



BOARD OF CONTRACT AND SUPPLY
CITY OF PROVIDENCE, RHODE ISLAND

REQUEST FOR PROPOSALS

Item Description: **Stairwell Art Installation At Memorial Park**

Date to be opened: **March 13, 2023 2:15 PM**

Issuing Department: **Parks Department**

QUESTIONS

- Please direct questions relative to the bidding process, how to fill out forms, and how to submit a bid (Pages 1-8) to Purchasing Chevell Burgess.
 - Phone: **(401) 680-5264**
 - Email: Cburgess@providenceri.gov
 - Please use the subject line “**RFP Question**”
- Please direct questions relative to the Minority and Women’s Business Enterprise Program and the corresponding forms (Pages 9-13) to the MBE/WBE Outreach Director for the City of Providence, Grace Diaz
 - Phone: (401) 680-5766
 - Email: gdiaz@providenceri.gov
 - Please use subject line “**MBE WBE Forms**”
- Please direct questions relative to the specifications outlined (beginning on page 14) to the issuing department’s subject matter expert:

Chip Ryan, Landscape Designer

○ 401.451-8310

○ Cryan@providenceri.gov

Pre-bid Conference

There will be a non-mandatory pre-bid meeting February 28, 2023 at 10:30am at the site.

S Main St, Providence, RI 02903



**BOARD OF CONTRACT AND SUPPLY
CITY OF PROVIDENCE, RHODE ISLAND**

INSTRUCTIONS FOR SUBMISSION

Bids may be submitted up to **2:15 P.M.** on the above meeting date at the **Department of the City Clerk, Room 311, City Hall, 25 Dorrance Street, Providence.** At 2:15 P.M. all bids will be publicly opened and read at the Board of Contract Meeting in the City Council Chambers, on the 3rd floor of City Hall.

- Bidders must submit **2 copies** of their bid in sealed envelopes or packages labeled with the captioned **Item Description** and the **City Department to which the RFP and bid are related and must include the company name and address on the envelope as well.** (On page 1).
- If required by the Department, please keep the original bid bond and check in only one of the envelopes.
- Communications to the Board of Contract and Supply that are not competitive sealed bids (i.e. product information/samples) should have **“NOT A BID”** written on the envelope or wrapper.
- Only use form versions and templates included in this RFP. If you have an old version of a form **do not recycle it for use in this bid.**
- The bid envelope and information relative to the bid must be addressed to:

**Board of Contract and Supply
Department of the City Clerk – City Hall, Room 311
25 Dorrance Street
Providence, RI 02903**

****PLEASE NOTE:** This bid may include details regarding information that you will need to provide (such as proof of licenses) to the issuing department before the formalization of an award.

*This information is **NOT** requested to be provided in your initial bid by design.*

All bids submitted to the City Clerk become public record. Failure to follow instructions could result in information considered private being posted to the city’s Open Meetings Portal and made available as a public record. The City has made a conscious effort to avoid the posting of sensitive information on the City’s Open Meetings Portal, by requesting that such sensitive information be submitted to the issuing department only at their request.



**BOARD OF CONTRACT AND SUPPLY
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BID PACKAGE CHECKLIST

Digital forms are available in the City of Providence Purchasing Department Office or online at <http://www.providenceri.gov/purchasing/how-to-submit-a-bid/>

The bid package **MUST** include the following, in this order:

- Bid Form 1: Bidder's Blank as the cover page/ 1st page (*see page 6 of this document*)
- Bid Form 2: Certification of Bidder as 2nd page (*see page 7 of this document*)
- Bid Form 3: Certificate Regarding Public Records (*see page 8 of this document*)
- Forms from the Minority and Women Business Enterprise Program: Based on Bidder Category. *See forms and instructions enclosed (pages 9-13) or on: <https://www.providenceri.gov/purchasing/minority-women-owned-business-mbewbe-procurement-program/>*

***Please note: MBE/WBE forms must be completed for EVERY bid submitted and must be inclusive of ALL required signatures. Forms without all required signatures will be considered incomplete.**

- Bidder's Proposal/Packet: Formal response to the specifications outlined in this RFP, including pricing information and details related to the good(s) or service(s) being provided. Please be mindful of formatting responses as requested to ensure clarity.
- Financial Assurance, *if requested* (as indicated on page 5 of this document under "Bid Terms")

All of the above listed documents are REQUIRED. (With the exception of financial assurances, which are only required if specified on page 5.)

*****Failure to meet specified deadlines, follow specific submission instructions, or enclose all required documents with all applicable signatures will result in disqualification, or in an inability to appropriately evaluate bids.**



BOARD OF CONTRACT AND SUPPLY
CITY OF PROVIDENCE, RHODE ISLAND

NOTICE TO VENDORS

1. The Board of Contract and Supply will make the award to the lowest qualified and responsible bidder.
2. In determining the lowest responsible bidder, cash discounts based on preferable payment terms will not be considered.
3. Where prices are the same, the Board of Contract and Supply reserves the right to award to one bidder, or to split the award.
4. No proposal will be accepted if the bid is made in collusion with any other bidder.
5. Bids may be submitted on an “equal in quality” basis. The City reserves the right to decide equality. Bidders must indicate brand or the make being offered and submit detailed specifications if other than brand requested.
6. A bidder who is an out-of-state corporation shall qualify or register to transact business in this State, in accordance with the Rhode Island Business Corporation Act, RIGL Sec. 7-1.2-1401, et seq.
7. The Board of Contract and Supply reserves the right to reject any and all bids.
8. Competing bids may be viewed in person at the Department of the City Clerk, City Hall, Providence, immediately upon the conclusion of the formal Board of Contract and Supply meeting during which the bids were unsealed/opened. Bids may also be accessed electronically on the internet via the City’s [Open Meetings Portal](#).
9. As the City of Providence is exempt from the payment of Federal Excise Taxes and Rhode Island Sales Tax, prices quoted are not to include these taxes.
10. In case of error in the extension of prices quoted, the unit price will govern.
11. The contractor will **NOT** be permitted to: a) assign or underlet the contract, or b) assign either legally or equitably any monies or any claim thereto without the previous written consent of the City Purchasing Director.
12. Delivery dates must be shown in the bid. If no delivery date is specified, it will be assumed that an immediate delivery from stock will be made.
13. A certificate of insurance will normally be required of a successful vendor.
14. For many contracts involving construction, alteration and/or repair work, State law provisions concerning payment of prevailing wage rates apply ([RIGL Sec. 37-13-1 et seq.](#))
15. No goods should be delivered, or work started without a Purchase Order.
16. **Submit 2 copies of the bid to the City Clerk, unless the specification section of this document indicates otherwise.**
17. Bidder must certify that it does not unlawfully discriminate on the basis of race, color, national origin, gender, gender identity or expression, sexual orientation and/or religion in its business and hiring practices and that all of its employees are lawfully employed under all applicable federal, state and local laws, rules and regulations. (See Bid Form 2.)



BOARD OF CONTRACT AND SUPPLY
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BID TERMS

1. Financial assurances may be required in order to be a successful bidder for Commodity or Construction and Service contracts. If either of the first two checkboxes below is checked, the specified assurance must accompany a bid, or the bid will not be considered by the Board of Contract and Supply. The third checkbox indicates the lowest responsible bidder will be contacted and required to post a bond to be awarded the contract.
 - A certified check for \$_____ must be deposited with the City Clerk as a guarantee that the Contract will be signed and delivered by the bidder.
 - A bid bond in the amount of 5 per centum (%) of the proposed total price, must be deposited with the City Clerk as a guarantee that the contract will be signed and delivered by the bidder; and the amount of such bid bond shall be retained for the use of the City as liquidated damages in case of default.
 - A performance and payment bond with a satisfactory surety company will be posted by the bidder in a sum equal to one hundred per centum (100%) of the awarded contract.
 - No financial assurance is necessary for this item.
2. Awards will be made within **sixty (60) days of bid opening**. All bid prices will be considered firm, unless qualified otherwise. Requests for price increases will not be honored.
3. Failure to deliver within the time quoted or failure to meet specifications may result in default in accordance with the general specifications. It is agreed that deliveries and/or completion are subject to strikes, lockouts, accidents and Acts of God.

The following entry applies only for COMMODITY BID TERMS:

4. Payment for partial delivery will not be allowed except when provided for in blanket or term contracts.

The following entries apply only for CONSTRUCTION AND SERVICE BID TERMS:

5. Only one shipping charge will be applied in the event of partial deliveries for blanket or term contracts.
6. Prior to commencing performance under the contract, the successful bidder shall attest to compliance with the provisions of the Rhode Island Worker's Compensation Act, RIGL 28-29-1, et seq. If exempt from compliance, the successful bidder shall submit a sworn Affidavit by a corporate officer to that effect, which shall accompany the signed contract.
7. Prior to commencing performance under the contract, the successful bidder shall, submit a certificate of insurance, in a form and in an amount satisfactory to the City.



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BID FORM 1: Bidders Blank

1. Bids must meet the attached specifications. Any exceptions or modifications must be noted and fully explained.
2. Bidder's responses must be in ink or typewritten, and all blanks on the bid form should be completed.
3. The price or prices proposed should be stated both in **WRITING** and in **FIGURES**, and any proposal not so stated may be rejected. **Contracts exceeding twelve months must specify annual costs for each year.**
4. Bids **SHOULD BE TOTALED** so that the final cost is clearly stated (unless submitting a unit price bid), however **each item should be priced individually**. Do not group items. Awards may be made on the basis of *total* bid or by *individual items*.
5. All bids **MUST BE SIGNED IN INK.**

Name of Bidder (Firm or Individual): _____

Contact Name: _____

Business Address: _____

Business Phone #: _____

Contact Email Address: _____

Agrees to bid on (Write the "Item Description" here): _____

If the bidder's company is based in a state *other than Rhode Island*, list name and contact information for a local agent for service of process that *is located within Rhode Island* _____

Delivery Date (if applicable): _____

Name of Surety Company (if applicable): _____

Total Amount in Writing*: _____

Total Amount in Figures*: _____

**** If you are submitting a unit price bid, please insert "Unit Price Bid"***

Use additional pages if necessary for additional bidding details.

Signature of Representation

Title



BOARD OF CONTRACT AND SUPPLY
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BID FORM 2: Certification of Bidder
(Non-Discrimination/Hiring)

Upon behalf of _____ (Firm or Individual Bidding),

I, _____ (Name of Person Making Certification),

being its _____ (Title or "Self"), hereby certify that:

1. Bidder does not unlawfully discriminate on the basis of race, color, national origin, gender, sexual orientation and/or religion in its business and hiring practices.
2. All of Bidder's employees have been hired in compliance with all applicable federal, state and local laws, rules and regulations.

