. Pavement/Right-Of-Way Repairs/Restoration Services After Water Service Line Repair, Proposal No. 17-561. Plans available at Zito Construction's office or you can download them from the City of Flint's Purchasing web site at https://www.cityofflint.com/finance/purchasing/bids-2/ .

REQUEST:

- Asphalt Roadway/Driveway
- Concrete: Roadway, Driveway, Sidewalk, Curb & Gutter
- Restoration of Lawn/Greenbelt



8033 FENTON ROAD
GRAND BLANC, MI 48439-8998

Phone 810-695-9025
Fax 810-695-4996

QUOTE SOLICITATION

DATE: January 27, 2017

COMPANY: Diane Dukes, Inc.

ATTENTION: Diane Dukes

FAX NO.: 231-796-6144

PROJECT:

BID DATE	ITEM	DESCRIPTION
02/02/17 3:00PM		City of Flint, Genesee County. Pavement/Right-Of-Way Repairs/Restoration Services After Water Service Line Repair, Proposal No. 17-561. Plans available at Zito Construction's office or you can download them from the City of Flint's Purchasing web site at https://www.cityofflint.com/finance/purchasing/bids-2/ .

REQUEST:

- Asphalt Roadway/Driveway
- Concrete: Roadway, Driveway, Sidewalk, Curb & Gutter
- Restoration of Lawn/Greenbelt

Please respond by fax to 810-695-4996 or email to mailbox@zitoconstruction.com.

Please call with questions. Thank you for your time and consideration.

FROM: Ross Pennala

An Equal Opportunity Employer

*** TX REPORT ***

TRANSMISSION OK

TX/RX NO 4967
DESTINATION TEL # 18106860888
DESTINATION ID
ST. TIME 01/27 16:15
TIME USE 00'48
PAGES SENT 1
RESULT OK



8033 FENTON ROAD
GRAND BLANC, MI 48439-8998

Phone 810-695-9025
Fax 810-695-4996

QUOTE SOLICITATION

DATE: January 27, 2017
COMPANY: McKerchie Enterprises, Inc.
ATTENTION: Anthony McKerchie
FAX NO.: 810-686-0888

PROJECT:

BID DATE	ITEM	DESCRIPTION
02/02/17 3:00PM		City of Flint, Genesee County. Pavement/Right-Of-Way Repairs/Restoration Services After Water Service Line Repair, Proposal No. 17-561. Plans available at Zito Construction's office or you can download them from the City of Flint's Purchasing web site at https://www.cityofflint.com/finance/purchasing/bids-2/ .

REQUEST:

- Asphalt Roadway/Driveway
- Concrete: Roadway, Driveway, Sidewalk, Curb & Gutter
- Restoration of Lawn/Greenbelt



8033 FENTON ROAD
GRAND BLANC, MI 48439-8998

Phone 810-695-9025

Fax 810-695-4996

QUOTE SOLICITATION

DATE: January 27, 2017

COMPANY: McKerchie Enterprises, Inc.

ATTENTION: Anthony McKerchie

FAX NO.: 810-686-0888

PROJECT:

BID DATE	ITEM	DESCRIPTION
02/02/17 3:00PM		City of Flint, Genesee County. Pavement/Right-Of-Way Repairs/Restoration Services After Water Service Line Repair, Proposal No. 17-561. Plans available at Zito Construction's office or you can download them from the City of Flint's Purchasing web site at https://www.cityofflint.com/finance/purchasing/bids-2/ .

REQUEST:

- Asphalt Roadway/Driveway
- Concrete: Roadway, Driveway, Sidewalk, Curb & Gutter
- Restoration of Lawn/Greenbelt

Please respond by fax to 810-695-4996 or email to mailbox@zitoconstruction.com.

Please call with questions. Thank you for your time and consideration.

FROM: Ross Pennala

An Equal Opportunity Employer

EXHIBIT E

VENDORS MUST READ AND COMPLETE THE DOCUMENTS IN THIS SECTION. DOCUMENTS THAT ARE COMPLETED MUST BE INCLUDED WITH SUBMISSION.

REQUIRED STANDARD CONTRACT LANGUAGE: CLEAN WATER STATE REVOLVING FUND AND DRINKING WATER REVOLVING FUND

- **Davis-Bacon/Prevailing Federal Wages, Including Labor Standards Provisions**
- **Disadvantaged Business Enterprise (DBE) Requirements***
- **Debarment/Suspension Certification***

*** Bidders should note these sections contain instructions regarding forms/information that must be completed/included with any submitted bid.**

Davis-Bacon/Prevailing Federal Wage Rates

P.L. 111-88 requires compliance with the Davis Bacon Act and adherence to the current U.S. Department of Labor Wage Decision. Attention is called to the fact that not less than the minimum salaries and wages as set forth in the Contract Documents (see Wage Decision included herein) must be paid on this project. The Wage Decision, including modifications, must be posted by the Contractor on the job site. A copy of the Federal Labor Standards Provisions is included and is hereby a part of this contract.

