

<b>SOLICITATION, OFFER, AND AWARD</b> (Construction, Alteration, or Repair)		1. SOLICITATION NO. W50S8423B0001	2. TYPE OF SOLICITATION <input checked="" type="checkbox"/> SEALED BID (IFB) <input type="checkbox"/> NEGOTIATED (RFP)	3. DATE ISSUED 07-Nov-2022	PAGE OF PAGES 1 OF 97
<b>IMPORTANT - The "offer" section on the reverse must be fully completed by offeror.</b>					
4. CONTRACT NO.		5. REQUISITION/PURCHASE REQUEST NO.		6. PROJECT NO. MBMV099170	
7. ISSUED BY USPFO MI 110 MISSION SUPPORT CONTRACTING 50 SABER ST BATTLE CREEK MI 49015-5515		CODE W50S84	8. ADDRESS OFFER TO (If Other Than Item 7) CODE  <b>See Item 7</b>		
TEL:		FAX:		TEL:	
FAX:					
9. FOR INFORMATION CALL:	A. NAME MICHAEL KITCHELL		B. TELEPHONE NO. (Include area code) (NO COLLECT CALLS) 269-969-3363		
<b>SOLICITATION</b>					
<b>NOTE: In sealed bid solicitations "offer" and "offeror" mean "bid" and "bidder".</b>					
10. THE GOVERNMENT REQUIRES PERFORMANCE OF THE WORK DESCRIBED IN THESE DOCUMENTS (Title, identifying no., date): Construct Main Gate  Project Title: Construct Main Gate Project#: MBMV099170 Location: Battle Creek, Michigan 49037 Period of Performance (POP): 365 Calendar Days 1) Set-aside: Competitive 8(a) SBA Rqmnt # 0515/22/07292022co 2) Small Business Size Standard: \$39.5M 3) NAICS Code: 236220 – Commercial Buildings 4) Project Magnitude: Between \$5,000,000.00 and \$10,000,000.00 5) Prospective bidders are highly encouraged to attend a pre-bid conference to be conducted on 16 Nov 2022 at 10:00 AM local time. (See Solicitation for Access Requirements) The competition is to be limited to 8(a) concerns within the Detroit MI SBA District. In Order to be considered for Award the Bidder's approved business plan shall be on file and serviced by the Detroit, MI District. Award will be made to the responsible bidder whose bid conforms to the invitation for bids and is most advantageous to the Government considering only price and price related factors. A Bid Bond must be submitted with the offer or the offer will be rejected. This action has been identified on the National Guard priority list for award if funds become available and the prices received are within an awardable range.					
11. The Contractor shall begin performance within <u>30</u> calendar days and complete it within <u>365</u> calendar days after receiving <input type="checkbox"/> award, <input checked="" type="checkbox"/> notice to proceed. This performance period is <input checked="" type="checkbox"/> mandatory, <input type="checkbox"/> negotiable. (See FAR 52.211-10 _____.)					
12 A. THE CONTRACTOR MUST FURNISH ANY REQUIRED PERFORMANCE AND PAYMENT BONDS? (If "YES," indicate within how many calendar days after award in Item 12B.) <input checked="" type="checkbox"/> YES <input type="checkbox"/> NO				12B. CALENDAR DAYS 30	
13. ADDITIONAL SOLICITATION REQUIREMENTS: A. Sealed offers in original and <u>1</u> copies to perform the work required are due at the place specified in Item 8 by <u>11:00 AM</u> (hour) local time <u>08 Dec 2022</u> (date). If this is a sealed bid solicitation, offers must be publicly opened at that time. Sealed envelopes containing offers shall be marked to show the offeror's name and address, the solicitation number, and the date and time offers are due. B. An offer guarantee <input checked="" type="checkbox"/> is, <input type="checkbox"/> is not required. C. All offers are subject to the (1) work requirements, and (2) other provisions and clauses incorporated in the solicitation in full text or by reference. D. Offers providing less than <u>90</u> calendar days for Government acceptance after the date offers are due will not be considered and will be rejected.					

(Construction, Alteration, or Repair)

14. NAME AND ADDRESS OF OFFEROR <i>(Include ZIP Code)</i>		15. TELEPHONE NO. <i>(Include area code)</i>
		16. REMITTANCE ADDRESS <i>(Include only if different than Item 14)</i>
		<b>See Item 14</b>
CODE	FACILITY CODE	

AMOUNTS	SEE SCHEDULE OF PRICES
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*(The offeror acknowledges receipt of amendments to the solicitation -- give number and date of each)*

[illegible]

20C. OFFER DATE

21. ITEMS ACCEPTED:
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22. AMOUNT	23. ACCOUNTING AND APPROPRIATION DATA
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25. OTHER THAN FULL AND OPEN COMPETITION PURSUANT TO  
☐ 10 U.S.C. 2304(c) ☐ 41 U.S.C. 253(c)

26. ADMINISTERED BY	CODE

27. PAYMENT WILL BE MADE BY:	CODE	
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<p><input type="checkbox"/> <b>28. NEGOTIATED AGREEMENT</b> (Contractor is required to sign this document and return _____ copies to issuing office.) Contractor agrees to furnish and deliver all items or perform all work, requisitions identified on this form and any continuation sheets for the consideration stated in this contract. The rights and obligations of the parties to this contract shall be governed by (a) this contract award, (b) the solicitation, and (c) the clauses, representations, certifications, and specifications or incorporated by reference in or attached to this contract.</p>	<p><input type="checkbox"/> <b>29. AWARD</b> (Contractor is not required to sign this document.) Your offer on this solicitation, is hereby accepted as to the items listed. This award consummates the contract, which consists of (a) the Government solicitation and your offer, and (b) this contract award. No further contractual document is necessary.</p>
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31A. NAME OF CONTRACTING OFFICER (Type or print)

30C. DATE

TEL:

FMATT:

31B. UNITED STATES OF AMERICA  
BY

31C. AWARD DATE	
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## Section 00010 - Solicitation Contract Form

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0001	Base Bid FFP Construct Maing Gate -All road areas except for around the Gatehouse will be asphalt as base bid. Pavement at the Gatehouse and vehicle inspection area will be concrete (areas with a large amount of stopping and turning). FOB: Destination PSC CD: Y1JZ	1	Job		

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NET AMT

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0002 OPTION	Bid Option 1 Concrete Pavement Approach FFP Bid Option 1 Concrete Pavement Approach Zone FOB: Destination PSC CD: Y1JZ	1	Job		

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NET AMT

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0003		1	Job		
OPTION	Bid Option 2 Concrete Pavement Response FFP Bid Option 2 Concrete Pavement Response Zone FOB: Destination PSC CD: Y1JZ				

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 NET AMT

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0004		1	Job		
OPTION	Bid Option 3 Skyline Concrete Culvert FFP Bid Option 3 Skyline Concrete Culvert FOB: Destination PSC CD: Y1JZ				

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 NET AMT

## INSPECTION AND ACCEPTANCE TERMS

Supplies/services will be inspected/accepted at:

CLIN	INSPECT AT	INSPECT BY	ACCEPT AT	ACCEPT BY
0001	Destination	Government	Destination	Government
0002	Destination	Government	Destination	Government
0003	Destination	Government	Destination	Government
0004	Destination	Government	Destination	Government

**DELIVERY INFORMATION**

CLIN	DELIVERY DATE	QUANTITY	SHIP TO ADDRESS	DODAAC / CAGE
0001	365 dys. ANP	1	110 CES ROBERT LONIEWSKY 3585 MUSTANG AVENUE BATTLE CREEK MI 49015-5512 269-969-3346 FOB: Destination	F6DLCE
0002	365 dys. ANP	1	(SAME AS PREVIOUS LOCATION) FOB: Destination	F6DLCE
0003	365 dys. ANP	1	(SAME AS PREVIOUS LOCATION) FOB: Destination	F6DLCE
0004	365 dys. ANP	1	(SAME AS PREVIOUS LOCATION) FOB: Destination	F6DLCE

**SECTION 00010****TABLE OF CONTENTS**

SOLICITATION, OFFER, AND AWARD SF 1442 and SF 1442 BACK  
SECTION 00010 - BID SCHEDULE, NOTES  
SECTION 00100 - INSTRUCTIONS, CONDITIONS AND NOTICES TO OFFERORS  
SECTION 00600 – REPRESENTATIONS & CERTIFICATIONS  
SECTION 00700 - CONTRACT CLAUSES  
SECTION 00800 - SPECIAL CONTRACT REQUIREMENTS

ATTACHMENT 1 - Battle Creek Main Gate B3 Submittal Book  
ATTACHMENT 2 - Battle Creek ANGB-Main Gate Design\_Specs\_B3\_17FEB2021  
ATTACHMENT 3 - Drawing Set - Battle Creek Main Gate B3  
ATTACHMENT 4 - Michigan National Guard Construction Division 01 Specifications

**SECTION 00010 NOTES****NOTES**

1. All information relating to this IFB, including pertinent changes/amendments and information will be posted on web site: <http://www.SAM.gov>.
2. Facsimile transmission of bid is **NOT** authorized. Electronic submission, to include emailing of bids, will **NOT** be accepted.
3. All information relating to this IFB, including pertinent changes/amendments and information will be posted on web site: <http://www.SAM.gov>. For security reasons, all potential offerors, plan rooms and printing companies are required to be registered in the GSA System for Award Management (SAM) database. Firms can register via the SAM internet site at <https://www.sam.gov/portal/public/SAM/>. Interested bidders are required to submit their representations and certifications at the same site.

4. A complete bid package must contain the following:
- (a) Offer, Standard Form (SF) 1442 front and back signed
  - (b) Section 00010 Line Items- all items must be priced
  - (c) **A Bid Bond and Power of Attorney is required along with the bid on the due date. The bid bond must be on a SF24 form. Rejection of a bid bond shall be in accordance with FAR 28.101-4 Noncompliance with bid guarantee requirements.**
  - (d) Section 00600, Representations and Certifications, completed and return only additional certifications found in this section In addition, the offeror must have entered current and complete data within the past year in Online Representations and Certifications at [www.sam.gov](http://www.sam.gov).
  - (e) When completing the "Offeror" portion of the SF 1442 (Blocks 14 – 20), an official having the authority to contractually bind the company must sign the SF 1442 in accordance with FAR 4.102. One copy of the SF1442 is required to have an original signature.
  - (f) All amendments to the solicitation must be acknowledged.
  - (g) Mark the front of the envelope with the following: **"BID No. W50S84-23-B-0001 Construct Base Main Entrance"**, and the Name and Address of Bidder. See Block 13A of SF 1442 for required number of copies.