I affirm by signing below that I am duly authorized on behalf of Bidder, on
this _____ day of _____ 20_____.

Signature of Representation

Printed Name



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BID FORM 3: Certificate Regarding Public Records

Upon behalf of _____ (Firm or Individual Bidding),

I, _____ (Name of Person Making Certification),

being its _____ (Title or "Self"), hereby certify an

understanding that:

1. All bids submitted in response to Requests for Proposals (RFP's) and Requests for Qualification (RFQ's), documents contained within, and the details outlined on those documents become public record upon receipt by the City Clerk's office and opening at the corresponding Board of Contract and Supply (BOCS) meeting.
2. The Purchasing Department and the issuing department for this RFP/RFQ have made a conscious effort to request that sensitive/personal information be submitted directly to the issuing department and only at request if verification of specific details is critical the evaluation of a vendor's bid.
3. The requested supplemental information may be crucial to evaluating bids. Failure to provide such details may result in disqualification, or an inability to appropriately evaluate bids.
4. If sensitive information that has not been requested is enclosed or if a bidder opts to enclose the defined supplemental information prior to the issuing department's request in the bidding packet submitted to the City Clerk, the City of Providence has no obligation to redact those details and bears no liability associated with the information becoming public record.
5. The City of Providence observes a public and transparent bidding process. Information required in the bidding packet may not be submitted directly to the issuing department at the discretion of the bidder in order to protect other information, such as pricing terms, from becoming public. Bidders who make such an attempt will be disqualified.

I affirm by signing below that I am duly authorized on behalf of Bidder, on

this _____ day of _____ 20 _____.

Signature of Representation

Printed Name



**BOARD OF CONTRACT AND SUPPLY
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WBE/MBE Form Instructions

The City of Providence actively seeks Minority and Women business enterprises to participate in bids to meet the City's procurement needs. Pursuant to the City of Providence Code of Ordinances, Chapter 21, Article II, Sec. 21-52 (Minority and Women's Business Enterprise) and Rhode Island General Laws (as amended), Chapter 31-14, et seq. (Minority Business Enterprise), Minority Business Enterprise (MBE) and Women's Business Enterprise (WBE) participation goals apply to contracts.

The goal for Minority Business Enterprise (MBE) participation is **10%** of the total bid value.

The goal for Women's Business Enterprise (WBE) participation is **10%** of the total bid value.

The goal for combined MBE/WBE participation is **20%** of the total bid value.

Only businesses certified with the State of Rhode Island as minority and/or women business enterprises are counted towards the City's goals. Eligible minority or women-owned businesses are encouraged to seek certification from the State of Rhode Island Minority Business Enterprise Compliance Office at: <http://odeo.ri.gov/offices/mbeco/>

Note: MBE certification with the State of Rhode Island on the basis of Portuguese heritage is not currently recognized by the City of Providence's MBE program.

Bid Requirements:

All Bidders: All bidders **must complete and submit the *MBE/WBE Participation Affidavit*** indicating whether or not they are a state-certified MBE/WBE and acknowledging the City's participation goals. Submission of this form is **required with every bid. Your bid will not be accepted without an affidavit.**

Bidders who will be subcontracting: *In addition to the MBE/WBE Participation Affidavit*, Bidders who will be subcontracting must submit the ***Subcontractor Disclosure Form*** as part of their bid submission. All subcontractors, regardless of MBE/WBE status, must be listed on this form. Business NAICS codes can be found at <https://www.naics.com/search/>. Awarded bidders are required to submit

Subcontractor Utilization and Payment Reports with each invoice.

Waiver Requests:

- a) If the percentage of the total amount of the bid being awarded to MBE or WBE vendors is less than 20% (Box F on the Subcontractor Disclosure Form) and the prime contractor is not a Rhode Island State-certified MBE or WBE, the Bidder must complete the *MBE/WBE Waiver Request Form* for review.
- b) If the prime contractor company has the capacity to perform the whole project, the City of Providence requires the contractor to meet the city's goal of a combined 20% of MBE and WBE participation.
- c) If the contractor is a nonprofit organization, the City of Providence requires the nonprofit organization to provide the *MBE/WBE Participation Affidavit Form* and proof of its nonprofit status.
- d) If the contractor has researched the RI Certified minority list (<http://odeo.ri.gov/offices/mbeco/mbe-wbe.php>) and the state does not have any companies in the desired trade, the City of Providence requires the contractor to provide the *MBE/WBE Participation Affidavit Form*.
- e) Waivers will be considered for approval on a case-by-case basis.



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Verifying MBE/WBE Certification

It is the responsibility of the bidder to confirm that every MBE or WBE named in a proposal and included on a contract is certified by the Rhode Island Minority Business Enterprise Compliance Office. The current MBE/WBE directory is available at the State of RI MBE Office, One Capitol Hill, 2nd Floor, Providence, RI, or online at <http://odeo.ri.gov/offices/mbeco/mbe-wbe.php>. You can also call (401) 574-8670 to verify certification, expiration dates, and services that the MBE/WBE is certified to provide. Note: MBE certification with the State of Rhode Island on the basis of Portuguese heritage is not currently recognized by the City of Providence's MBE program.

Form Instructions:

Access all bid forms from <http://www.providenceri.gov/oeo/> or <http://www.providenceri.gov/purchasing/minority-women-owned-business-mbewbe-procurement-program/>. Download the forms as blank PDFs. Once saved on your computer, fill them out using the Adobe program. The fillable PDFs must be completed in Adobe in order to be saved properly. Google Chrome and similar platforms do not allow for the forms to be saved as filled PDFs. Therefore, please download the blank forms to your computer, then fill them out and save.

Assistance with Form Requirements

Examples of completed forms can be found on the City of Providence website at <http://www.providenceri.gov/oeo/> or <http://www.providenceri.gov/purchasing/minority-women-owned-business-mbewbe-procurement-program/>.

Contract Requirements:

Prime contractors engaging subcontractors must submit the *Subcontractor Utilization and Payment Report* to the City Department's Fiscal Agent with every invoice and request for final payment. A copy of all forms should be sent to the MBE/WBE Outreach Director Office, Grace Diaz at gdiaz@providenceri.gov. This form is not submitted as a part of the initial bid package. For contracts with durations of less than 3 months, this form must be submitted along with the contractor's request for final payment. The form must include all subcontractors utilized on the contract, both MBE/WBE and non- MBE/WBE, the total amount paid to each subcontractor for the given period and to date, A copy of all forms should be sent to the MBE/WBE Outreach Director Office, Grace Diaz at gdiaz@providenceri.gov. During the term of the contract, any unjustified failure to comply with the MBE/WBE participation requirements is a material breach of contract.

Questions?

For more information or for assistance with MBE/WBE Forms, contact the City of Providence MBE/WBE Outreach Director, Grace Diaz, at gdiaz@providenceri.gov or (401) 680-5766.



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MBE/WBE PARTICIPATION AFFIDAVIT

Project /Item Description (as seen on RFP):

Prime Bidder: _____ Contact Email and Phone _____
Company Name, Address and Trade: _____

Which one of the following describes your business' status in terms of Minority and/or Woman-Owned Business Enterprise certification with the State of Rhode Island? _____ MBE _____ WBE _____ Neither MBE nor WBE

By initialing the following sections and signing the bottom of this document in my capacity as the contractor or an authorized representative of contractor, I make this Affidavit:

It is the policy of the City of Providence that minority business enterprises (MBEs) and women business enterprises (WBEs) should have the maximum opportunity to participate in procurements and projects as prime contractors and vendors. Pursuant to Sec. 21-52 of the Providence Code of Ordinances and Chapter 31-14 *et seq.* of the Rhode Island General Laws (as amended), MBE and WBE participation goals apply to contracts.

The goal for Minority Business Enterprise (MBE) participation is 10% of the total bid value.
The goal for Women's Business Enterprise (WBE) participation is 10% of the total bid value.
The goal for combined MBE/WBE participation is 20% of the total bid value.

I acknowledge the City of Providence's goals of supporting MBE/WBE certified businesses. Initial _____

If awarded the contract, I understand that my company must submit to the Minority and Women's Business Coordinator at the City of Providence (MBE/WBE Office), copies of all executed agreements with the subcontractor(s) being utilized to achieve the participation goals and other requirements of the RI General Laws. **I understand that these documents must be submitted prior to the issuance of a notice to proceed.** Initial _____

I understand that, if awarded the contract, my firm must submit to the MBE/WBE Office canceled checks and reports required by the MBE/WBE Office on a quarterly basis verifying payments to the subcontractors(s) utilized on the contract. Initial _____

If I am awarded this contract and find that I am unable to utilize the subcontractor(s) identified in my Statement of Intent, I understand that I must substitute another certified MBE and WBE firm(s) to meet the participation goals. **I understand that I may not make a substitution until I have obtained the written approval of the MBE/WBE Office.**
Initial _____

If awarded this contract, I understand that authorized representatives of the City of Providence may examine the books, records and files of my firm from time to time, to the extent that such material is relevant to a determination of whether my firm is complying with the City's MBE/WBE participation requirements.
Initial _____

I do solemnly declare and affirm under the penalty of perjury that the contents of the foregoing Affidavit are true and correct to the best of my knowledge, information, and belief.

Signature of Bidder

Printed Name

Company Name

Date



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SUBCONTRACTOR DISCLOSURE FORM

Fill out this form only if you WILL SUBCONTRACT with other parties. If you will not subcontract any portion of the proposed bid, do not fill out this form.

Prime Bidder: _____ Primary NAICS _____

Code: _____

Item Description (as seen on RFP): _____

Please list all Subcontractors below. Include the total dollar value that you propose to share with each subcontractor and the dollar amount to be subcontracted. Please check off MBE and WBE where applicable. The directory of all state-certified MBE/WBE firms is located at www.mbe.ri.gov. Business NAICS codes can be found at

<https://www.naics.com/search/>

Proposed Subcontractor	MBE	WBE	Primary NAICS Code	Date of Mobilization	\$ Value of Subcontract
					\$
					\$
					\$
					\$
					\$
					\$
A. MBE SUBCONTRACTED AMOUNT:					\$
B. WBE SUBCONTRACTED AMOUNT:					\$
C. NON-MBE WBE SUBCONTRACTED AMOUNT:					\$
D. DOLLAR AMOUNT OF WORK DONE BY THE PRIME CONTRACTOR:					\$
E. TOTAL AMOUNT OF BID (SUM OF A, B, C, & D):					\$
F. PERCENTAGE OF BID SUBCONTRACTED TO MBEs AND WBEs. (Divide the sum of A and B by E and multiply result by 100).					%

Please read and initial the following statement acknowledging you understand. If the percentage of the total amount of the bid being awarded to MBE or WBE vendors is less than 20% (Box (F)) and the prime contractor is NOT a Rhode Island State-certified MBE or WBE, you must fill out the MBE/WBE WAIVER REQUEST FORM for consideration by City of Providence MBE/WBE Outreach Director. Initial _____ Required

Signature of Bidder

Printed Name



**BOARD OF CONTRACT AND SUPPLY
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SUPPLEMENTAL INFORMATION

If the issuing department for this RFP determines that your firm's bid is best suited to accommodate their need, you will be asked to provide proof of the following prior to formalizing an award.