General Decision Number: MI170057 01/06/2017 MI57

Superseded General Decision Number: MI20160057

State: Michigan

Construction Type: Heavy

County: Genesee County in Michigan.

Heavy, Includes Water, Sewer Lines and Excavation (Excludes Hazardous Waste Removal; Coal, Oil, Gas, Duct and other similar Pipeline Construction)

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 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 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

CARP0706-017 08/01/2016

	Rates	Fringes
CARPENTER, Includes Form Work....	\$ 24.94	19.91

ELEC0948-009 05/29/2016

	Rates	Fringes
ELECTRICIAN.....	\$ 35.40	20.94

* ENGI0325-019 06/01/2016

POWER EQUIPMENT OPERATORS: Underground Construction (Including Sewer)

	Rates	Fringes
POWER EQUIPMENT OPERATOR		
GROUP 1.....	\$ 31.58	22.85
GROUP 2.....	\$ 26.85	22.85
GROUP 3.....	\$ 26.12	22.85

GROUP 4.....\$ 25.55 22.85

POWER EQUIPMENT OPERATOR CLASSIFICATIONS

GROUP 1: Backhoe/ Excavator, Boring Machine, Bulldozer, Crane, Grader/ Blade, Loader, Roller, Scraper, Trencher (over 8 ft. digging capacity)

GROUP 2: Trencher (8-ft digging capacity and smaller)

GROUP 3: Boom Truck (non-swinging, non- powered type boom)

GROUP 4: Broom/ Sweeper, Fork Truck, Tractor, Bobcat/ Skid Steer /Skid Loader

ENGI0326-011 06/01/2014

EXCLUDES UNDERGROUND CONSTRUCTION

	Rates	Fringes
OPERATOR: Power Equipment		
Group 1.....	\$ 29.09	21.70
Group 2.....	\$ 28.84	21.70
Group 3.....	\$ 27.74	21.70
Group 4.....	\$ 22.94	21.70
Group 5.....	\$ 22.34	21.70
Group 6.....	\$ 19.89	21.70

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; Boring Machine; Bulldozer; Crane; Grader/Blade; Loader; Roller; Scraper; 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)

IRON0025-006 06/01/2015

	Rates	Fringes
IRONWORKER		
Reinforcing.....	\$ 28.30	24.60
Structural.....	\$ 33.78	27.84

LABO0334-009 06/01/2015

EXCLUDES OPEN CUT CONSTRUCTION

	Rates	Fringes
Landscape Laborer		
GROUP 1.....	\$ 19.76	9.15
GROUP 2.....	\$ 15.54	9.15

LANDSCAPE LABORER CLASSIFICATIONS

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

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

LABO0334-015 09/01/2014

SCOPE OF WORK:

OPEN CUT CONSTRUCTION: Excavation of earth and sewer, utilities, and improvements, including underground piping/conduit (including inspection, cleaning, restoration, and relining)

	Rates	Fringes
LABORER		
(1) Common or General.....	\$ 20.64	12.75
(2) Mason Tender- Cement/Concrete.....	\$ 20.78	12.75
(4) Grade Checker.....	\$ 20.95	12.75
(5) Pipelayer.....	\$ 21.09	12.75
(7) Landscape.....	\$ 15.54	12.75

LABO1075-010 06/01/2016

EXCLUDES OPEN CUT CONSTRUCTION

	Rates	Fringes
LABORER		

Common or General; Grade
 Checker; Mason Tender -
 Cement/Concrete; Pipelayer..\$ 22.51 13.28

PAIN1052-003 06/01/2016

	Rates	Fringes
PAINTER		
Brush & Roler.....	\$ 24.45	11.25
Spray.....	\$ 25.80	11.25

PLAS0016-016 04/01/2014

	Rates	Fringes
CEMENT MASON/CONCRETE FINISHER...	\$ 25.58	12.88

PLUM0370-006 06/01/2016

	Rates	Fringes
PLUMBER/PIPEFITTER.....	\$ 36.11	19.65

TEAM0007-006 06/01/2015

	Rates	Fringes
TRUCK DRIVER		
Dump Truck under 8 cu. yds.; Tractor Haul Truck....	\$ 24.90	.50 + a+b
Dump Truck, 8 cu. yds. and over.....	\$ 25.00	.50 + a+b
Lowboy/Semi-Trailer Truck...	\$ 25.15	.50 + a+b

FOOTNOTE:
 a. \$419.45 per week.
 b. \$59.50 daily.

SUMI2010-055 11/09/2010

	Rates	Fringes
TRUCK DRIVER: Off the Road Truck.....	\$ 20.82	3.69

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: SUIA2012-007 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



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) 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

(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