MAIL OR HAND CARRY BIDS TO:

110 MSG/MSC  
MISSION SUPPORT CONTRACTING OFFICE  
150 LIGHTNING AVE. BLDG. 6913, RM 128  
BATTLE CREEK ANGB, MI  
49037

MARK SOLICITATION NUMBER ON THE EXTERIOR MAILING LABEL:  
W50S84-23-B-0001 MBMV099170, CONSTRUCT MAIN BASE ENTRANCE

5. Joint Venture Requirements - Parties wishing to propose as a joint venture must submit, with the Pro Forma documents, an executed copy of the joint venture agreement. The joint venture agreement shall be executed in accordance with FAR 4.102(d). Each joint venture partner shall submit evidence satisfactory to the Contracting Officer that its Board of Directors has approved its participation in the joint venture or by an instrument of similarly binding character in the case of an unincorporated entity. Offerors are reminded that to obtain an award the awardee, to include a joint venture, must be registered in the System for Award Management (SAM) database. Applicable to set-aside solicitations: Joint Ventures must meet applicable size standards (See FAR Subpart 19.1). Submit with the proposal any size determination for the Joint Venture entity received from the Small Business Administration. A Joint Venture where-in one party is not a small business may be referred to the Small Business Administration (IAW FAR 19.302 (b)) to determine eligibility. All questions regarding Joint Ventures must be directed to the Small Business Administration (SBA) and not the Contracting Officer.

End of Section 00010

## Section 00100 - Bidding Schedule/Instructions to Bidders

SECTION 00100

## SECTION 00100 INSTRUCTIONS, CONDITIONS, AND NOTICES TO OFFERORS

Description of the Project: MBMV099170, Construct Main Base Entrance. The project will clear and grub the site along vacated Skyline Drive and install AT/FP compliant perimeter fence, vehicle and personnel gates as needed. Sections of fence will be security fence/barriers as needed to provide a secure safety zone around the entry control facility. A new gatehouse with overhead protection at inbound vehicle lanes will be located within the access control zone. The gatehouse will conform to existing architectural standards, including brick exterior and standing seam metal roof. The new gatehouse will have a restroom and appropriate ballistic/impact protection. The project will provide new roadway for the approach zone and response zone including curbing, signage and drainage, active vehicle barriers (AVBs) at the end of the response zone, and security forces parking space before the barrier location for sufficient security overwatch. Area lighting and other site utilities including electrical, water, sewer, and communication service will be provided. The main gate receives vehicles of various sizes, ranging from personal automobiles to full size semitrailers with trailer lengths of 53 feet and overall length of 73.5 feet (AASHTO WB-67) daily. During construction projects on Base, the main gate area additionally serves as an entry point for trucks hauling materials to project sites.

CLIN 0001 Base Bid

CLIN 0002 Bid Option 1 Concrete Pavement Approach

CLIN 0003 Bid Option 2 Concrete Pavement Response

CLIN 0004 Bid Option 3 Skyline Concrete Culvert

1. Instructions to Bidders:

- 1.1 You are invited to submit a bid in response to our Invitation for Bids (IFB) entitled) W50S84-23-B-0001 entitled: Project#: MBMV099170, Construct Main Base Entrance
- 1.2 As a result of this solicitation, the Government intends to award a Firm Fixed Price (FFP) contract resulting from this solicitation to the responsible bidder whose bid, conforming to the invitation for bids, will be most advantageous to the Government, considering only price. This solicitation is set-aside 100% for 8(a) businesses.
- 1.3 This solicitation is set-aside 100% for 8(a) Contractors, in the Detroit, MI SBA District under NAICS 236220 which has a size standard of \$39.5M.

2. NOTICE OF PRE-BID CONFERENCE AND SITE VISIT:

- 2.1 A pre-bid conference will be conducted on 16 November 2022 at 10:00 AM local time for the purposes of briefing on the bid requirements and answering questions regarding this solicitation. This conference will be held at 110 Civil Engineering Squadron, 150 Canberra Street, Bldg 7020, Battle Creek, MI 49037. Interested Contractors are highly encouraged to attend the pre-bid conference. The site visit at the job site will be held following the conference.
- 2.2 Due to security conditions, all offerors must register to attend this conference and site visit. Please use the Bass Pass Pre-Enroll QR Code Form to register. (In Attachments)

Email the following information for all attendees to Michael Kitchell at the following addresses:

Site Visit - Points of Contact (POC)

Taylor Jamieson AND Major Robert Loniewsky

Address: [jamieson.taylor@us.af.mil](mailto:jamieson.taylor@us.af.mil) / [robert.loniewsky.2@us.af.mil](mailto:robert.loniewsky.2@us.af.mil)

Telephone: (269) 969-3347 / (269) 969-3363

Courtesy copy: [michael.kitchell.1@us.af.mil](mailto:michael.kitchell.1@us.af.mil)

The “Bass Pass Pre-Enroll QR Code Form” must be completed and received by **Major Robert Robert Loniewsky**, and **Mr. Jamieson Taylor** 3 business days prior to the Scheduled Site Visit. Please see the Solicitation. The pre access list is found in attachments for this solicitation on [www.sam.gov](http://www.sam.gov). Attachments within [www.sam.gov](http://www.sam.gov) OR email the POC’s below to retrieve the “Bass Pass Pre-Enroll QR Code Form” and “Access Form Directions” files.

Be aware that the following information will be needed to fill out the “Base Access Request Form”:

Last Name, First Name, Middle Name

Sr/Jr:

Date of Birth:

Driver’s License # or State / Federal ID #:

State of Issue:

Gender:

Race:

Nationality:

Company:

Foreign Visitors: **Must reach out for further guidance / information.**

Firm Name and Telephone Number

Visitor’s Name and Social Security No.

Drivers License

Citizenship

- 2.3 This information must be provided on the INCLUDED BASE ACCESS FORM in advance, 3 business days prior to the meeting, in order to ensure access to the military base and conference site and ensure adequate seating for the conference attendees. Even if you have access to the base you must register to ensure adequate seating. The furnishing of the above information is voluntary; however, your failure to furnish all or part of the requested information may result in the Government’s denial of your access to the pre-proposal conference. This information will be provided to the Base Security Forces who will authorize your entrance to the site.
- 2.4 Visitors must pick up their passes at the Installation’s Main Entry Gate prior to arrival. You will be required to present the following information upon arrival: (1) Vehicle Registration, (2) Valid Drivers License, (3) Proof of Insurance for Vehicle, (4) Safety Inspection and Car Rental agreement if applicable. Any of the above information furnished by you is protected under the Privacy Act and shall not be released unless permitted by law and/or you have consented to such.
- 2.5 Information provided at this conference or site visit shall not qualify the terms and conditions of the solicitation and specifications. Terms of the solicitation and specifications remain unchanged unless the solicitation is amended in writing. If an amendment is issued, normal procedures relating to the acknowledgment and receipt of solicitation amendments shall apply.
- 2.6 A record of the conference shall be made and furnished to all prospective bidders via posting at <http://www.sam.gov>. The record will include minutes of the meeting, including questions (on a non-attribution basis) and answers.

### 3. FORMAL COMMUNICATION, OFFEROR EXPLANATIONS:

- 3.1 Submit all questions in the format shown below by email to the contracting office at the addresses show below. Do NOT contact AE or Engineering personnel directly. Doing so will only delay your answer. All questions must come through the Contracting Office.



Subject Line: Reference No. SOLICITATION W50S84-23-B-0001 MBMV099170, Construct Main Base Entrance  
Email: [michael.kitchell.1@us.af.mil](mailto:michael.kitchell.1@us.af.mil)  
[127WG.MSC.Construction.Org@us.af.mil](mailto:127WG.MSC.Construction.Org@us.af.mil)

#### PRE-BID INQUIRY FORMAT

Date of Bid Inquiry: \_\_\_\_\_

From: \_\_\_\_\_ Company Name: \_\_\_\_\_

Address: \_\_\_\_\_

Phone Number: \_\_\_\_\_ Fax Number: \_\_\_\_\_

Email address: \_\_\_\_\_

Bid Inquiry: (Please clearly state your question) (If sent via an attachment word docs are preferred to facilitate posting of answers to the master Q&A document.)

- 3.2 Any explanation desired by an offeror regarding the meaning or interpretation of the solicitation, or proposals, drawings, specifications, etc. must be requested in writing and with sufficient time allowed for a reply to reach bidders before the submission of their bid.
- 3.3 All questions and requests for information (RFI) must be received NOT LATER THAN the fifth working day prior to bid opening. OFFERORS ARE STRONGLY ENCOURAGED TO SUBMIT QUESTIONS EARLY IN THIS PROCESS.
- 3.4 Any changes to the drawings, specifications, etc. will be issued in the form of an amendment. However, any answers that clarify or provide an interpretation to the drawings, specifications, etc. will NOT be posted via amendment but rather as a response to the RFI on [www.sam.gov](http://www.sam.gov) at <http://www.sam.gov>.
- 3.5 Receipt by the offeror must be acknowledged in the space provided on the SF 1442 or by returning a signed copy of the amendment by the time set for receipt of bids.
- 3.6 For security reasons, all technical and engineering data related to this solicitation will be distributed using the Contract Opportunities ([www.sam.gov](http://www.sam.gov)) system. Plans and specifications are locked on [www.sam.gov](http://www.sam.gov) and require Contractors to request explicit access from the Contracting Officer OR export controlled access through DLA. See complete instructions on [www.sam.gov](http://www.sam.gov). [www.sam.gov](http://www.sam.gov) is a web-based dissemination tool designed to safeguard acquisition-related information for all Federal agencies. Interested bidders/offerors must register with [www.sam.gov](http://www.sam.gov) before accessing the system.
- 3.6.1 Amendments, if/when issued will be posted to <http://www.sam.gov> for electronic downloading. This will normally be the only method of distributing amendments prior to closing; therefore, it is the offerors responsibility to check the website periodically for any amendments to the solicitation. Websites are occasionally inaccessible due to various reasons.

#### 4. BID REPOSITORY AND BID OPENING:

- 4.1 A bid repository is provided for hand carried and mailed bids and is located at

110 MSG/MSC  
110 MISSION SUPPORT CONTRACTING  
BLDG. 6913, RM 128  
150 LIGHTNING AVE.

BATTLE CREEK ANGB MI  
49037

Hand carried bids must be deposited in the repository prior to the time established for opening of bids. Bidders are cautioned that they will be required to sign-in and obtain a visitor's pass to enter the facility and should allow time to accomplish this. See instructions for obtain access to the base in the Site Visit instruction. However, the Battle Creek ANGB Base Access form must be used for access to Battle Creek Air National Guard Base. Follow the same instruction for obtaining entry to hand carry bid. Late receipt of bids due to entry delays may not be deemed excusable and the Contracting Officer may declare the bid "late" in accordance with FAR 14.304.