An inability to provide the outlined items at the request of the department may lead to the disqualification of your bid.

*This information is **NOT** requested to be provided in your initial bid that you will submit to the City Clerk's office by the "date to be opened" noted on page 1. This list only serves as a list of items that your firm should be ready to provide on request.*

All bids submitted to the City Clerk become public record. Failure to follow instructions could result in information considered private being posted to the city's Open Meetings Portal and made available as a public record.

You must be able to provide:

- Business Tax ID will be requested after an award is approved by the Board of Contract and Supply.
- Proof of Insurance



**BOARD OF CONTRACT AND SUPPLY
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SUPPLEMENTAL BID FORM

To whom it may concern:

1. The undersigned, having familiarized (himself) (themselves) (itself) with the **Stairwell Art Installation At Memorial Park** bid affecting the cost of work, and with the Contract Documents (which includes the Invitation for Bids, Instructions to Bidders, Form of Bid Bond, Form of Agreements, form of Non-Collusive Affidavit, Addenda (if any), Drawings, Technical Specification, Form of Surety Bond(s); as prepared by the Providence Parks Department, and on file in the office of the City Clerk 3rd Floor, City Hall, Providence, RI 02903, hereby proposes to furnish all supervision, technical personnel, labor, materials, machinery, tools, equipment and services including utility and transportation services, and to perform such other required work for the **Stairwell Art Installation At Memorial Park** and such other required and incidental work, complete, all in accordance with the above listed documents and for the unit prices for work in-place for the following items and quantities.

2. In submitting this Bid, the bidder understands that the right is reserved by The Providence Parks Department to reject any and all Bids, If written notice of acceptance of this Bid is mailed, telegraphed or delivered to the undersigned within (90) days after the opening thereof, or at any time thereafter before this Bid is withdrawn, the undersigned agrees to execute and deliver an Agreement in the prescribed form and furnish the required bond within (10) days after the Agreement is presented to him/her for signature.

Herewith in accordance with the instructions to Bidders.

3. Attached hereto is an affidavit in proof that the undersigned has not colluded with any person in respect to this. Bid or any bids for the Contractor for which this Bid is submitted. Also attached is a Statement of Bidder's Qualifications.

4. application unit prices are contained in the Agreement (established as the result of either a Unit Price Bid or a Supplemental Schedule of Unit Prices), the City of Providence may order the Contractor to proceed with desired changes in the work, the value of such changes to be determined by the measured quantities involved and the application unit prices specified in the Contract.

5. The City of Providence reserves the right to determine the lowest responsible Bidder based on past experience with the City and/or recommendations by City and/or state agencies with an interest in this procurement. The City reserves the right to award the project to the appropriate bidder in the best interest of the City of Providence.

CERTIFICATION OF NON-SEGREGATED FACILITIES

The Bidder certifies that he/she does not maintain or provide for his/her employees any segregated facilities at any of his establishments, and that he/she does not permit his/her employees to perform their services at any location, under his/her control, where segregation facilities are maintained. The Bidder agrees that a breach of this certification will be a violation of the Equal Opportunity Clause in any contract resulting from acceptance of this Bid. As used in this certification, term "segregation facilities" means any waiting rooms, work rooms, rest rooms and wash rooms, restaurants and other eating areas, time clocks, locker rooms and other storage or dressing areas, parking lots, drinking fountains, recreation or entertainment areas, transportation and housing facilities provided for employee which are segregated by explicit directive or are in fact segregated on basis of race, color, religion, or national origin, because of habit, local custom, or otherwise. The Bidder agrees that (except where he/she has obtained identical certification from proposed subcontractors for specific time periods) he/she will obtain identical certification from proposed subcontractor prior to the award of subcontracts exceeding \$10,000.00 which are not exempt from provisions of the Equal Opportunity Clause, and that he /she will retain such certifications in his/her files.



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NOTE: The penalty for making false statements in offers is prescribed in 18 U.S.C. & 1001.

DATE _____, 20__

Name of Bidder and Official Address:

Name of Authorized Representative (Contact):

By _____
(Signature)
Title _____

E-Mail: _____

Phone: _____

Bidder shall indicate, in space provided, the earliest possible Project Start-up Date: _____, 20__

ADDENDA: The undersigned acknowledges receipt of the following Addenda, if any, and has included the provisions thereof in this Bid (If Any):

<u>Addendum No.</u>	<u>Date</u>	<u>Addendum No.</u>	<u>Date</u>
_____	_____, 20__	_____	_____, 20__
_____	_____, 20__	_____	_____, 20__

Sub-Contractors (If Any):

Name: _____ **Scope of Work:** _____ **MBE / WBE**

Name: _____ **Scope of Work:** _____ **MBE / WBE**

Name: _____ **Scope of Work:** _____ **MBE / WBE**



**BOARD OF CONTRACT AND SUPPLY
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BID PACKAGE SPECIFICATIONS

Call for Artists Proposals: Stairwell Art Installation at Memorial Park

The Providence Parks Department and Department of Art, Culture + Tourism (ACT) in partnership with the Downtown Providence Parks Network (DPPN), invites artists to design and install a relief mural in Memorial Park, adjacent to the Crawford Street Bridge, on the east side of the river. The area comprises 3 areas that are currently covered by blue tiles.

The awarded artist or artist team will install the piece in summer 2023.

This call is open to individual artists and artist teams with a Rhode Island home or studio address.

The artist will work collaboratively with the Providence Parks Department, ACT, DPPN and community partners throughout the process.

Project Goals

The goals of the art installation at Memorial Park are to:

- Provide a space of respite and beauty
- Give voice to Providence's challenges and/or joys since the start of the COVID-19 pandemic
- Add an additional art installation in a way that feels cohesive with the art and memorials already in place in the park (WWI and WWII memorials, Holocaust Memorial, Korean War Memorial) and nearby public art (Still Here, etc.)
- Transform a somewhat blank, graffiti prone, under-utilized corner of the park.

Installation Site

The piece is to be installed on the north-facing side of Crawford Street Bridge, on the east side of the river. The installation area is approximately 177sf. and includes 3 tiled areas (47sf., 92sf., 38sf.). The site of the installation is adjacent to the river and is separated from the rest of the park by a stairway.



Project Budget

The total project budget for this installation should not exceed \$40,000, including artist fees, design costs (inclusive of community engagement), materials, equipment, and installation. The artist may choose to allocate funds to supporting artists, assistants, interpreters, and/or to stipend community members in addition to the cost of doing business.



BOARD OF CONTRACT AND SUPPLY CITY OF PROVIDENCE, RHODE ISLAND

Background and Context

Memorial Park: Established in 1951, Jackson - Gardner Park, which is commonly known as Memorial Park, is located in Downtown Providence on South Main Street directly across the street from the Providence County Court House. The Providence Warwick Convention and Visitors Bureau aptly describes the park:

This sculpture-filled park pays homage to people who gave their lives during wars and conflicts around the world. RI Holocaust Memorial - Created in 2015, the Rhode Island Holocaust Memorial pays tribute to “all that we have lost and all that we have learned” from the atrocities of World War II. The memorial was designed by RISD-based sculptor Jonathon Bonner and is composed of four parts: the Entrance Gate, the Path, the Life Stone and Memorial Columns. The memorial serves as a tribute for, and on behalf of, Rhode Island’s remaining Holocaust survivors. Korean War Memorial - The bronze statue speaks to the price of war and honors its veterans, depicting a kneeling soldier fighting off the rain and cold. World War I & II Memorials - Standing 150 feet high, the World War I Memorial honors those who served in the First World War. The memorial was designed by architect Paul Cret and created in 1929. The memorial names specific battles Rhode Islanders fought in with the word “Peace” at the top of the tower. The World War II memorial was dedicated in 2007 and honors the generation of Rhode Islanders who fought in the Second World War.

The Downtown Providence Parks Network formed in 2021 to help unify, steward, and activate the unique waterfront parks system. The DPPN works in close partnership with the Providence Parks Department and I-195 Redevelopment Commission. Working across the public spaces that run from Waterplace Park to Greater Kennedy Plaza to the Michael Van Leesten Pedestrian Bridge, we envision a future when:

- Downtown Providence’s public spaces offer a cohesive, intentional, and unique identity that acknowledges the history of the spaces and represents the best of Providence and Rhode Island.
- Residents and visitors have a reason to be downtown every day and night.
- Downtown’s parks are pristine, safe, active, accessible, and inviting to all.

DPPN brings together downtown stakeholders, including city agencies, downtown businesses, residents, property owners, developers, artists, and educational organizations. DPPN works toward a vision of enduring and well-cared-for downtown public spaces that are a valued recreational, social, and economic asset for all Providence residents.

The downtown parks network comprises eight distinct spaces: Waterplace Park, Biltmore Park, Burnside Park, Kennedy Plaza, Market Square, Memorial Square, the Riverwalk and Michael S. Van Leesten Memorial Bridge (pedestrian bridge) and the PVD Innovation District Park. Together, these public spaces cover 20 acres and connect to another 30 acres of open space and trails in adjacent neighborhoods. A map of the spaces can be [found here](#).

Eligibility

- Applicant must be 21 years or older and hold a current home or studio address within the state of **Rhode Island** to be eligible to apply. Providence residents, artists with previous lived experience in Providence, and PPSD graduates will be preferred.
- Applicants must be able to submit a clear BCI if awarded.
- Artists that can demonstrate an interdisciplinary or multidisciplinary arts practice, traditional and indigenous artforms or intercultural modalities as a means of an engagement strategy will be preferred.
- This call is open to individual artists or artist teams.
- Applicant must have demonstrated experience with a portfolio consisting of at least one and up to five outdoor murals.
- Preference will be given to artists who demonstrate cultural competency and previous experience working in intercultural modalities that foster innovation, diversity, and relevance with new and inter-generational audiences.
- Applicants who reflect the rich racial, ethnic, and cultural diversity of Providence are preferred.