4.2 Mail Sealed Bids to:

110 MSG/MSC  
MISSION SUPPORT CONTRACTING OFFICE  
150 LIGHTNING AVE. Bldg. 6913, RM 129  
BATTLE CREEK ANGB, MI  
49037

MARK SOLICITATION NUMBER ON THE EXTERIOR LABEL:  
W50S84-23-B-0001 MBMV099170, CONSTRUCT MAIN BASE ENTRANCE

4.3 The bid opening will occur at the time and date specified in Block 13 of the SF1442 at:

The Wellness Center, Auditorium  
Building 6913  
150 Lightning Ave.  
Battle Creek, MI  
49037

All interested offerors and their major subcontractors are encouraged to attend the bid opening.

5. WAGE DETERMINATION:

5.1 Construction Wage Rates are applicable to this project are:

Building - MI20220079 11/04/2022  
Heavy MI20220053 10/21/2022  
Highway MI20220001 11/04/2022

as shown in Section 00800.

6. BID PREPARATION EXPENSES AND PRE-CONTRACT COSTS: This IFB does not commit the Government to pay costs incurred in preparation and submission of bids or for other costs incurred prior to award of a formal contract.

7. CLAUSES:

7.1 Clauses and provisions from the Federal Acquisition Regulation (FAR) and supplements thereto are incorporated in this document by reference and in full text. Those incorporated by reference have the same force and effect as if they were given in full text.

8. DISPOSITION OF UNSUCCESSFUL BIDS:

In compliance with FAR Subpart 4.8, the Government will retain one copy of all unsuccessful bids including the bid bond.

#### 9. OFFERORS QUALIFICATIONS:

- 9.1 To establish its responsibility, the apparent low bidder may be requested by the Government prior to award, to submit a statement regarding his previous experience in performing comparable work, his business and technical organization, financial and bonding resources and plant available to be used in performing the work. This action may be requested to determine if the contractor is responsible.

10. Brand Name/Sole Source Justification Requirements: N/A

END SECTION 00100

#### CLAUSES INCORPORATED BY REFERENCE

52.204-16	Commercial and Government Entity Code Reporting	AUG 2020
52.204-22	Alternative Line Item Proposal	JAN 2017
52.214-3	Amendments To Invitations For Bids	DEC 2016
52.214-4	False Statements In Bids	APR 1984
52.214-5	Submission Of Bids	DEC 2016
52.214-6	Explanation To Prospective Bidders	APR 1984
52.214-7	Late Submissions, Modifications, and Withdrawals of Bids	NOV 1999
52.214-18	Preparation of Bids-Construction	APR 1984
52.214-19	Contract Award-Sealed Bidding-Construction	AUG 1996
52.214-34	Submission Of Offers In The English Language	APR 1991
52.214-35	Submission Of Offers In U.S. Currency	APR 1991
52.222-5	Construction Wage Rate Requirements--Secondary Site of the Work	MAY 2014
252.204-7008	Compliance With Safeguarding Covered Defense Information Controls	OCT 2016

#### CLAUSES INCORPORATED BY FULL TEXT

##### 52.216-1 TYPE OF CONTRACT (APR 1984)

The Government contemplates award of a Firm Fixed Price contract resulting from this solicitation.

(End of provision)

##### 52.217-5 EVALUATION OF OPTIONS (JUL 1990)

Except when it is determined in accordance with FAR 17.206(b) not to be in the Government's best interests, the Government will evaluate offers for award purposes by adding the total price for all options to the total price for the basic requirement. Evaluation of options will not obligate the Government to exercise the option(s).

(End of provision)

## 52.219-2 EQUAL LOW BIDS. (OCT 1995)

(a) This provision applies to small business concerns only.

(b) The bidder's status as a labor surplus area (LSA) concern may affect entitlement to award in case of tie bids. If the bidder wishes to be considered for this priority, the bidder must identify, in the following space, the LSA in which the costs to be incurred on account of manufacturing or production (by the bidder or the first-tier subcontractors) amount to more than 50 percent of the contract price.

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(c) Failure to identify the labor surplus area as specified in paragraph (b) of this provision will preclude the bidder from receiving priority consideration. If the bidder is awarded a contract as a result of receiving priority consideration under this provision and would not have otherwise received award, the bidder shall perform the contract or cause the contract to be performed in accordance with the obligations of an LSA concern.

## 52.222-23 NOTICE OF REQUIREMENT FOR AFFIRMATIVE ACTION TO ENSURE EQUAL EMPLOYMENT OPPORTUNITY FOR CONSTRUCTION (FEB 1999)

(a) The offeror's attention is called to the Equal Opportunity clause and the Affirmative Action Compliance Requirements for Construction clause of this solicitation.

(b) The goals for minority and female participation, expressed in percentage terms for the Contractor's aggregate workforce in each trade on all construction work in the covered area, are as follows:

Goals for minority participation for each trade	Goals for female participation for each trade
7.2%	6.9%

These goals are applicable to all the Contractor's construction work performed in the covered area. If the Contractor performs construction work in a geographical area located outside of the covered area, the Contractor shall apply the goals established for the geographical area where the work is actually performed. Goals are published periodically in the Federal Register in notice form, and these notices may be obtained from any Office of Federal Contract Compliance Programs office.

(c) The Contractor's compliance with Executive Order 11246, as amended, and the regulations in 41 CFR 60-4 shall be based on (1) its implementation of the Equal Opportunity clause, (2) specific affirmative action obligations required by the clause entitled "Affirmative Action Compliance Requirements for Construction," and (3) its efforts to meet the goals. The hours of minority and female employment and training must be substantially uniform throughout the length of the contract, and in each trade. The Contractor shall make a good faith effort to employ minorities and women evenly on each of its projects. The transfer of minority or female employees or trainees from Contractor to Contractor, or from project to project, for the sole purpose of meeting the Contractor's goals shall be a violation of the contract, Executive Order 11246, as amended, and the regulations in 41 CFR 60-4. Compliance with the goals will be measured against the total work hours performed.

(d) The Contractor shall provide written notification to the Deputy Assistant Secretary for Federal Contract Compliance, U.S. Department of Labor, within 10 working days following award of any construction subcontract in

excess of \$10,000 at any tier for construction work under the contract resulting from this solicitation. The notification shall list the --

- (1) Name, address, and telephone number of the subcontractor;
- (2) Employer's identification number of the subcontractor;
- (3) Estimated dollar amount of the subcontract;
- (4) Estimated starting and completion dates of the subcontract; and
- (5) Geographical area in which the subcontract is to be performed.

(e) As used in this Notice, and in any contract resulting from this solicitation, the "covered area" is **Battle Creek ANGB, Michigan, Calhoun County – Battle Creek, MI**

(End of provision)

#### 52.225-10 NOTICE OF BUY AMERICAN REQUIREMENT--CONSTRUCTION MATERIALS (MAY 2014) ALTERNATE I (MAY 2014)

(a) Definitions. "Commercially available off-the-shelf (COTS) item," "construction material," "domestic construction material," and "foreign construction material," as used in this provision, are defined in the clause of this solicitation entitled "Buy American --Construction Materials" (Federal Acquisition Regulation (FAR) clause 52.225-9).

(b) Requests for determinations of inapplicability. An offeror requesting a determination regarding the inapplicability of the Buy American statute shall submit the request with its offer, including the information and applicable supporting data required by paragraphs (c) and (d) of the clause at FAR 52.225-9.

(c) Evaluation of offers. (1) The Government will evaluate an offer requesting exception to the requirements of the Buy American Act, based on claimed unreasonable cost of domestic construction material, by adding to the offered price the appropriate percentage of the cost of such foreign construction material, as specified in paragraph (b)(3)(i) of the clause at FAR 52.225-9.

(2) If evaluation results in a tie between an offeror that requested the substitution of foreign construction material based on unreasonable cost and an offeror that did not request an exception, the Contracting Officer will award to the offeror that did not request an exception based on unreasonable cost.

(d) Alternate offers.

(1) When an offer includes foreign construction material not listed by the Government in this solicitation in paragraph (b)(2) of the clause at FAR 52.225-9, the offeror also may submit an alternate offer based on use of equivalent domestic construction material.

(2) If an alternate offer is submitted, the offeror shall submit a separate Standard Form 1442 for the alternate offer, and a separate price comparison table prepared in accordance with paragraphs (c) and (d) of the clause at FAR 52.225-9 for the offer that is based on the use of any foreign construction material for which the Government has not yet determined an exception applies.

(3) If the Government determines that a particular exception requested in accordance with paragraph (c) of the clause at FAR 52.225-9 does not apply, the Government will evaluate only those offers based on use of the

equivalent domestic construction material, and the offeror shall be required to furnish such domestic construction material. An offer based on use of the foreign construction material for which an exception was requested--

(i) Will be rejected as nonresponsive if this acquisition is conducted by sealed bidding; or

(ii) May be accepted if revised during negotiations.

(End of provision)

#### 52.228-1 BID GUARANTEE (SEP 1996)

(a) Failure to furnish a bid guarantee in the proper form and amount, by the time set for opening of bids, may be cause for rejection of the bid.

(b) The bidder shall furnish a bid guarantee in the form of a firm commitment, e.g., bid bond supported by good and sufficient surety or sureties acceptable to the Government, postal money order, certified check, cashier's check, irrevocable letter of credit, or, under Treasury Department regulations, certain bonds or notes of the United States. The Contracting Officer will return bid guarantees, other than bid bonds, (1) to unsuccessful bidders as soon as practicable after the opening of bids, and (2) to the successful bidder upon execution of contractual documents and bonds (including any necessary coinsurance or reinsurance agreements), as required by the bid as accepted.-

(c) The amount of the bid guarantee shall be 20 percent of the bid price or \$3,000,000.00, whichever is less.-

(d) If the successful bidder, upon acceptance of its bid by the Government within the period specified for acceptance, fails to execute all contractual documents or furnish executed bond(s) within 10 days after receipt of the forms by the bidder, the Contracting Officer may terminate the contract for default.-

(e) In the event the contract is terminated for default, the bidder is liable for any cost of acquiring the work that exceeds the amount of its bid, and the bid guarantee is available to offset the difference.

(End of provision)

#### 52.233-2 SERVICE OF PROTEST (SEP 2006)

(a) Protests, as defined in section 33.101 of the Federal Acquisition Regulation, that are filed directly with an agency, and copies of any protests that are filed with the Government Accountability Office (GAO), shall be served on the Contracting Officer (addressed as follows) by obtaining written and dated acknowledgment of receipt from

127th Contracting Office, 43200 Maple Street Bldg. 105, Selfridge ANGB, MI 48045

OR

Office of the General Counsel  
Attn: NGB Protest Decision Authority  
111 South George Mason Drive, AH2  
Arlington VA 22204-1373  
FAX: 703-607-3684 or 3682

(b) The copy of any protest shall be received in the office designated above within one day of filing a protest with the GAO.

(End of provision)

52.236-27 SITE VISIT (CONSTRUCTION) (FEB 1995)

(a) The clauses at 52.236-2, Differing Site Conditions, and 52.236-3, Site Investigations and Conditions Affecting the Work, will be included in any contract awarded as a result of this solicitation. Accordingly, offerors or quoters are urged and expected to inspect the site where the work will be performed.

(b) Site visits may be arranged during normal duty hours by contacting:

16 November 2022  
10:00 AM EST

The address to the base is:  
Contractors' East Gate  
3367 West Dickman Rd.  
Battle Creek, MI 49037

This conference will be held at:  
The Wellness Center, Auditorium  
Building 6913  
150 Lightning Ave.  
Battle Creek, MI 49037

**Please use the Bass Pass Pre-Enroll QR Code Form to register.** (In Attachments)

Interested Contractors are highly encouraged to attend the pre-bid conference. The site visit will be held following the conference. (This is Battle Creek ANGB, MI)

(End of provision)

52.252-1 SOLICITATION PROVISIONS INCORPORATED BY REFERENCE (FEB 1998)

This solicitation incorporates one or more solicitation provisions by reference, with the same force and effect as if they were given in full text. Upon request, the Contracting Officer will make their full text available. The offeror is cautioned that the listed provisions may include blocks that must be completed by the offeror and submitted with its quotation or offer. In lieu of submitting the full text of those provisions, the offeror may identify the provision by paragraph identifier and provide the appropriate information with its quotation or offer. Also, the full text of a solicitation provision may be accessed electronically at this/these address(es):

<https://www.acquisition.gov/dfars>  
<https://www.acquisition.gov/browse/index/far>

(End of provision)

52.252-3 ALTERATIONS IN SOLICITATION (APR 1984)

Portions of this solicitation are altered as follows:

Per amendment to the solicitation

52.252-5 AUTHORIZED DEVIATIONS IN PROVISIONS (NOV 2020)

- (a) The use in this solicitation of any Federal Acquisition Regulation (48 CFR Chapter 1) provision with an authorized deviation is indicated by the addition of "(DEVIATION)" after the date of the provision.
- (b) The use in this solicitation of any Defense Federal Acquisition Regulation (48 CFR Chapter 2) provision with an authorized deviation is indicated by the addition of "(DEVIATION)" after the name of the regulation.

(End of provision)



## Section 00600 - Representations &amp; Certifications

## CLAUSES INCORPORATED BY REFERENCE

52.209-7	Information Regarding Responsibility Matters	OCT 2018
52.209-13	Violation of Arms Control Treaties or Agreements -- Certification	NOV 2021

## CLAUSES INCORPORATED BY FULL TEXT

## 52.204-8 ANNUAL REPRESENTATIONS AND CERTIFICATIONS (MAY 2022)

(a)(1) The North American Industry Classification System (NAICS) code for this acquisition is 236220.

(2) The small business size standard is \$39,500,000.

(3) The small business size standard for a concern that submits an offer, other than on a construction or service acquisition, but proposes to furnish an end item that it did not itself manufacture, process, or produce is 500 employees if the acquisition--

(i) Is set aside for small business and has a value above the simplified acquisition threshold;

(ii) Uses the HUBZone price evaluation preference regardless of dollar value, unless the offeror waives the price evaluation preference; or

(iii) Is an 8(a), HUBZone, service-disabled veteran-owned, economically disadvantaged women-owned, or women-owned small business set-aside or sole-source award regardless of dollar value.

(b)(1) If the provision at 52.204-7, System for Award Management, is included in this solicitation, paragraph (d) of this provision applies.

(2) If the provision at 52.204-7, System for Award Management, is not included in this solicitation, and the Offeror has an active registration in the System for Award Management (SAM), the Offeror may choose to use paragraph (d) of this provision instead of completing the corresponding individual representations and certifications in the solicitation. The Offeror shall indicate which option applies by checking one of the following boxes:

(        ) Paragraph (d) applies.

(        ) Paragraph (d) does not apply and the offeror has completed the individual representations and certifications in the solicitation.

(c) (1) The following representations or certifications in SAM are applicable to this solicitation as indicated:

(i) 52.203-2, Certificate of Independent Price Determination. This provision applies to solicitations when a firm-fixed-price contract or fixed-price contract with economic price adjustment is contemplated, unless—

(A) The acquisition is to be made under the simplified acquisition procedures in Part 13;

(B) The solicitation is a request for technical proposals under two-step sealed bidding procedures; or

(C) The solicitation is for utility services for which rates are set by law or regulation.

(ii) 52.203-11, Certification and Disclosure Regarding Payments to Influence Certain Federal Transactions. This provision applies to solicitations expected to exceed \$150,000.

(iii) 52.203-18, Prohibition on Contracting with Entities that Require Certain Internal Confidentiality Agreements or Statements--Representation. This provision applies to all solicitations.

(iv) 52.204-3, Taxpayer Identification. This provision applies to solicitations that do not include the provision at 52.204-7, System for Award Management.

(v) 52.204-5, Women-Owned Business (Other Than Small Business). This provision applies to solicitations that—

(A) Are not set aside for small business concerns;

(B) Exceed the simplified acquisition threshold; and

(C) Are for contracts that will be performed in the United States or its outlying areas.

(vi) 52.204-26, Covered Telecommunications Equipment or Services--Representation. This provision applies to all solicitations.

(vii) 52.209-2, Prohibition on Contracting with Inverted Domestic Corporations--Representation.

(viii) 52.209-5, Certification Regarding Responsibility Matters. This provision applies to solicitations where the contract value is expected to exceed the simplified acquisition threshold.

(ix) 52.209-11, Representation by Corporations Regarding Delinquent Tax Liability or a Felony Conviction under any Federal Law. This provision applies to all solicitations.

(x) 52.214-14, Place of Performance--Sealed Bidding. This provision applies to invitations for bids except those in which the place of performance is specified by the Government.

(xi) 52.215-6, Place of Performance. This provision applies to solicitations unless the place of performance is specified by the Government.

(xii) 52.219-1, Small Business Program Representations (Basic, Alternates I, and II). This provision applies to solicitations when the contract is for supplies to be delivered or services to be performed in the United States or its outlying areas, or when the contracting officer has applied part 19 in accordance with 19.000(b)(1)(ii).

(A) The basic provision applies when the solicitations are issued by other than DoD, NASA, and the Coast Guard.

(B) The provision with its Alternate I applies to solicitations issued by DoD, NASA, or the Coast Guard.

(C) The provision with its Alternate II applies to solicitations that will result in a multiple-award contract with more than one NAICS code assigned.

(xiii) 52.219-2, Equal Low Bids. This provision applies to solicitations when contracting by sealed bidding and the contract is for supplies to be delivered or services to be performed in the United States or its outlying areas, or when the contracting officer has applied part 19 in accordance with 19.000(b)(1)(ii).

(xiv) 52.222-22, Previous Contracts and Compliance Reports. This provision applies to solicitations that include the clause at 52.222-26, Equal Opportunity.

(xv) 52.222-25, Affirmative Action Compliance. This provision applies to solicitations, other than those for construction, when the solicitation includes the clause at 52.222-26, Equal Opportunity.

(xvi) 52.222-38, Compliance with Veterans' Employment Reporting Requirements. This provision applies to solicitations when it is anticipated the contract award will exceed the simplified acquisition threshold and the contract is not for acquisition of commercial products or commercial services.

(xvii) 52.223-1, Biobased Product Certification. This provision applies to solicitations that require the delivery or specify the use of USDA-designated items; or include the clause at 52.223-2, Affirmative Procurement of Biobased Products Under Service and Construction Contracts.

(xviii) 52.223-4, Recovered Material Certification. This provision applies to solicitations that are for, or specify the use of, EPA- designated items.

(xix) 52.223-22, Public Disclosure of Greenhouse Gas Emissions and Reduction Goals--Representation. This provision applies to solicitations that include the clause at 52.204-7.)

(xx) 52.225-2, Buy American Certificate. This provision applies to solicitations containing the clause at 52.225-1.

(xxi) 52.225-4, Buy American--Free Trade Agreements--Israeli Trade Act Certificate. (Basic, Alternates I, II, and III.) This provision applies to solicitations containing the clause at 52.225- 3.

(A) If the acquisition value is less than \$25,000, the basic provision applies.

(B) If the acquisition value is \$25,000 or more but is less than \$50,000, the provision with its Alternate I applies.

(C) If the acquisition value is \$50,000 or more but is less than \$92,319, the provision with its Alternate II applies.

(D) If the acquisition value is \$92,319 or more but is less than \$100,000, the provision with its Alternate III applies.

(xxii) 52.225-6, Trade Agreements Certificate. This provision applies to solicitations containing the clause at 52.225-5.

(xxiii) 52.225-20, Prohibition on Conducting Restricted Business Operations in Sudan--Certification. This provision applies to all solicitations.

(xxiv) 52.225-25, Prohibition on Contracting with Entities Engaging in Certain Activities or Transactions Relating to Iran—Representation and Certification. This provision applies to all solicitations.

(xxv) 52.226-2, Historically Black College or University and Minority Institution Representation. This provision applies to solicitations for research, studies, supplies, or services of the type normally acquired from higher educational institutions.

(2) The following representations or certifications are applicable as indicated by the Contracting Officer:

(i) 52.204-17, Ownership or Control of Offeror.

(ii) 52.204-20, Predecessor of Offeror.

(iii) 52.222-18, Certification Regarding Knowledge of Child Labor for Listed End Products.

(iv) 52.222-48, Exemption from Application of the Service Contract Labor Standards to Contracts for Maintenance, Calibration, or Repair of Certain Equipment--Certification.

(v) 52.222-52 Exemption from Application of the Service Contract Labor Standards to Contracts for Certain Services--Certification.

(vi) 52.223-9, with its Alternate I, Estimate of Percentage of Recovered Material Content for EPA-Designated Products (Alternate I only).