**BOARD OF CONTRACT AND SUPPLY
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Art Selection Method

Artists will be selected through a competitive process. Qualified artists may submit their Artist Statement, Resume/CV, and two to five examples of relevant projects.

Please provide several renderings of design concepts, a written project description, a description of materials and fabrication techniques, expectations regarding site preparation and infrastructure needs, a detailed budget and timeline, and a detailed installation plan.

Applicants must apply online through Board of Contract and Supply.

The Art Selection Panel will review complete applications and score qualifications, concepts and plans, limiting the selection pool to no more than three artists or artist teams.

Finalists will be invited to present their concepts to the selection panel.

Art Selection Panel

The Art Selection Panel will have 5-7 members including:

- ACT Director or designee
- Superintendent of Providence Parks or designee
- DPPN designee

Selection Criteria

Finalists will be selected based on the following criteria:

- Artistic excellence and innovation, as evidenced by previous work
- Ability to manage budgets and complete projects on time, as evidenced by previous work

Awarded artist Concept Design will be selected based on the following criteria:

- Artistic excellence and innovation, as evidenced by previous work
- Ability to manage budgets and complete projects on time, as evidenced by previous work
- Ability to work on public infrastructure
- Alignment of Vision/concept design with project goals
- Feasibility and strength of proposed budget and installation plan
- Quality of the artist's design rendering
- Understanding of the space, as evidenced by the design rendering
- Public feedback
- Consideration of the past, present, and future uses of the park and its role in the community.
- Appreciation of Providence's rich cultural and artistic diversity
- Final approval by Board of Park Commissioners
- Ease of maintenance and graffiti/vandal resistance
- Budget—not to exceed \$40,000

Artist Scope of Work

Upon award notification and acceptance, the artist shall sign a contract with the City for the activities outlined below:

- Participate in regularly scheduled check-ins with staff from the Department of Art Culture + Tourism, and other relevant stakeholders.
- Prepare and secure the site. Demolition and removal of existing tiles will be required.



**BOARD OF CONTRACT AND SUPPLY
CITY OF PROVIDENCE, RHODE ISLAND**

- Install and execute the installation, which may include necessary site preparation.
- Participate in an unveiling and dedication ceremony with the community at a date TBD.
- Provide the City with a maintenance plan.

Following the installation, the artist is required to gift the installation to the City. The City will reserve the right to maintain, restore, and de-commission the work within the stipulations of the contract with the artist.

NOTE:

The awarded artist / artist team will be contracted to execute the project. Awardee must be able to provide a BCI and a Certificate of Insurance for general liability in the amount of \$1,000,000.00 that names the City of Providence as additionally insured. A draft contract will be made available upon invitation to submit a Concept Design.

To Submit

In the proposal, you will be required to answer the following questions:

Please provide a brief Artist Statement to introduce the Art Selection Panel to who you are as an artist and some of the themes and ideas you explore in your artwork. (1000 characters maximum)

You will also be required to attach the following files and information in your online submission:

a resume/CV of no more than 3 pages length that includes the name and contact information for three references;

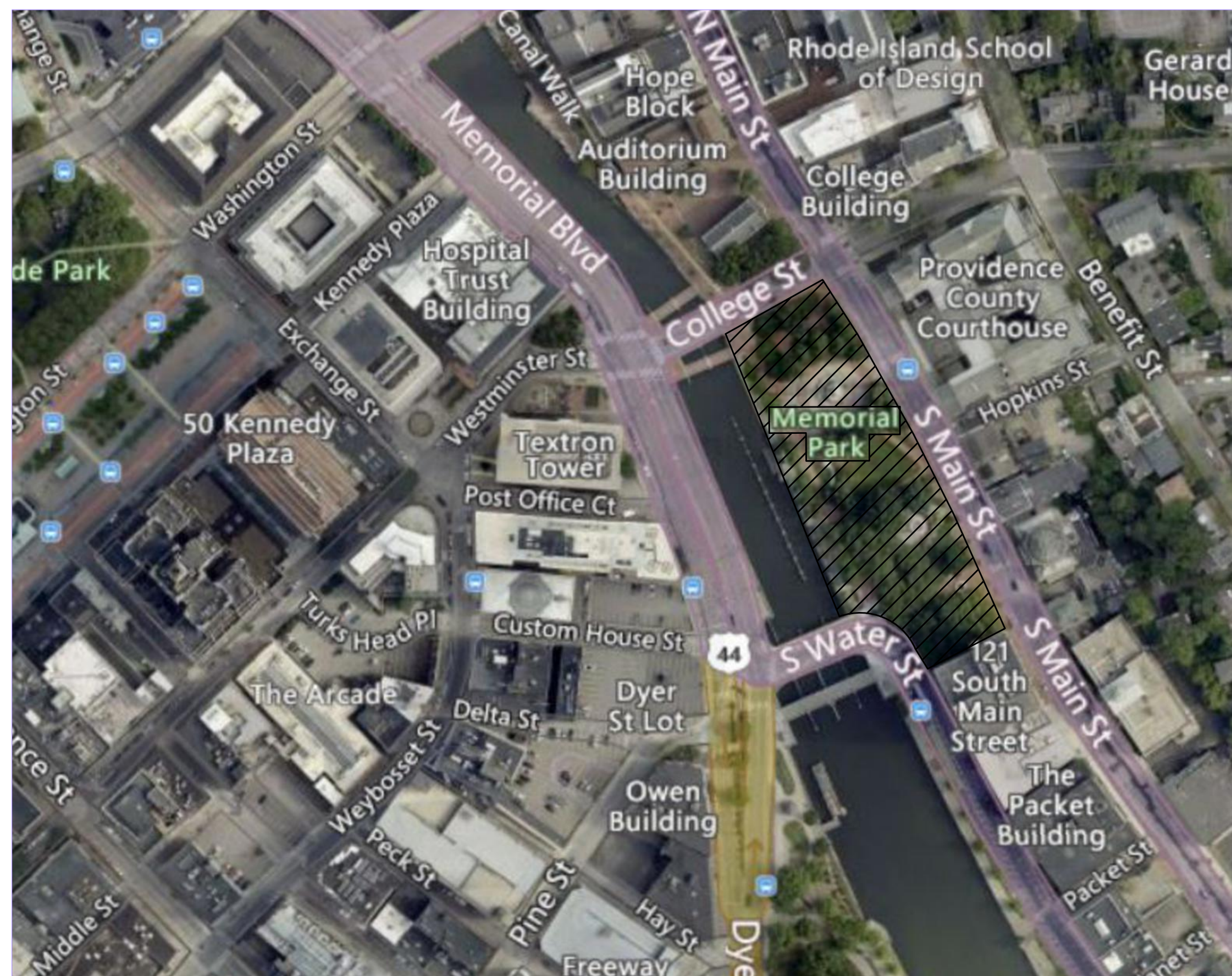
up to 5 images of past work (may include videos of up to 60 seconds only). If more content is available on the applicant's website or social media the applicant shall include this information in their resume/CV;

the following for each work sample submitted: artist's name, artwork title, brief description of artwork (100 words or less), medium, completion date, dimensions, total budget/cost. In the description field, please include commissioning entity, if applicable, and state your role in the creation of the artwork if other artists or design professionals were involved in its creation.

You will be asked to share what excites you most about this project and what your vision is for this space (1000 characters maximum)

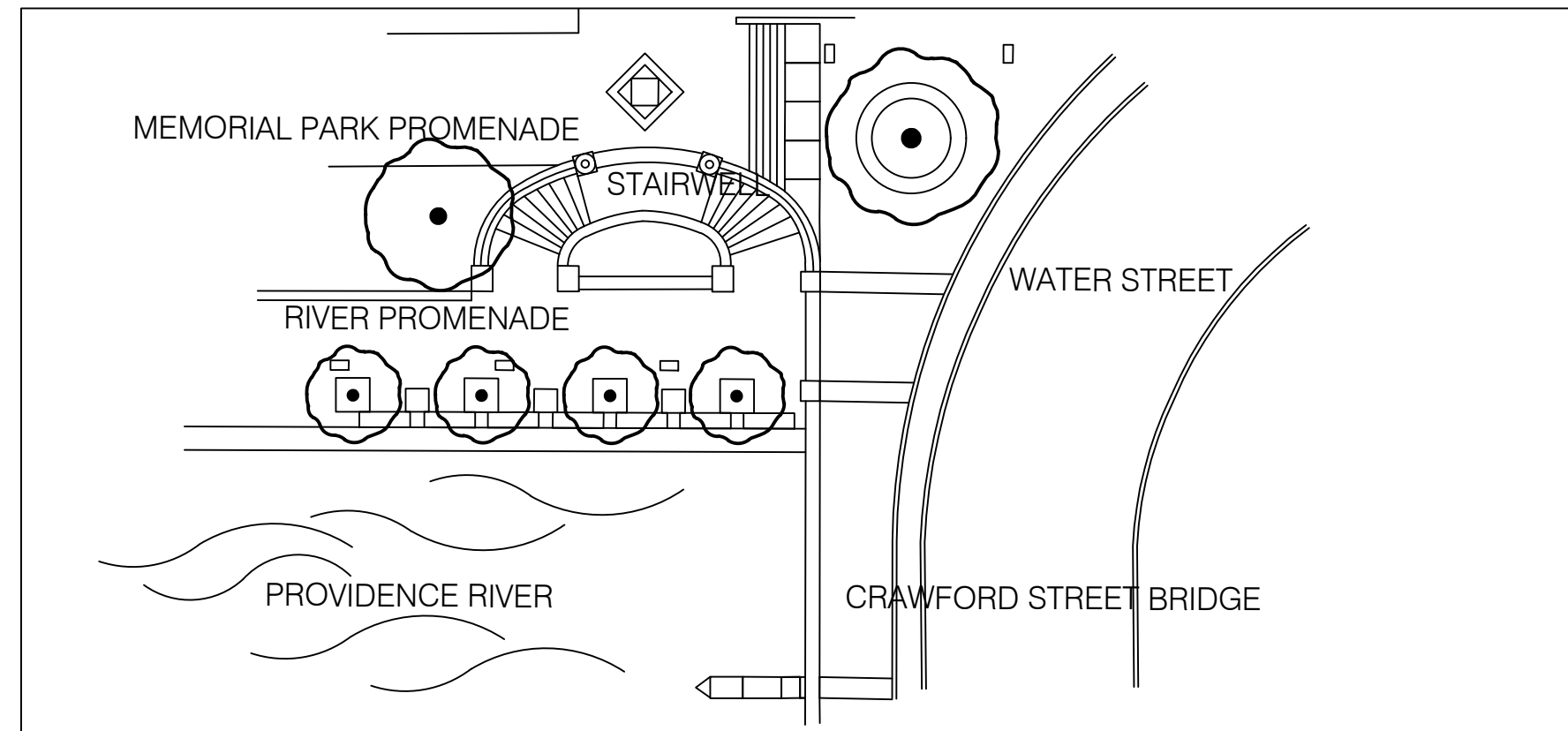
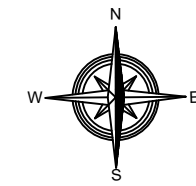
Questions regarding this bid package shall be submitted via e-mail to **Chevell Burgess** at cburgess@providenceri.gov and **Chip Ryan, Landscape Designer** at cryan@providenceri.gov, no later than five (5) working days before the bid opening date.

Chip Ryan is the project contact and can be reached at 401-451-8310.



LOCUS MAP

FROM GOOGLE EARTH 2022

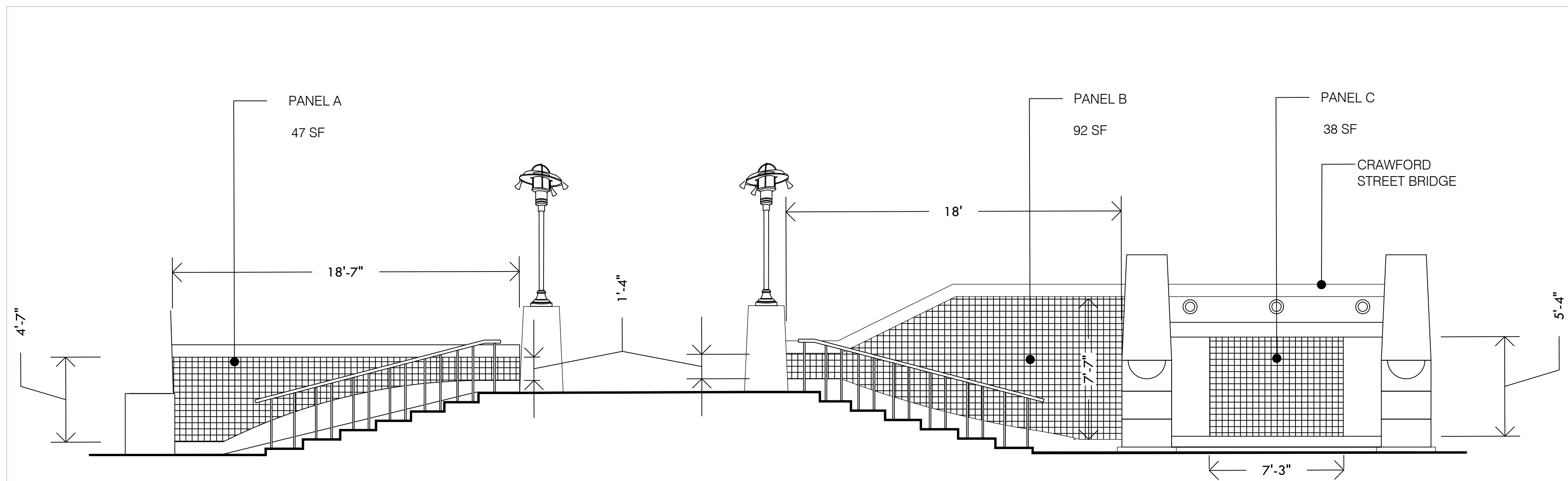


MEMORIAL PARK - STAIRWELL AT CRAWFORD ST. BRIDGE - PLAN VIEW

SCALE: 1"=20'

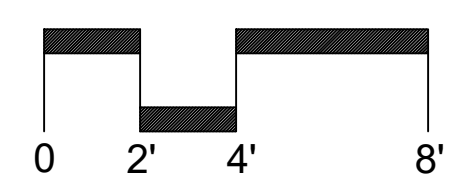
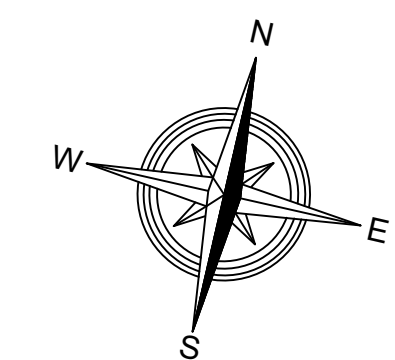
GENERAL CONSTRUCTION NOTES

1. ANY ERRORS OR DISCREPANCIES ON THE DRAWINGS, SHOP DRAWINGS, AND DETAILS ARE TO BE BROUGHT TO THE ATTENTION OF THE OWNER'S REPRESENTATIVE BEFORE THE WORK HAS COMMENCED.
2. THE CONTRACTOR IS RESPONSIBLE FOR FIELD VERIFICATION OF ALL LOCATIONS AND DIMENSIONS. DISCREPANCIES BETWEEN LAYOUT DIMENSIONS ON PLANS AND ACTUAL MEASUREMENTS IN FIELD ARE TO BE REPORTED TO THE OWNER'S REPRESENTATIVE BEFORE CONSTRUCTION BEGINS.
3. THE CONTRACTOR SHALL NOTIFY THE OWNER'S REPRESENTATIVE PRIOR TO DEMOLITION OR INSTALLATION OF ANY PORTION OF THE SITE WORK.
4. THE CONTRACTOR SHALL STAKE OUT ALL LAYOUTS OF PROPOSED WORK FOR APPROVAL BY THE OWNER'S REPRESENTATIVE PRIOR TO COMMENCING WORK.
5. THE CONTRACTOR SHALL BE RESPONSIBLE FOR ESTABLISHING AND MAINTAINING ALL CONTROL POINTS AND BENCHMARKS DURING CONSTRUCTION INCLUDING BENCHMARK LOCATIONS AND ELEVATIONS AT CRITICAL AREAS. THE LOCATION OF ALL CONTROL POINTS AND BENCHMARKS SHALL BE COORDINATED WITH THE OWNER'S REPRESENTATIVE.
6. UNLESS OTHERWISE SPECIFIED ON THE PLANS AND DETAILS/SPECIFICATIONS, ALL SITE CONSTRUCTION MATERIALS AND METHODOLOGIES ARE TO CONFORM TO THE MOST RECENT VERSION OF THE RHODE ISLAND DEPARTMENT OF TRANSPORTATION STANDARD SPECIFICATIONS (THE RHODE ISLAND DEPARTMENT OF TRANSPORTATION STANDARD SPECIFICATIONS FOR ROAD AND BRIDGE CONSTRUCTION 2015 EDITION).
7. CONSTRUCTION SHALL BE PERFORMED IN ACCORDANCE WITH APPLICABLE LAWS AND REGULATIONS REGARDING NOISE, VIBRATION, DUST, SEDIMENTATION CONTAINMENT, AND TRENCH WORK.
8. THE CONTRACTOR SHALL RESTORE ALL SURFACES EQUAL TO THEIR ORIGINAL CONDITION AFTER CONSTRUCTION IS COMPLETE. AREAS NOT DISTURBED BY CONSTRUCTION SHALL BE LEFT NATURAL. THE CONTRACTOR SHALL TAKE CARE TO PREVENT DAMAGE TO SHRUBS, TREES, AND OTHER LANDSCAPING OR NATURAL FEATURES, WHEREAS THE PLANS DO NOT SHOW ALL LANDSCAPING FEATURES. EXISTING CONDITIONS MUST BE VERIFIED BY THE CONTRACTOR IN ADVANCE OF THE WORK.
9. ALL UNPAVED AREAS DISTURBED BY THE WORK SHALL HAVE A MINIMUM OF 4-INCHES OF LOAM INSTALLED AND SEEDED WITH GRASS SEED AS SHOWN ON THE PLAN AND/OR DIRECTED BY THE LANDSCAPE ARCHITECT. THE CONTRACTOR SHALL BE RESPONSIBLE FOR WATERING ANY LOAM AND SEEDED AREAS UNTIL LAWN GROWTH IS ESTABLISHED AND APPROVED BY THE LANDSCAPE ARCHITECT AND/OR OWNER'S REPRESENTATIVE.
10. THE CONTRACTOR SHALL REGULARLY INSPECT THE PERIMETER OF THE PROPERTY TO CLEAN UP AND REMOVE ANY LOOSE CONSTRUCTION DEBRIS BEFORE IT LEAVES THE SITE. ALL DEMOLITION DEBRIS SHALL BE PROMPTLY REMOVED FROM THE SITE TO AN APPROVED DUMP SITE. ALL TRUCKS LEAVING THE SITE SHALL BE COVERED.
12. CONCRETE TRUCKS SHALL NOT BE WASHED ONSITE. ANY CEMENT OR CONCRETE DEBRIS LEFT IN THE DISTURBED AREA SHALL BE REMOVED BY HAND AT THE CONTRACTOR'S EXPENSE.
13. IF ANY DEVIATION OR ALTERATION OF THE WORK PROPOSED ON THESE DRAWINGS IS REQUIRED, THE CONTRACTOR IS TO IMMEDIATELY CONTACT AND COORDINATE WITH THE LANDSCAPE ARCHITECT AND THE OWNER'S REPRESENTATIVE.
14. AT THE END OF CONSTRUCTION, THE CONTRACTOR SHALL REMOVE ALL CONSTRUCTION DEBRIS AND SURPLUS MATERIAL FROM THE SITE. A THOROUGH INSPECTION OF THE WORK PERIMETER IS TO BE MADE AND ALL DISCARDED MATERIALS, BLOWN OR WATER CARRIED DEBRIS, SHALL BE COLLECTED AND REMOVED FROM THE SITE.
15. THE CONTRACTOR IS RESPONSIBLE FOR SECURING THE SITE FOR THE SAFETY OF THE GENERAL PUBLIC AND TO PROTECT PROPERTY AGAINST VANDALISM AND THEFT.
16. THE CONTRACTOR MUST OBTAIN ALL REQUIRED CITY, STATE AND FEDERAL PERMITS.
17. THE PROVIDENCE PARKS DEPARTMENT ASSUMES NO RESPONSIBILITY IF THE WORK IS NOT INSTALLED AS PER THE PLANS OR IF FIELD CHANGES ARE MADE WITHOUT THE KNOWLEDGE AND APPROVAL OF THE OWNER'S REPRESENTATIVE.