(vii) 52.227-6, Royalty Information.

(A) Basic.

(B) Alternate I.

(viii) 52.227-15, Representation of Limited Rights Data and Restricted Computer Software.

(d) The Offeror has completed the annual representations and certifications electronically in SAM accessed through <https://www.sam.gov>. After reviewing the SAM information, the Offeror verifies by submission of the offer that the representations and certifications currently posted electronically that apply to this solicitation as indicated in paragraph (c) of this provision have been entered or updated within the last 12 months, are current, accurate, complete, and applicable to this solicitation (including the business size standard applicable to the NAICS code referenced for this solicitation), as of the date of this offer and are incorporated in this offer by reference (see FAR 4.1201); except for the changes identified below [      offeror to insert changes, identifying change by clause number, title, date]. These amended representation(s) and/or certification(s) are also incorporated in this offer and are current, accurate, and complete as of the date of this offer.

FAR Clause	Title	Date	Change
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Any changes provided by the offeror are applicable to this solicitation only, and do not result in an update to the representations and certifications posted on SAM.

(End of provision)

#### 52.204-24 REPRESENTATION REGARDING CERTAIN TELECOMMUNICATIONS AND VIDEO SURVEILLANCE SERVICES OR EQUIPMENT (NOV 2021)

The Offeror shall not complete the representation at paragraph (d)(1) of this provision if the Offeror has represented that it "does not provide covered telecommunications equipment or services as a part of its offered products or services to the Government in the performance of any contract, subcontract, or other contractual instrument" in paragraph (c)(1) in the provision at 52.204-26, Covered Telecommunications Equipment or Services--Representation, or in paragraph (v)(2)(i) of the provision at 52.212-3, Offeror Representations and Certifications--

Commercial Products and Commercial Services. The Offeror shall not complete the representation in paragraph (d)(2) of this provision if the Offeror has represented that it "does not use covered telecommunications equipment or services, or any equipment, system, or service that uses covered telecommunications equipment or services" in paragraph (c)(2) of the provision at 52.204-26, or in paragraph (v)(2)(ii) of the provision at 52.212-3.

(a) Definitions. As used in this provision-

Backhaul, covered telecommunications equipment or services, critical technology, interconnection arrangements, reasonable inquiry, roaming, and substantial or essential component have the meanings provided in the clause 52.204-25, Prohibition on Contracting for Certain Telecommunications and Video Surveillance Services or Equipment.

(b) Prohibition.

(1) Section 889(a)(1)(A) of the John S. McCain National Defense Authorization Act for Fiscal Year 2019 (Pub. L. 115-232) prohibits the head of an executive agency on or after August 13, 2019, from procuring or obtaining, or extending or renewing a contract to procure or obtain, any equipment, system, or service that uses covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system. Nothing in the prohibition shall be construed to--

(i) Prohibit the head of an executive agency from procuring with an entity to provide a service that connects to the facilities of a third-party, such as backhaul, roaming, or interconnection arrangements; or

(ii) Cover telecommunications equipment that cannot route or redirect user data traffic or cannot permit visibility into any user data or packets that such equipment transmits or otherwise handles.

(2) Section 889(a)(1)(B) of the John S. McCain National Defense Authorization Act for Fiscal Year 2019 (Pub. L. 115-232) prohibits the head of an executive agency on or after August 13, 2020, from entering into a contract or extending or renewing a contract with an entity that uses any equipment, system, or service that uses covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system. This prohibition applies to the use of covered telecommunications equipment or services, regardless of whether that use is in performance of work under a Federal contract. Nothing in the prohibition shall be construed to--

(i) Prohibit the head of an executive agency from procuring with an entity to provide a service that connects to the facilities of a third-party, such as backhaul, roaming, or interconnection arrangements; or

(ii) Cover telecommunications equipment that cannot route or redirect user data traffic or cannot permit visibility into any user data or packets that such equipment transmits or otherwise handles.

(c) Procedures. The Offeror shall review the list of excluded parties in the System for Award Management (SAM) (<https://www.sam.gov>) for entities excluded from receiving federal awards for "covered telecommunications equipment or services."

(d) Representations. The Offeror represents that--

(1) It [ ☐ ] will, [ ☐ ] will not provide covered telecommunications equipment or services to the Government in the performance of any contract, subcontract or other contractual instrument resulting from this solicitation. The Offeror shall provide the additional disclosure information required at paragraph (e)(1) of this section if the Offeror responds "will" in paragraph (d)(1) of this section; and

(2) After conducting a reasonable inquiry, for purposes of this representation, the Offeror represents that--

It [ ☐ ] does, [ ☐ ] does not use covered telecommunications equipment or services, or use any equipment, system, or service that uses covered telecommunications equipment or services. The Offeror shall provide the

additional disclosure information required at paragraph (e)(2) of this section if the Offeror responds "does" in paragraph (d)(2) of this section.

(e) Disclosures.

(1) Disclosure for the representation in paragraph (d)(1) of this provision. If the Offeror has responded "will" in the representation in paragraph (d)(1) of this provision, the Offeror shall provide the following information as part of the offer:

(i) For covered equipment--

(A) The entity that produced the covered telecommunications equipment (include entity name, unique entity identifier, CAGE code, and whether the entity was the original equipment manufacturer (OEM) or a distributor, if known);

(B) A description of all covered telecommunications equipment offered (include brand; model number, such as OEM number, manufacturer part number, or wholesaler number; and item description, as applicable); and

(C) Explanation of the proposed use of covered telecommunications equipment and any factors relevant to determining if such use would be permissible under the prohibition in paragraph (b)(1) of this provision.

(ii) For covered services--

(A) If the service is related to item maintenance: A description of all covered telecommunications services offered (include on the item being maintained: Brand; model number, such as OEM number, manufacturer part number, or wholesaler number; and item description, as applicable); or

(B) If not associated with maintenance, the Product Service Code (PSC) of the service being provided; and explanation of the proposed use of covered telecommunications services and any factors relevant to determining if such use would be permissible under the prohibition in paragraph (b)(1) of this provision.

(2) Disclosure for the representation in paragraph (d)(2) of this provision. If the Offeror has responded "does" in the representation in paragraph (d)(2) of this provision, the Offeror shall provide the following information as part of the offer:

(i) For covered equipment--

(A) The entity that produced the covered telecommunications equipment (include entity name, unique entity identifier, CAGE code, and whether the entity was the OEM or a distributor, if known);

(B) A description of all covered telecommunications equipment offered (include brand; model number, such as OEM number, manufacturer part number, or wholesaler number; and item description, as applicable); and

(C) Explanation of the proposed use of covered telecommunications equipment and any factors relevant to determining if such use would be permissible under the prohibition in paragraph (b)(2) of this provision.

(ii) For covered services--

(A) If the service is related to item maintenance: A description of all covered telecommunications services offered (include on the item being maintained: Brand; model number, such as OEM number, manufacturer part number, or wholesaler number; and item description, as applicable); or

(B) If not associated with maintenance, the PSC of the service being provided; and explanation of the proposed use of covered telecommunications services and any factors relevant to determining if such use would be permissible under the prohibition in paragraph (b)(2) of this provision.

(End of provision)

52.204-26 COVERED TELECOMMUNICATIONS EQUIPMENT OR SERVICES--REPRESENTATION (OCT 2020)

(a) Definitions. As used in this provision, "covered telecommunications equipment or services" and "reasonable inquiry" have the meaning provided in the clause 52.204-25, Prohibition on Contracting for Certain Telecommunications and Video Surveillance Services or Equipment.

(b) Procedures. The Offeror shall review the list of excluded parties in the System for Award Management (SAM) (<https://www.sam.gov>) for entities excluded from receiving federal awards for "covered telecommunications equipment or services".

(c) Representations.

(1) The Offeror represents that it [ \_\_\_\_ ] does, [ \_\_\_\_ ] does not provide covered telecommunications equipment or services as a part of its offered products or services to the Government in the performance of any contract, subcontract, or other contractual instrument.

(2) After conducting a reasonable inquiry for purposes of this representation, the offeror represents that it [ \_\_\_\_ ] does, [ \_\_\_\_ ] does not use covered telecommunications equipment or services, or any equipment, system, or service that uses covered telecommunications equipment or services.

(End of provision)

252.203-7005 REPRESENTATION RELATING TO COMPENSATION OF FORMER DOD OFFICIALS (NOV 2011)

(a) Definition. Covered DoD official is defined in the clause at 252.203-7000, Requirements Relating to Compensation of Former DoD Officials.

(b) By submission of this offer, the offeror represents, to the best of its knowledge and belief, that all covered DoD officials employed by or otherwise receiving compensation from the offeror, and who are expected to undertake activities on behalf of the offeror for any resulting contract, are presently in compliance with all post-employment restrictions covered by 18 U.S.C. 207, 41 U.S.C. 2101-2107, and 5 CFR parts 2637 and 2641, including Federal Acquisition Regulation 3.104-2.

(End of provision)

252.204-7007 ALTERNATE A, ANNUAL REPRESENTATIONS AND CERTIFICATIONS (MAY 2021)

Substitute the following paragraphs (b), (d) and (e) for paragraphs (b) and (d) of the provision at FAR 52.204-8:

(b)(1) If the provision at FAR 52.204-7, System for Award Management, is included in this solicitation, paragraph (e) of this provision applies.

(2) If the provision at FAR 52.204-7, System for Award Management, is not included in this solicitation, and the Offeror has an active registration in the System for Award Management (SAM), the Offeror may choose to use paragraph (e) of this provision instead of completing the corresponding individual representations and certifications in the solicitation. The Offeror shall indicate which option applies by checking one of the following boxes:

☐ (i) Paragraph (e) applies.

☐ (ii) Paragraph (e) does not apply and the Offeror has completed the individual representations and certifications in the solicitation.

(d)(1) The following representations or certifications in the SAM database are applicable to this solicitation as indicated:

(i) 252.204-7016, Covered Defense Telecommunications Equipment or Services--Representation. Applies to all solicitations.

(ii) 252.216-7008, Economic Price Adjustment--Wage Rates or Material Prices Controlled by a Foreign Government. Applies to solicitations for fixed-price supply and service contracts when the contract is to be performed wholly or in part in a foreign country, and a foreign government controls wage rates or material prices and may during contract performance impose a mandatory change in wages or prices of materials.

(iii) 252.225-7042, Authorization to Perform. Applies to all solicitations when performance will be wholly or in part in a foreign country.

(iv) 252.225-7049, Prohibition on Acquisition of Certain Foreign Commercial Satellite Services--Representations. Applies to solicitations for the acquisition of commercial satellite services.