MEMORIAL PARK - STAIRWELL AT CRAWFORD ST. BRIDGE SECTION - ELEVATION

SCALE: 1"=4'



DATE	NO.	REVISION

EX. CONDITIONS
 STAIR WELL ART INSTALLATION AT MEMORIAL PARK
 PROVIDENCE, RI



MEMORIAL PARK - TILED PANEL 'B'



MEMORIAL PARK - TILED PANELS 'B' & 'C'



MEMORIAL PARK - TILED PANEL 'C'



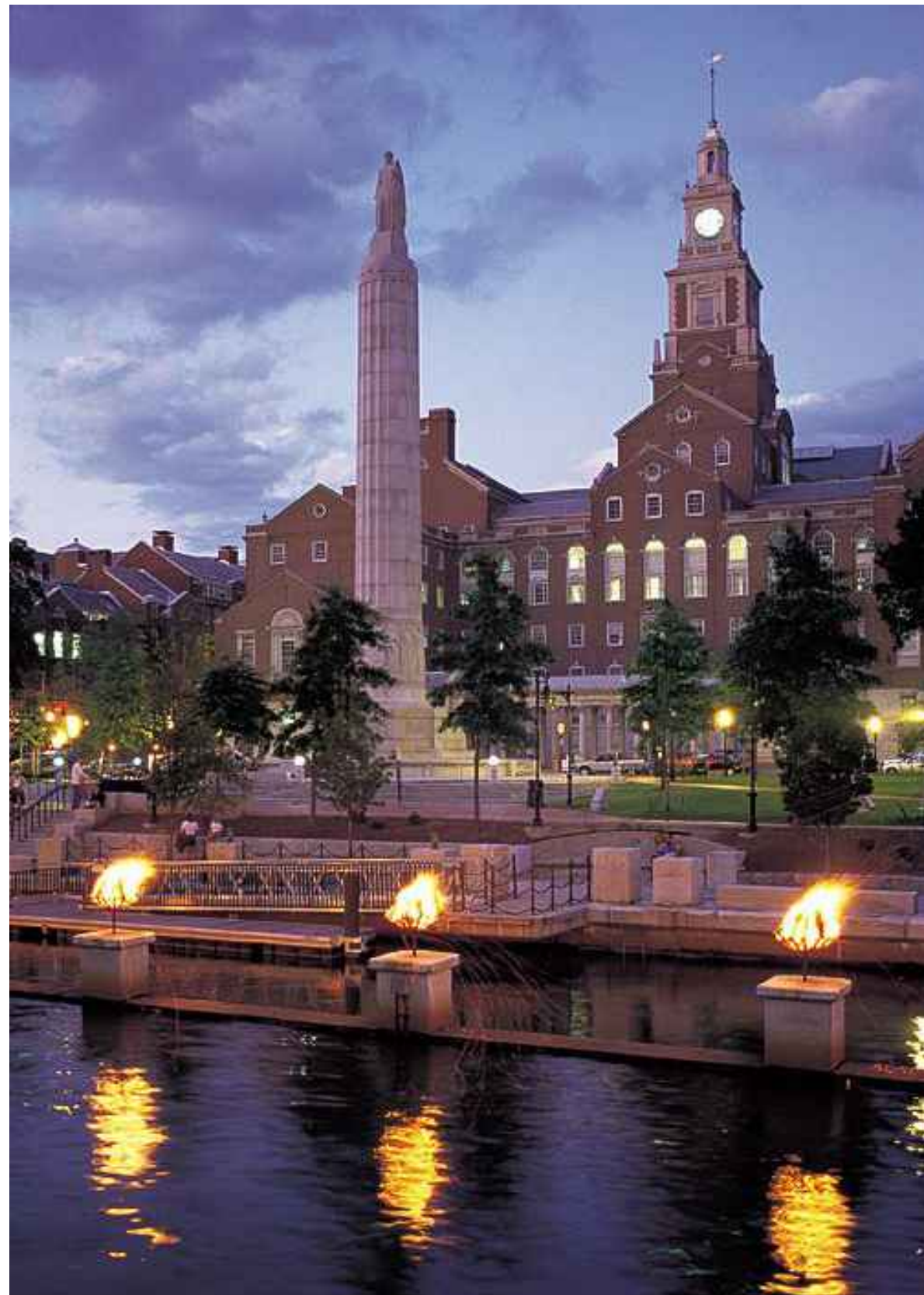
MEMORIAL PARK - TILED PANEL 'A'



PANORAMIC PHOTO OF MEMORIAL PARK - MURAL SITE



VIEW OF TILED PANELS 'B' & 'C'
TOWARDS CRAWFORD STREET
BRIDGE



RHODE ISLAND WORLD WAR I MEMORIAL



RHODE ISLAND HOLOCAUST MEMORIAL



RHODE ISLAND WORLD WAR II MEMORIAL



RHODE ISLAND KOREAN WAR
MEMORIAL

DATE	NO.	REVISION

EXISTING CONDITIONS PHOTOS
STAIR WELL ART INSTALLATION AT MEMORIAL PARK
PROVIDENCE, RI

DATE:
February 2, 2023

SCALE:

DRAWN BY:
CR

CHECKED/
APPROVED:
MG



**BOARD OF CONTRACT AND SUPPLY
CITY OF PROVIDENCE, RHODE ISLAND**

CITY OF PROVIDENCE STANDARD TERMS & CONDITIONS

1. The terms “you” and “your” contained herein refer to the person or entity that is a party to the agreement with the City of Providence (“the City”) and to such person’s or entity’s employees, officers, and agents.
2. The Request For Proposals (“RFP”) and these Standard Terms and Conditions together constitute the entire agreement of the parties (“the Agreement”) with regard to any and all matters. By your submission of a bid proposal or response to the City’s RFP, you accept these Standard Terms & Conditions and agree that they supersede any conflicting provisions provided by bid or in any terms and conditions contained or linked within a bid and/or response. Changes in the terms and conditions of the Agreement, or the scope of work thereunder, may only be made by a writing signed by the parties.
3. You are an independent contractor and in no way does this Agreement render you an employee or agent of the City or entitle you to fringe benefits, workers’ compensation, pension obligations, retirement or any other employment benefits. The City shall not deduct federal or state income taxes, social security or Medicare withholdings, or any other taxes required to be deducted by an employer, and this is your responsibility to yourself and your employees and agents.
4. You shall not assign your rights and obligations under this Agreement without the prior written consent of the City. Any assignment without prior written consent of the City shall be voidable at the election of the City. The City retains the right to refuse any and all assignments in the City’s sole and absolute discretion.
5. Invoices submitted to the City shall be payable sixty (60) days from the time of receipt by the City. Invoices shall include support documentation necessary to evidence completion of the work being invoiced. The City may request any other reasonable documentation in support of an invoice. The time for payment shall not commence, and invoices shall not be processed for payment, until you provide reasonably sufficient support documentation. In no circumstances shall the City be obligated to pay or shall you be entitled to receive interest on any overdue invoice or payment. In no circumstances shall the City be obligated to pay any costs associated with your collection of an outstanding invoice.
6. For contracts involving construction, alteration, and/or repair work, the provisions of applicable state labor law concerning payment of prevailing wage rates (R.I. Gen. Laws §§ 37-13-1 et seq., as amended) and the City’s First Source Ordinance (Providence Code of Ordinances §§ 21-91 et seq., as amended) apply.
7. With regard to any issues, claims, or controversies that may arise under this Agreement, the City shall not be required to submit to dispute resolution or mandatory/binding arbitration. Nothing prevents the parties from mutually agreeing to settle any disputes using mediation or non-binding arbitration.
8. To the fullest extent permitted by law, you shall indemnify, defend, and hold harmless the City, its employees, officers, agents, and assigns from and against any and all claims, damages, losses, allegations, demands, actions, causes of action, suits, obligations, fines, penalties, judgments, liabilities, costs and expenses, including but not limited to attorneys’ fees, of any nature whatsoever arising out of, in connection with, or resulting from the performance of the work provided in the Agreement.
9. You shall maintain throughout the term of this Agreement the insurance coverage that is required by the RFP or, if none is required in the RFP, insurance coverage that is considered in your industry to be commercially reasonable, and you agree to name the City as an additional insured on your general liability policy and on any umbrella policy you carry.
10. The City shall not subject itself to any contractual limitations on liability. The City shall have the time permitted within the applicable statute of limitations, and no less, to bring or assert any and all causes of action, suits, claims or demands the City may have arising out of, in connection with, or resulting from the performance of the work provided in the Agreement, and in no event does the City agree to limit your liability to the price of the Agreement or any other monetary limit.
11. The City may terminate this Agreement upon five (5) days’ written notice to you if you fail to observe any of the terms and conditions of this Agreement, or if the City believes your ability to perform the



**BOARD OF CONTRACT AND SUPPLY
CITY OF PROVIDENCE, RHODE ISLAND**

- terms and conditions of this Agreement has been materially impaired in any way, including but in no way limited to loss of insurance coverage, lapsing of a surety bond, if required, declaration of bankruptcy, or appointment of a receiver. In the event of termination by the City, you shall be entitled to just and equitable compensation for any satisfactory work completed and expenses incurred up to the date of termination.
12. Written notice hereunder shall be deemed to have been duly served if delivered in person to the individual or member of the firm or entity or to an officer of the entity for whom it was intended, or if delivered at or sent by registered or certified mail to the last business address known by the party providing notice.
 13. In no event shall the Agreement automatically renew or be extended without a writing signed by the parties.
 14. You agree that products produced or resulting from the performance of the Agreement are the sole property of the City and may not be used by you without the express written permission of the City.
 15. For any Agreement involving the sharing or exchange of data involving potentially confidential and/or personal information, you shall comply with any and all state and/or federal laws or regulations applicable to confidential and/or personal information you receive from the City, including but not limited to the Rhode Island Identity Theft Protection Act, R.I. Gen. Laws § 11-49.3-1, during the term of the Agreement. You shall implement and maintain appropriate physical, technical, and administrative security measures for the protection of, and to prevent access to, use, or disclosure of, confidential and/or personal information. In the event of a breach of such information, you shall notify the City of such breach immediately, but in no event later than twenty-four (24) hours after discovery of such breach.
 16. The Agreement is governed by the laws of the State of Rhode Island. You expressly submit yourself to and agree that any and all actions arising out of, in connection with, or resulting from the performance of the Agreement or relationship between the parties shall occur solely in the venue and jurisdiction of the State of Rhode Island or the federal court located in Rhode Island.
 17. The failure of the City to require performance of any provision shall not affect the City's right to require performance at any time thereafter, nor shall a waiver of any breach or default of this Agreement constitute a waiver of any subsequent breach or default or a waiver of the provision itself.
 18. If any term or provision of this Agreement, or the application thereof to any person or circumstance shall, in any extent, be invalid or unenforceable, the remainder of this Agreement shall not be affected thereby, and each term and provision shall be valid and enforceable to the fullest extent permitted by law.