(v) 252.225-7050, Disclosure of Ownership or Control by the Government of a Country that is a State Sponsor of Terrorism. Applies to all solicitations expected to result in contracts of \$150,000 or more.

(vi) 252.229-7012, Tax Exemptions (Italy)--Representation. Applies to solicitations when contract performance will be in Italy.

(vii) 252.229-7013, Tax Exemptions (Spain)--Representation. Applies to solicitations when contract performance will be in Spain.

(viii) 252.247-7022, Representation of Extent of Transportation by Sea. Applies to all solicitations except those for direct purchase of ocean transportation services or those with an anticipated value at or below the simplified acquisition threshold.

(2) The following representations or certifications in SAM are applicable to this solicitation as indicated by the Contracting Officer: [Contracting Officer check as appropriate.]

☐ (i) 252.209-7002, Disclosure of Ownership or Control by a Foreign Government.

☐ (ii) 252.225-7000, Buy American--Balance of Payments Program Certificate.

☐ (iii) 252.225-7020, Trade Agreements Certificate.

☐ Use with Alternate I.

☐ (iv) 252.225-7031, Secondary Arab Boycott of Israel.

☐ (v) 252.225-7035, Buy American--Free Trade Agreements--Balance of Payments Program Certificate.



\_\_\_\_ Use with Alternate I.

\_\_\_\_ Use with Alternate II.

\_\_\_\_ Use with Alternate III.

\_\_\_\_ Use with Alternate IV.

\_\_\_\_ Use with Alternate V.

\_\_\_\_ (vi) 252.226-7002, Representation for Demonstration Project for Contractors Employing Persons with Disabilities.

\_\_\_\_ (vii) 252.232-7015, Performance-Based Payments--Representation.

(e) The Offeror has completed the annual representations and certifications electronically via the SAM website at <https://www.acquisition.gov/>. After reviewing the SAM database information, the Offeror verifies by submission of the offer that the representations and certifications currently posted electronically that apply to this solicitation as indicated in FAR 52.204-8(c) and paragraph (d) of this provision have been entered or updated within the last 12 months, are current, accurate, complete, and applicable to this solicitation (including the business size standard applicable to the NAICS code referenced for this solicitation), as of the date of this offer, and are incorporated in this offer by reference (see FAR 4.1201); except for the changes identified below [Offeror to insert changes, identifying change by provision number, title, date \_\_\_\_]. These amended representation(s) and/or certification(s) are also incorporated in this offer and are current, accurate, and complete as of the date of this offer.

FAR/DFARS provision No.	Title	Date	Change

Any changes provided by the Offeror are applicable to this solicitation only, and do not result in an update to the representations and certifications located in the SAM database.

(End of provision)

#### 252.204-7016 COVERED DEFENSE TELECOMMUNICATIONS EQUIPMENT OR SERVICES -- REPRESENTATION (DEC 2019)

(a) Definitions. As used in this provision, covered defense telecommunications equipment or services has the meaning provided in the clause 252.204-7018, Prohibition on the Acquisition of Covered Defense Telecommunications Equipment or Services.

(b) Procedures. The Offeror shall review the list of excluded parties in the System for Award Management (SAM) (<https://www.sam.gov>) for entities excluded from receiving federal awards for “covered defense telecommunications equipment or services”.

(c) Representation. The Offeror represents that it [ ] does, [ ] does not provide covered defense telecommunications equipment or services as a part of its offered products or services to the Government in the performance of any contract, subcontract, or other contractual instrument.

(End of provision)

252.204-7017 PROHIBITION ON THE ACQUISITION OF COVERED DEFENSE TELECOMMUNICATIONS EQUIPMENT OR SERVICES--REPRESENTATION (MAY 2021)

The Offeror is not required to complete the representation in this provision if the Offeror has represented in the provision at 252.204-7016, Covered Defense Telecommunications Equipment or Services--Representation, that it “does not provide covered defense telecommunications equipment or services as a part of its offered products or services to the Government in the performance of any contract, subcontract, or other contractual instrument.”

(a) Definitions. Covered defense telecommunications equipment or services, covered mission, critical technology, and substantial or essential component, as used in this provision, have the meanings given in the 252.204-7018 clause, Prohibition on the Acquisition of Covered Defense Telecommunications Equipment or Services, of this solicitation.

(b) Prohibition. Section 1656 of the National Defense Authorization Act for Fiscal Year 2018 (Pub. L. 115-91) prohibits agencies from procuring or obtaining, or extending or renewing a contract to procure or obtain, any equipment, system, or service to carry out covered missions that uses covered defense telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system.

(c) Procedures. The Offeror shall review the list of excluded parties in the System for Award Management (SAM) at <https://www.sam.gov> for entities that are excluded when providing any equipment, system, or service to carry out covered missions that uses covered defense telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system, unless a waiver is granted.

(d) Representation. If in its annual representations and certifications in SAM the Offeror has represented in paragraph (c) of the provision at 252.204-7016, Covered Defense Telecommunications Equipment or Services--Representation, that it “does” provide covered defense telecommunications equipment or services as a part of its offered products or services to the Government in the performance of any contract, subcontract, or other contractual instrument, then the Offeror shall complete the following additional representation:

The Offeror represents that it ☐ will ☐ will not provide covered defense telecommunications equipment or services as a part of its offered products or services to DoD in the performance of any award resulting from this solicitation.

(e) Disclosures. If the Offeror has represented in paragraph (d) of this provision that it “will provide covered defense telecommunications equipment or services,” the Offeror shall provide the following information as part of the offer:

(1) A description of all covered defense telecommunications equipment and services offered (include brand or manufacturer; product, such as model number, original equipment manufacturer (OEM) number, manufacturer part number, or wholesaler number; and item description, as applicable).

(2) An explanation of the proposed use of covered defense telecommunications equipment and services and any factors relevant to determining if such use would be permissible under the prohibition referenced in paragraph (b) of this provision.

(3) For services, the entity providing the covered defense telecommunications services (include entity name, unique entity identifier, and Commercial and Government Entity (CAGE) code, if known).

(4) For equipment, the entity that produced or provided the covered defense telecommunications equipment (include entity name, unique entity identifier, CAGE code, and whether the entity was the OEM or a distributor, if known).

(End of provision)

## Section 00700 - Contract Clauses

## CLAUSES INCORPORATED BY REFERENCE

52.202-1	Definitions	JUN 2020
52.203-3	Gratuities	APR 1984
52.203-5	Covenant Against Contingent Fees	MAY 2014
52.203-6	Restrictions On Subcontractor Sales To The Government	JUN 2020
52.203-7	Anti-Kickback Procedures	JUN 2020
52.203-8	Cancellation, Rescission, and Recovery of Funds for Illegal or Improper Activity	MAY 2014
52.203-10	Price Or Fee Adjustment For Illegal Or Improper Activity	MAY 2014
52.203-12	Limitation On Payments To Influence Certain Federal Transactions	JUN 2020
52.203-17	Contractor Employee Whistleblower Rights and Requirement To Inform Employees of Whistleblower Rights	JUN 2020
52.203-19	Prohibition on Requiring Certain Internal Confidentiality Agreements or Statements	JAN 2017
52.204-4	Printed or Copied Double-Sided on Postconsumer Fiber Content Paper	MAY 2011
52.204-7	System for Award Management	OCT 2018
52.204-9	Personal Identity Verification of Contractor Personnel	JAN 2011
52.204-10	Reporting Executive Compensation and First-Tier Subcontract Awards	JUN 2020
52.204-13	System for Award Management Maintenance	OCT 2018
52.204-18	Commercial and Government Entity Code Maintenance	AUG 2020
52.204-19	Incorporation by Reference of Representations and Certifications.	DEC 2014
52.204-21	Basic Safeguarding of Covered Contractor Information Systems	NOV 2021
52.204-23	Prohibition on Contracting for Hardware, Software, and Services Developed or Provided by Kaspersky Lab and Other Covered Entities	NOV 2021
52.209-6	Protecting the Government's Interest When Subcontracting With Contractors Debarred, Suspended, or Proposed for Debarment	NOV 2021
52.209-7	Information Regarding Responsibility Matters	OCT 2018
52.209-9	Updates of Publicly Available Information Regarding Responsibility Matters	OCT 2018
52.209-10	Prohibition on Contracting With Inverted Domestic Corporations	NOV 2015
52.210-1	Market Research	NOV 2021
52.211-6	Brand Name or Equal	AUG 1999
52.214-26	Audit and Records--Sealed Bidding	JUN 2020
52.214-27 (Dev)	Price Reduction for Defective Certified Cost or Pricing Data - Modifications - Sealed Bidding (DEVIATION 2022-O0001)	OCT 2021
52.214-28 (Dev)	Subcontractor Certified Cost Or Pricing Data--Modifications--Sealed Bidding (DEVIATION 2022-O0001)	OCT 2021
52.219-8	Utilization of Small Business Concerns	OCT 2018
52.222-1	Notice To The Government Of Labor Disputes	FEB 1997
52.222-3	Convict Labor	JUN 2003
52.222-4	Contract Work Hours and Safety Standards - Overtime Compensation	MAY 2018
52.222-6	Construction Wage Rate Requirements	AUG 2018