BOARD OF CONTRACT AND SUPPLY
CITY OF PROVIDENCE, RHODE ISLAND

Prevailing Wage Determination

Related Acts,
including those set forth at 29 CFR 5.1(a)(2)-(60).

"General Decision Number: RI20220001
09/09/2022

Superseded General Decision Number:
RI20210001

State: Rhode Island

Construction Types: Building, Heavy (Heavy
and Marine) and
Highway

Counties: Rhode Island Statewide.

BUILDING CONSTRUCTION PROJECTS
(does not include residential
construction consisting of single family homes
and apartments
up to and including 4 stories) **HEAVY,
HIGHWAY AND MARINE
CONSTRUCTION PROJECTS**

Note: Contracts subject to the Davis-Bacon Act
are generally
required to pay at least the applicable minimum
wage rate
required under Executive Order 14026 or
Executive Order 13658.
Please note that these Executive Orders apply to
covered
contracts entered into by the federal government
that are
subject to the Davis-Bacon Act itself, but do not
apply to
contracts subject only to the Davis-Bacon

If the contract is entered into on or after January 30, 2022, or the contract is renewed or extended (e.g., an option is exercised) on or after January 30, 2022: the contractor must pay all covered workers at least \$15.00 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 2022.

If the contract was awarded on or between January 1, 2015 and January 29, 2022, and the contract is not renewed or extended on or after January 30, 2022: the contractor must pay all covered workers at least \$11.25 per hour (or the applicable wage rate listed on this wage determination, if it is higher) for all hours spent performing on that contract in 2022.



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

Additional information on contractor requirements and worker protections under the Executive Orders is available at <https://www.dol.gov/agencies/whd/government-contracts>.

Modification Number	Publication Date
0	01/07/2022
1	01/21/2022
2	02/18/2022
3	02/25/2022
4	04/01/2022
5	05/06/2022
6	05/27/2022
7	06/03/2022
8	06/24/2022
9	08/26/2022
10	09/09/2022

ASBE0006-006 06/01/2022

Rates Fringes

HAZARDOUS MATERIAL HANDLER
(Includes preparation, wetting, stripping, removal scrapping, vacuuming, bagging

& disposing of all insulation materials, whether they contain asbestos or not, from mechanical systems).....\$ 38.30 25.55

-
ASBE0006-008 09/01/2021

Rates Fringes

Asbestos Worker/Insulator Includes application of all insulating materials, protective coverings, coatings & finishes to all types of mechanical systems.\$ 45.00 32.89

-
BOIL0029-001 01/01/2021

Rates Fringes

BOILERMAKER.....\$ 45.87 29.02

-
BRR0003-001 06/01/2020

Rates Fringes

Bricklayer, Stonemason, Pointer, Caulker & Cleaner.....\$ 42.55 28.02

-
BRR0003-002 03/01/2020

Rates Fringes

Marble Setter, Terrazzo Worker & Tile Setter.....\$ 40.78 28.92



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-
BRR10003-003 03/01/2020

""monkey"": \$1.00 per
hour additional.

Rates Fringes

Marble, Tile & Terrazzo
Finisher.....\$ 34.10 27.88

-
CARP1121-002 01/06/2020

Rates Fringes

-
CARP0330-001 06/05/2022

MILLWRIGHT.....\$ 39.07
29.15

Rates Fringes

CARPENTER (Includes Soft
Floor Layer).....\$ 41.46 28.82
Diver Tender.....\$ 40.72 28.66
DIVER.....\$ 53.61 28.82
Piledriver.....\$ 39.72 28.66
WELDER.....\$ 42.46 28.82

-
ELEC0099-002 06/01/2022

Rates Fringes

ELECTRICIAN.....\$ 45.86
52.71%
Teledata System Installer.....\$ 34.40
12.10%+15.12

FOOTNOTES:

FOOTNOTES:

When not diving or tending the diver, the diver
and diver
tender shall receive the piledriver rate. Diver
tenders
shall receive \$1.00 per hour above the pile
driver rate
when tending the diver.

Work of a hazardous nature, or where the work
height is 30
ft. or more from the floor, except when working
OSHA-approved lifts: 20% per hour
additional.

Work on free-standing stacks, concrete silos &
public utility
electrical power houses, which are over 35 ft. in
height
when constructed: \$.50 per hour additional.

Work in tunnels below ground level in
combined sewer outfall:
20% per hour additional.

Work on exterior concrete shear wall gang
forms, 45 ft. or
more above ground elevation or on setback:
\$.50 per hour
additional.

-
ELEV0039-001 01/01/2022

Rates Fringes

ELEVATOR MECHANIC.....\$ 56.91
36.885+a+b

The designated piledriver, known as the



BOARD OF CONTRACT AND SUPPLY
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FOOTNOTES:

A. PAID HOLIDAYS: New Years Day; Memorial Day; Independence Day; Labor Day; Veterans' Day; Thanksgiving Day; the Friday after Thanksgiving Day; and Christmas Day.

B. Employer contributes 8% basic hourly rate for 5 years or more of service of 6% basic hourly rate for 6 months to 5 years of service as vacation pay credit.

240 feet and over + \$ 5.00
270 feet and over + \$ 7.00
300 feet and over + \$ 8.00
350 feet and over + \$ 9.00
400 feet and over + \$10.00

a. PAID HOLIDAYS:
New Year's Day, President's Day, Memorial Day, July Fourth, Victory Day, Labor Day, Columbus Day, Veterans Day, Thanksgiving Day, Christmas Day. a: Any employee who works 3 days in the week in which a holiday falls shall be paid for the holiday.

-
ENGI0057-001 06/01/2022

a. FOOTNOTES:
Hazmat work: \$2.00 per hour additional.
Tunnel/Shaft work: \$5.00 per hour additional.

	Rates	Fringes
Operating Engineer: (power plants, sewer treatment plants, pumping stations, tunnels, caissons, piers, docks, bridges, wind turbines, subterranean & other marine and heavy construction work)		
GROUP 1.....	\$ 43.55	29.25+a
GROUP 2.....	\$ 41.55	29.25+a
GROUP 3.....	\$ 37.17	29.25+a
GROUP 4.....	\$ 34.32	29.25+a
GROUP 5.....	\$ 40.60	29.25+a
GROUP 6.....	\$ 31.40	29.25+a
GROUP 7.....	\$ 25.40	29.25+a
GROUP 8.....	\$ 37.25	29.25+a
GROUP 9.....	\$ 41.17	29.25+a

POWER EQUIPMENT OPERATORS
CLASSIFICATIONS

GROUP 1: Cranes, lighters, boom trucks and derricks

GROUP 2: Digging machine, Ross Carrier, locomotive, hoist, elevator, bidwell-type machine, shot & water blasting machine, paver, spreader, graders, front end loader (3 yds. and over), vibratory hammer & vacuum truck, roadheaders, forklifts, economobile type equipment, tunnel boring machines, concrete pump and on site concrete plants.

GROUP 3: Oilers on cranes.

a. BOOM LENGTHS, INCLUDING JIBS:

150 feet and over + \$ 2.00
180 feet and over + \$ 3.00
210 feet and over + \$ 4.00



BOARD OF CONTRACT AND SUPPLY
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GROUP 4: Oiler on crawler backhoe.

GROUP 8.....\$ 32.33 29.25+a
GROUP 9.....\$ 34.28 29.25+a

GROUP 5: Bulldozer, bobcats, skid steer loader, tractor, scraper, combination loader backhoe, roller, front end loader (less than 3 yds.), street and mobile-powered sweeper (3-yd. capacity), 8-ft. sweeper minimum 65 HP).

a. FOOTNOTE: a. Any employee who works three days in the week in which a holiday falls shall be paid for the holiday.

GROUP 6: Well-point installation crew.

a. PAID HOLIDAYS: New Year's Day, President's Day, Memorial Day, July Fourth, Victory Day, Labor Day, Columbus Day, Veterans Day, Thanksgiving Day & Christmas Day.

GROUP 7: Utility Engineers and Signal Persons

POWER EQUIPMENT OPERATOR CLASSIFICATIONS

GROUP 8: Heater, concrete mixer, stone crusher, welding machine, generator and light plant, gas and electric driven pump and air compressor.

GROUP 1: Digging machine, crane, piledriver, lighter, locomotive, derrick, hoist, boom truck, John Henry's, directional drilling machine, cold planer, reclaimer, paver, spreader, grader, front end loader (3 yds. and over), vacuum truck, test boring machine operator, veemere saw, water blaster, hydro-demolition robot, forklift, economobile, Ross Carrier, concrete pump operator and boats

GROUP 9: Boat & tug operator.

GROUP 2: Well point installation crew

-
ENGI0057-002 05/01/2022

GROUP 3: Utility engineers and signal persons

Table with 2 columns: Rates, Fringes. Rows for Power Equipment Operator (highway construction projects; water and sewerline projects which are incidental to highway construction projects; and bridge projects that do not span water) and GROUP 1-7 with their respective rates and fringe percentages.

GROUP 4: Oiler on cranes

GROUP 5: Combination loader backhoe, front end loader (less than 3 yds.), forklift, bulldozers & scrapers and boats



BOARD OF CONTRACT AND SUPPLY
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GROUP 6: Roller,skid steer loaders, street sweeper

GROUP 7: Gas and electric drive heater, concrete mixer, light plant, welding machine, pump & compressor

GROUP 8: Stone crusher

GROUP 9: Mechanic & welder

Day, July Fourth, Victory Day, Labor Day, Columbus Day, Veterans Day, Thanksgiving Day & Christmas Day. a: Any employee who works 3 days in the week in which a holiday falls shall be paid for the holiday.

a. FOOTNOTE: Hazmat work: \$2.00 per hour additional.
Tunnel/Shaft work: \$5.00 per hour additional.

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ENGI0057-003 06/01/2022

POWER EQUIPMENT OPERATORS CLASSIFICATIONS

BUILDING CONSTRUCTION

GROUP 1: Cranes, lighters, boom trucks and derricks.