52.222-7	Withholding of Funds	MAY 2014
52.222-8	Payrolls and Basic Records	JUL 2021
52.222-9	Apprentices and Trainees	JUL 2005
52.222-10	Compliance with Copeland Act Requirements	FEB 1988
52.222-11	Subcontracts (Labor Standards)	MAY 2014
52.222-12	Contract Termination-Debarment	MAY 2014
52.222-13	Compliance With Construction Wage Rate Requirements and Related Regulations	MAY 2014
52.222-14	Disputes Concerning Labor Standards	FEB 1988
52.222-15	Certification of Eligibility	MAY 2014
52.222-21	Prohibition Of Segregated Facilities	APR 2015
52.222-22	Previous Contracts And Compliance Reports	FEB 1999
52.222-26	Equal Opportunity	SEP 2016
52.222-27	Affirmative Action Compliance Requirements for Construction	APR 2015
52.222-35	Equal Opportunity for Veterans	JUN 2020
52.222-36	Equal Opportunity for Workers with Disabilities	JUN 2020
52.222-37	Employment Reports on Veterans	JUN 2020
52.222-40	Notification of Employee Rights Under the National Labor Relations Act	DEC 2010
52.222-50	Combating Trafficking in Persons	NOV 2021
52.222-54	Employment Eligibility Verification	MAY 2022
52.222-55	Minimum Wages for Contractor Workers Under Executive Order 14026	JAN 2022
52.222-62	Paid Sick Leave Under Executive Order 13706	JAN 2022
52.223-2	Affirmative Procurement of Biobased Products Under Service and Construction Contracts	SEP 2013
52.223-5 Alt I	Pollution Prevention and Right-to-Know Information (May 2011) Alternate I	MAY 2011
52.223-6	Drug-Free Workplace	MAY 2001
52.223-11	Ozone-Depleting Substances and High Global Warming Potential Hydrofluorocarbons.	JUN 2016
52.223-15	Energy Efficiency in Energy-Consuming Products	MAY 2020
52.223-17	Affirmative Procurement of EPA-Designated Items in Service and Construction Contracts	AUG 2018
52.223-18	Encouraging Contractor Policies To Ban Text Messaging While Driving	JUN 2020
52.223-20	Aerosols	JUN 2016
52.223-21	Foams	JUN 2016
52.225-13	Restrictions on Certain Foreign Purchases	FEB 2021
52.227-1	Authorization and Consent	JUN 2020
52.227-2	Notice And Assistance Regarding Patent And Copyright Infringement	JUN 2020
52.227-4	Patent Indemnity-Construction Contracts	DEC 2007
52.228-2	Additional Bond Security	OCT 1997
52.228-5	Insurance - Work On A Government Installation	JAN 1997
52.228-11 (Dev)	Individual Surety--Pledge of Assets (DEVIATION 2020-O0016)	FEB 2021
52.228-12	Prospective Subcontractor Requests for Bonds	MAY 2014
52.228-15 (Dev)	Performance and Payment Bonds-Construction. (Deviation 2020-O0016)	JUN 2020
52.229-3	Federal, State And Local Taxes	FEB 2013
52.232-5	Payments under Fixed-Price Construction Contracts	MAY 2014
52.232-17	Interest	MAY 2014
52.232-23 Alt I	Assignment of Claims (May 2014) - Alternate I	APR 1984

52.232-27	Prompt Payment for Construction Contracts	JAN 2017
52.232-33	Payment by Electronic Funds Transfer--System for Award Management	OCT 2018
52.232-40	Providing Accelerated Payments to Small Business Subcontractors	NOV 2021
52.233-1	Disputes	MAY 2014
52.233-3	Protest After Award	AUG 1996
52.233-4	Applicable Law for Breach of Contract Claim	OCT 2004
52.236-2	Differing Site Conditions	APR 1984
52.236-3	Site Investigation and Conditions Affecting the Work	APR 1984
52.236-4	Physical Data	APR 1984
52.236-5	Material and Workmanship	APR 1984
52.236-6	Superintendence by the Contractor	APR 1984
52.236-7	Permits and Responsibilities	NOV 1991
52.236-8	Other Contracts	APR 1984
52.236-9	Protection of Existing Vegetation, Structures, Equipment, Utilities, and Improvements	APR 1984
52.236-10	Operations and Storage Areas	APR 1984
52.236-11	Use and Possession Prior to Completion	APR 1984
52.236-12	Cleaning Up	APR 1984
52.236-13	Accident Prevention	NOV 1991
52.236-14	Availability and Use of Utility Services	APR 1984
52.236-15	Schedules for Construction Contracts	APR 1984
52.236-17	Layout of Work	APR 1984
52.236-21 Alt I	Specifications and Drawings for Construction (Feb 1997) - Alternate I	APR 1984
52.236-26	Preconstruction Conference	FEB 1995
52.242-5	Payments to Small Business Subcontractors	JAN 2017
52.242-13	Bankruptcy	JUL 1995
52.242-14	Suspension of Work	APR 1984
52.243-4	Changes	JUN 2007
52.244-6	Subcontracts for Commercial Products and Commercial Services	JAN 2022
52.246-12	Inspection of Construction	AUG 1996
52.246-21	Warranty of Construction	MAR 1994
52.248-3	Value Engineering-Construction	OCT 2020
52.249-2 Alt I	Termination for Convenience of the Government (Fixed-Price) (Apr 2012) - Alternate I	SEP 1996
52.249-10	Default (Fixed-Price Construction)	APR 1984
52.253-1	Computer Generated Forms	JAN 1991
252.201-7000	Contracting Officer's Representative	DEC 1991
252.203-7000	Requirements Relating to Compensation of Former DoD Officials	SEP 2011
252.203-7001	Prohibition On Persons Convicted of Fraud or Other Defense-Contract-Related Felonies	DEC 2008
252.203-7002	Requirement to Inform Employees of Whistleblower Rights	SEP 2013
252.203-7003	Agency Office of the Inspector General	AUG 2019
252.203-7004	Display of Hotline Posters	AUG 2019
252.204-7000	Disclosure Of Information	OCT 2016
252.204-7003	Control Of Government Personnel Work Product	APR 1992
252.204-7004	Antiterrorism Awareness Training for Contractors.	FEB 2019
252.204-7006	Billing Instructions	OCT 2005
252.204-7008	Compliance With Safeguarding Covered Defense Information Controls	OCT 2016

252.204-7012	Safeguarding Covered Defense Information and Cyber Incident Reporting	DEC 2019
252.204-7015	Notice of Authorized Disclosure of Information for Litigation Support	MAY 2016
252.204-7019	Notice of NIST SP 800-171 DoD Assessment Requirements	MAR 2022
252.204-7020	NIST SP 800-171 DoD Assessment Requirements	MAR 2022
252.205-7000	Provision Of Information To Cooperative Agreement Holders	DEC 1991
252.209-7004	Subcontracting With Firms That Are Owned or Controlled By The Government of a Country that is a State Sponsor of Terrorism	MAY 2019
252.215-7008	Only One Offer	JUL 2019
252.222-7006	Restrictions on the Use of Mandatory Arbitration Agreements	DEC 2010
252.223-7001	Hazard Warning Labels	DEC 1991
252.223-7006	Prohibition On Storage, Treatment, and Disposal of Toxic or Hazardous Materials	SEP 2014
252.223-7008	Prohibition of Hexavalent Chromium	JUN 2013
252.225-7012	Preference For Certain Domestic Commodities	MAR 2022
252.225-7048	Export-Controlled Items	JUN 2013
252.225-7056	Prohibition Regarding Business Operations with the Maduro Regime	MAY 2022
252.226-7001	Utilization of Indian Organizations and Indian-Owned Economic Enterprises, and Native Hawaiian Small Business Concerns	APR 2019
252.227-7033	Rights in Shop Drawings	APR 1966
252.232-7003	Electronic Submission of Payment Requests and Receiving Reports	DEC 2018
252.232-7010	Levies on Contract Payments	DEC 2006
252.232-7017	Accelerating Payments to Small Business Subcontractors-- Prohibition on Fees and Consideration	APR 2020
252.236-7000	Modification Proposals-Price Breakdown	DEC 1991
252.236-7013	Requirement for Competition Opportunity for American Steel Producers, Fabricators, and Manufacturers	JUN 2013
252.243-7001	Pricing Of Contract Modifications	DEC 1991
252.243-7002	Requests for Equitable Adjustment	DEC 2012
252.244-7000	Subcontracts for Commercial Items	JAN 2021
252.247-7023	Transportation of Supplies by Sea	FEB 2019

## CLAUSES INCORPORATED BY FULL TEXT

### 52.203-13 CONTRACTOR CODE OF BUSINESS ETHICS AND CONDUCT (NOV 2021)

#### (a) Definitions. As used in this clause--

Agent means any individual, including a director, an officer, an employee, or an independent Contractor, authorized to act on behalf of the organization.

Full cooperation—

(1) Means disclosure to the Government of the information sufficient for law enforcement to identify the nature and extent of the offense and the individuals responsible for the conduct. It includes providing timely and complete response to Government auditors' and investigators' request for documents and access to employees with information;

(2) Does not foreclose any Contractor rights arising in law, the FAR, or the terms of the contract. It does not require--

(i) A Contractor to waive its attorney-client privilege or the protections afforded by the attorney work product doctrine; or

(ii) Any officer, director, owner, or employee of the Contractor, including a sole proprietor, to waive his or her attorney client privilege or Fifth Amendment rights; and

(3) Does not restrict a Contractor from--

(i) Conducting an internal investigation; or

(ii) Defending a proceeding or dispute arising under the contract or related to a potential or disclosed violation.

Principal means an officer, director, owner, partner, or a person having primary management or supervisory responsibilities within a business entity (e.g., general manager; plant manager; head of a division or business segment; and similar positions).

Subcontract means any contract entered into by a subcontractor to furnish supplies or services for performance of a prime contract or a subcontract.

Subcontractor means any supplier, distributor, vendor, or firm that furnished supplies or services to or for a prime contractor or another subcontractor.

United States means the 50 States, the District of Columbia, and outlying areas.

(b) Code of business ethics and conduct. (1) Within 30 days after contract award, unless the Contracting Officer establishes a longer time period, the Contractor shall--

(i) Have a written code of business ethics and conduct;

(ii) Make a copy of the code available to each employee engaged in performance of the contract.

(2) The Contractor shall--

(i) Exercise due diligence to prevent and detect criminal conduct; and

(ii) Otherwise promote an organizational culture that encourages ethical conduct and a commitment to compliance with the law.

(3)(i) The Contractor shall timely disclose, in writing, to the agency Office of the Inspector General (OIG), with a copy to the Contracting Officer, whenever, in connection with the award, performance, or closeout of this contract or any subcontract thereunder, the Contractor has credible evidence that a principal, employee, agent, or subcontractor of the Contractor has committed--

(A) A violation of Federal criminal law involving fraud, conflict of interest, bribery, or gratuity violations found in Title 18 of the United States Code; or

(B) A violation of the civil False Claims Act (31 U.S.C. 3729-3733).

(ii) The Government, to the extent permitted by law and regulation, will safeguard and treat information obtained pursuant to the Contractor's disclosure as confidential where the information has been marked "confidential" or "proprietary" by the company. To the extent permitted by law and regulation, such information will not be released by the Government to the public pursuant to a Freedom of Information Act request, 5 U.S.C. Section 552, without



prior notification to the Contractor. The Government may transfer documents provided by the Contractor to any department or agency within the Executive Branch if the information relates to matters within the organization's jurisdiction.

(iii) If the violation relates to an order against a Governmentwide acquisition contract, a multi-agency contract, a multiple-award schedule contract such as the Federal Supply Schedule, or any other procurement instrument intended for use by multiple agencies, the Contractor shall notify the OIG of the ordering agency and the IG of the agency responsible for the basic contract.