	Rates	Fringes
Power Equipment Operator		
GROUP 1.....	\$ 42.82	29.25+a
GROUP 2.....	\$ 40.82	29.25+a
GROUP 3.....	\$ 40.60	29.25+a
GROUP 4.....	\$ 36.60	29.25+a
GROUP 5.....	\$ 33.75	29.25+a
GROUP 6.....	\$ 39.90	29.25+a
GROUP 7.....	\$ 39.47	29.25+a
GROUP 8.....	\$ 36.79	29.25+a

GROUP 2: Digging machine, Ross carrier, locomotive, hoist, elevator, bidwell-type machine, shot & water blasting machine, paver, spreader, front end loader (3 yds. and over), vibratory hammer and vacuum truck

GROUP 3: Telehandler equipment, forklift, concrete pump & on-site concrete plant

a. BOOM LENGTHS, INCLUDING JIBS:

- 150 ft. and over: + \$ 2.00
- 180 ft. and over: + \$ 3.00
- 210 ft. and over: + \$ 4.00
- 240 ft. and over: + \$ 5.00
- 270 ft. and over: + \$ 7.00
- 300 ft. and over: + \$ 8.00
- 350 ft. and over: + \$ 9.00
- 400 ft. and over: + \$10.00

GROUP 4: Fireman & oiler on cranes

GROUP 5: Oiler on crawler backhoe

GROUP 6: Bulldozer,skid steer loaders,bobcats, tractor, grader, scraper,combination loader backhoe, roller, front end loader (less than 3 yds.), street and mobile powered sweeper (3 yds. capacity), 8-ft. sweeper

a. PAID HOLIDAYS: New Year's Day, President's Day, Memorial



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(minimum 65 hp)

GROUP 7: Well point installation crew

GROUP 8: Heater, concrete mixer, stone crusher, welding machine, generator for light plant, gas and electric driven pump & air compressor

Demolition Burner, Chain Saw Operator, Fence & Guard Rail Erector, Setter of Metal Forms for Roadways, Mortar Mixer, Pipelayer, Riprap & Dry Stonewall Builder, Highway Stone Spreader, Pneumatic Tool Operator, Wagon Drill Operator, Tree Trimmer, Barco-Type Jumping Tamper, Mechanical Grinder Operator

IRON0037-001 09/16/2021

GROUP 3: Pre-Cast Floor & Roof Plank Erectors

	Rates	Fringes
IRONWORKER.....	\$ 38.21	
	30.58	

GROUP 4: Air Track Operator, Hydraulic & Similar Self-Powered Drill, Block Paver, Rammer, Curb Setter, Powderman & Blaster

LABO0271-001 05/30/2021

GROUP 5: Toxic Waste Remover

BUILDING CONSTRUCTION

	Rates	Fringes
LABORER		
GROUP 1.....	\$ 33.55	26.15
GROUP 2.....	\$ 33.80	26.15
GROUP 3.....	\$ 34.30	26.15
GROUP 4.....	\$ 34.55	26.15
GROUP 5.....	\$ 35.55	26.15

LABO0271-002 05/30/2021

HEAVY AND HIGHWAY CONSTRUCTION

LABORERS CLASSIFICATIONS

GROUP 1: Laborer, Carpenter Tender, Mason Tender, Cement Finisher Tender, Scaffold Erector, Wrecking Laborer, Asbestos Removal [Non-Mechanical Systems]

GROUP 2: Asphalt Raker, Adzemen, Pipe Trench Bracer,

	Rates	Fringes
LABORER		
COMPRESSED AIR		
Group 1.....	\$ 53.45	24.15
Group 2.....	\$ 50.98	24.15
Group 3.....	\$ 40.50	24.15
FREE AIR		
Group 1.....	\$ 44.05	24.15
Group 2.....	\$ 43.05	24.15
Group 3.....	\$ 40.50	24.15
LABORER		
Group 1.....	\$ 33.55	24.15
Group 2.....	\$ 33.80	24.15
Group 3.....	\$ 34.55	24.15



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Group 4.....	\$ 27.05	24.15
Group 5.....	\$ 35.55	24.15
OPEN AIR CAISSON, UNDERPINNING WORK AND BORING CREW		
Bottom Man.....	\$ 39.55	24.15
Top Man & Laborer.....	\$ 38.60	24.15
TEST BORING		
Driller.....	\$ 40.00	24.15
Laborer.....	\$ 38.60	24.15

LABORER CLASSIFICATIONS

- GROUP 1: Laborer; Carpenter tender; Cement finisher tender; Wrecking laborer; Asbestos removers [non-mechanical systems]; Plant laborer; Driller in quarries**
- GROUP 2: Adzeperson; Asphalt raker; Barcotype jumping tamper; Chain saw operators; Concrete and power buggy operator; Concrete saw operator; Demolition burner; Fence and guard rail erector; Highway stone spreader; Laser beam operator; Mechanical grinder operator; Mason tender; Mortar mixer; Pneumatic tool operator; Riprap and dry stonewall builder; Scaffold erector; Setter of metal forms for roadways; Wagon drill operator; Wood chipper operator; Pipelayer; Pipe trench bracer**
- GROUP 3: Air track drill operator; Hydraulic and similar powered drills; Brick paver; Block paver; Rammer and curb setter; Powderperson and blaster**

GROUP 4: Flagger & signaler

GROUP 5: Toxic waste remover

LABORER - COMPRESSED AIR CLASSIFICATIONS

GROUP 1: Mucking machine operator, tunnel laborer, brake person, track person, miner, grout person, lock tender, gauge tender, miner: motor person & all others in compressed air

GROUP 2: Change house attendant, powder watchperson, top person on iron

GROUP 3: Hazardous waste work within the ""HOT"" zone

LABORER - FREE AIR CLASSIFICATIONS

GROUP 1: Grout person - pumps, brake person, track person, form mover & stripper (wood & steel), shaft laborer, laborer topside, outside motorperson, miner, conveyor operator, miner welder, heading motorperson, erecting operator, mucking machine operator, nozzle person, rodperson, safety miner, shaft & tunnel, steel & rodperson, mole nipper, concrete worker, form erector (wood, steel and all accessories), cement finisher (this type of work only), top signal person, bottom person (when heading



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is 50' from
shaft), burner, shield operator and TBM
operator

Rates Fringes

Painter (Bridge Work).....\$ 55.00 23.75

GROUP 2: Change house attendant, powder
watchperson

-
PAIN0035-008 06/01/2011

GROUP 3: Hazardous waste work within the
""HOT"" zone

Rates Fringes

Sign Painter.....\$ 24.79 13.72

-
PAIN0011-005 06/01/2021

-
PLAS0040-001 06/03/2019

Rates Fringes

BUILDING CONSTRUCTION

PAINTER

Rates Fringes

Brush and Roller.....\$ 36.42 22.90

Epoxy, Tanks, Towers,

Swing Stage & Structural

Steel.....\$ 38.42 22.90

Spray, Sand & Water

Blasting.....\$ 39.42 22.90

Taper.....\$ 37.17 22.90

Wall Coverer.....\$ 36.92 22.90

CEMENT MASON/CONCRETE FINISHER...\$
36.00 27.15

FOOTNOTE: Cement Mason: Work on free
swinging scaffolds under
3 planks width and which is 20 or more feet
above ground
and any offset structure: \$.30 per hour
additional.

-
PAIN0011-006 06/01/2022

Rates Fringes

-
PLAS0040-002 07/01/2019

GLAZIER.....\$ 40.78 23.40

HEAVY AND HIGHWAY CONSTRUCTION

FOOTNOTES:

Rates Fringes

SWING STAGE: \$1.00 per hour additional.

CEMENT MASON/CONCRETE FINISHER...\$
32.85 22.20

PAID HOLIDAYS: Labor Day & Christmas
Day.

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PLAS0040-003 07/01/2019

-
PAIN0011-011 06/01/2022



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	Rates	Fringes
PLASTERER.....	\$ 37.55	27.50

-
* PLUM0051-002 08/29/2022

	Rates	Fringes
Plumbers and Pipefitters.....	\$ 47.89	
31.40		

-
ROOF0033-004 06/01/2022

	Rates	Fringes
ROOFER.....	\$ 42.23	29.00

-
SFRI0669-001 04/01/2022

	Rates	Fringes
SPRINKLER FITTER.....	\$ 47.55	
29.38		

-
SHEE0017-002 12/01/2020

	Rates	Fringes
Sheet Metal Worker.....	\$ 38.58	36.73

-
TEAM0251-001 05/01/2022

HEAVY AND HIGHWAY CONSTRUCTION

	Rates	Fringes
TRUCK DRIVER		
GROUP 1.....	\$ 28.46	

32.10+A+B+C		
GROUP 2.....	\$ 28.61	\$
32.10+A+B+C		
GROUP 3.....	\$ 28.66	\$
32.10+A+B+C		
GROUP 4.....	\$ 28.71	\$
32.10+A+B+C		
GROUP 5.....	\$ 28.81	\$
32.10+A+B+C		
GROUP 6.....	\$ 29.21	\$
32.10+A+B+C		
GROUP 7.....	\$ 29.41	\$
32.10+A+B+C		
GROUP 8.....	\$ 28.91	\$
32.10+A+B+C		
GROUP 9.....	\$ 29.16	\$
32.10+A+B+C		
GROUP 10.....	\$ 28.96	\$
32.10+A+B+C		

FOOTNOTES:

A. Paid Holidays: New Year's Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day and Christmas Day, plus Presidents' Day, Columbus Day, Veteran's Day & V-J Day, providing the employee has worked at least one day in the calendar week in which the holiday falls.

B. Employee who has been on the payroll for 1 year or more but less than 5 years and has worked 150 Days during the last year of employment shall receive 1 week's paid vacation; 5 to 10 years - 2 weeks' paid vacation; 10 or more years - 3 week's paid vacation.

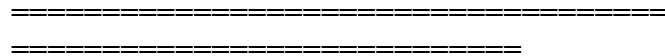
C. Employees on the seniority list shall be paid



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a one
hundred dollar (\$100.00) bonus for every four
hundred (400)
hours worked, up to a maximum of five
hundred dollars
(\$500.00)

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



All drivers working on a defined hazard
material job site
shall be paid a premium of \$2.00 per hour over
applicable
rate.

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

TRUCK DRIVER CLASSIFICATIONS

**GROUP 1: Pick-up trucks, station wagons, &
panel trucks**

GROUP 2: Two-axle on low beds

GROUP 3: Two-axle dump truck

GROUP 4: Three-axle dump truck

GROUP 5: Four- and five-axle equipment

GROUP 6: Low-bed or boom trailer.

**GROUP 7: Trailers when used on a double
hook up (pulling 2
trailers)**

**GROUP 8: Special earth-moving equipment,
under 35 tons**

**GROUP 9: Special earth-moving equipment, 35
tons or over**

GROUP 10: Tractor trailer

-



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

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.

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

Survey Rate Identifiers

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

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



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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 National Office because National Office has responsibility for the Davis-Bacon survey program. If the response from this initial contact is not satisfactory, then the process described in 2.) and 3.) should be followed.

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

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

2.) If the answer to the question in 1.) is yes, then

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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"