(c) Business ethics awareness and compliance program and internal control system. This paragraph (c) does not apply if the Contractor has represented itself as a small business concern pursuant to the award of this contract or if this contract is for the acquisition of a commercial product or commercial service as defined at FAR 2.101. The Contractor shall establish the following within 90 days after contract award, unless the Contracting Officer establishes a longer time period:

(1) An ongoing business ethics awareness and compliance program.

(i) This program shall include reasonable steps to communicate periodically and in a practical manner the Contractor's standards and procedures and other aspects of the Contractor's business ethics awareness and compliance program and internal control system, by conducting effective training programs and otherwise disseminating information appropriate to an individual's respective roles and responsibilities.

(ii) The training conducted under this program shall be provided to the Contractor's principals and employees, and as appropriate, the Contractor's agents and subcontractors.

(2) An internal control system.

(i) The Contractor's internal control system shall--

(A) Establish standards and procedures to facilitate timely discovery of improper conduct in connection with Government contracts; and

(B) Ensure corrective measures are promptly instituted and carried out.

(ii) At a minimum, the Contractor's internal control system shall provide for the following:

(A) Assignment of responsibility at a sufficiently high level and adequate resources to ensure effectiveness of the business ethics awareness and compliance program and internal control system.

(B) Reasonable efforts not to include an individual as a principal, whom due diligence would have exposed as having engaged in conduct that is in conflict with the Contractor's code of business ethics and conduct.

(C) Periodic reviews of company business practices, procedures, policies, and internal controls for compliance with the Contractor's code of business ethics and conduct and the special requirements of Government contracting, including--

(1) Monitoring and auditing to detect criminal conduct;

(2) Periodic evaluation of the effectiveness of the business ethics awareness and compliance program and internal control system, especially if criminal conduct has been detected; and

(3) Periodic assessment of the risk of criminal conduct, with appropriate steps to design, implement, or modify the business ethics awareness and compliance program and the internal control system as necessary to reduce the risk of criminal conduct identified through this process.

(D) An internal reporting mechanism, such as a hotline, which allows for anonymity or confidentiality, by which employees may report suspected instances of improper conduct, and instructions that encourage employees to make such reports.

(E) Disciplinary action for improper conduct or for failing to take reasonable steps to prevent or detect improper conduct.

(F) Timely disclosure, in writing, to the agency OIG, with a copy to the Contracting Officer, whenever, in connection with the award, performance, or closeout of any Government contract performed by the Contractor or a subcontractor thereunder, the Contractor has credible evidence that a principal, employee, agent, or subcontractor of the Contractor has committed a violation of Federal criminal law involving fraud, conflict of interest, bribery, or gratuity violations found in Title 18 U.S.C. or a violation of the civil False Claims Act (31 U.S.C. 3729-3733).

(1) If a violation relates to more than one Government contract, the Contractor may make the disclosure to the agency OIG and Contracting Officer responsible for the largest dollar value contract impacted by the violation.

(2) If the violation relates to an order against a Governmentwide acquisition contract, a multi-agency contract, a multiple-award schedule contract such as the Federal Supply Schedule, or any other procurement instrument intended for use by multiple agencies, the contractor shall notify the OIG of the ordering agency and the IG of the agency responsible for the basic contract, and the respective agencies' contracting officers.

(3) The disclosure requirement for an individual contract continues until at least 3 years after final payment on the contract.

(4) The Government will safeguard such disclosures in accordance with paragraph (b)(3)(ii) of this clause.

(G) Full cooperation with any Government agencies responsible for audits, investigations, or corrective actions.

(d) Subcontracts.

(1) The Contractor shall include the substance of this clause, including this paragraph (d), in subcontracts that exceed the threshold specified in FAR 3.1004(a) on the date of subcontract award and a performance period of more than 120 days.

(2) In altering this clause to identify the appropriate parties, all disclosures of violation of the civil False Claims Act or of Federal criminal law shall be directed to the agency Office of the Inspector General, with a copy to the Contracting Officer.

(End of clause)

#### 52.204-1 APPROVAL OF CONTRACT (DEC 1989)

This contract is subject to the written approval of the National Guard Bureau Directorate of Acquisitions Contracting Officer and shall not be binding until so approved.

(End of clause)

#### 52.204-25 PROHIBITION ON CONTRACTING FOR CERTAIN TELECOMMUNICATIONS AND VIDEO SURVEILLANCE SERVICES OR EQUIPMENT (NOV 2021)

(a) Definitions. As used in this clause--

Backhaul means intermediate links between the core network, or backbone network, and the small subnetworks at the edge of the network (e.g., connecting cell phones/towers to the core telephone network). Backhaul can be wireless (e.g., microwave) or wired (e.g., fiber optic, coaxial cable, Ethernet).

Covered foreign country means The People's Republic of China.

Covered telecommunications equipment or services means--

- (1) Telecommunications equipment produced by Huawei Technologies Company or ZTE Corporation (or any subsidiary or affiliate of such entities);
- (2) For the purpose of public safety, security of Government facilities, physical security surveillance of critical infrastructure, and other national security purposes, video surveillance and telecommunications equipment produced by Hytera Communications Corporation, Hangzhou Hikvision Digital Technology Company, or Dahua Technology Company (or any subsidiary or affiliate of such entities);
- (3) Telecommunications or video surveillance services provided by such entities or using such equipment; or
- (4) Telecommunications or video surveillance equipment or services produced or provided by an entity that the Secretary of Defense, in consultation with the Director of National Intelligence or the Director of the Federal Bureau of Investigation, reasonably believes to be an entity owned or controlled by, or otherwise connected to, the government of a covered foreign country.

Critical technology means--

- (1) Defense articles or defense services included on the United States Munitions List set forth in the International Traffic in Arms Regulations under subchapter M of chapter I of title 22, Code of Federal Regulations;
- (2) Items included on the Commerce Control List set forth in Supplement No. 1 to part 774 of the Export Administration Regulations under subchapter C of chapter VII of title 15, Code of Federal Regulations, and controlled--
  - (i) Pursuant to multilateral regimes, including for reasons relating to national security, chemical and biological weapons proliferation, nuclear nonproliferation, or missile technology; or
  - (ii) For reasons relating to regional stability or surreptitious listening;
- (3) Specially designed and prepared nuclear equipment, parts and components, materials, software, and technology covered by part 810 of title 10, Code of Federal Regulations (relating to assistance to foreign atomic energy activities);
- (4) Nuclear facilities, equipment, and material covered by part 110 of title 10, Code of Federal Regulations (relating to export and import of nuclear equipment and material);
- (5) Select agents and toxins covered by part 331 of title 7, Code of Federal Regulations, part 121 of title 9 of such Code, or part 73 of title 42 of such Code; or
- (6) Emerging and foundational technologies controlled pursuant to section 1758 of the Export Control Reform Act of 2018 (50 U.S.C. 4817).

Interconnection arrangements means arrangements governing the physical connection of two or more networks to allow the use of another's network to hand off traffic where it is ultimately delivered (e.g., connection of a customer of telephone provider A to a customer of telephone company B) or sharing data and other information resources.

Reasonable inquiry means an inquiry designed to uncover any information in the entity's possession about the identity of the producer or provider of covered telecommunications equipment or services used by the entity that excludes the need to include an internal or third-party audit.

Roaming means cellular communications services (e.g., voice, video, data) received from a visited network when unable to connect to the facilities of the home network either because signal coverage is too weak or because traffic is too high.

Substantial or essential component means any component necessary for the proper function or performance of a piece of equipment, system, or service.

(b) Prohibition.

(1) Section 889(a)(1)(A) of the John S. McCain National Defense Authorization Act for Fiscal Year 2019 (Pub. L. 115-232) prohibits the head of an executive agency on or after August 13, 2019, from procuring or obtaining, or extending or renewing a contract to procure or obtain, any equipment, system, or service that uses covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system. The Contractor is prohibited from providing to the Government any equipment, system, or service that uses covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system, unless an exception at paragraph (c) of this clause applies or the covered telecommunication equipment or services are covered by a waiver described in FAR 4.2104.

(2) Section 889(a)(1)(B) of the John S. McCain National Defense Authorization Act for Fiscal Year 2019 (Pub. L. 115-232) prohibits the head of an executive agency on or after August 13, 2020, from entering into a contract, or extending or renewing a contract, with an entity that uses any equipment, system, or service that uses covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system, unless an exception at paragraph (c) of this clause applies or the covered telecommunication equipment or services are covered by a waiver described in FAR 4.2104. This prohibition applies to the use of covered telecommunications equipment or services, regardless of whether that use is in performance of work under a Federal contract.

(c) Exceptions. This clause does not prohibit contractors from providing--

(1) A service that connects to the facilities of a third-party, such as backhaul, roaming, or interconnection arrangements; or

(2) Telecommunications equipment that cannot route or redirect user data traffic or permit visibility into any user data or packets that such equipment transmits or otherwise handles.

(d) Reporting requirement.

(1) In the event the Contractor identifies covered telecommunications equipment or services used as a substantial or essential component of any system, or as critical technology as part of any system, during contract performance, or the Contractor is notified of such by a subcontractor at any tier or by any other source, the Contractor shall report the information in paragraph (d)(2) of this clause to the Contracting Officer, unless elsewhere in this contract are established procedures for reporting the information; in the case of the Department of Defense, the Contractor shall report to the website at <https://dibnet.dod.mil>. For indefinite delivery contracts, the Contractor shall report to the Contracting Officer for the indefinite delivery contract and the Contracting Officer(s) for any affected order or, in the case of the Department of Defense, identify both the indefinite delivery contract and any affected orders in the report provided at <https://dibnet.dod.mil>.

(2) The Contractor shall report the following information pursuant to paragraph (d)(1) of this clause:

(i) Within one business day from the date of such identification or notification: The contract number; the order number(s), if applicable; supplier name; supplier unique entity identifier (if known); supplier Commercial and Government Entity (CAGE) code (if known); brand; model number (original equipment manufacturer number, manufacturer part number, or wholesaler number); item description; and any readily available information about mitigation actions undertaken or recommended.

(ii) Within 10 business days of submitting the information in paragraph (d)(2)(i) of this clause: Any further available information about mitigation actions undertaken or recommended. In addition, the Contractor shall describe the efforts it undertook to prevent use or submission of covered telecommunications equipment or services, and any additional efforts that will be incorporated to prevent future use or submission of covered telecommunications equipment or services.

(e) Subcontracts. The Contractor shall insert the substance of this clause, including this paragraph (e) and excluding paragraph (b)(2), in all subcontracts and other contractual instruments, including subcontracts for the acquisition of commercial products or commercial services.

(End of clause)

#### 52.211-10 COMMENCEMENT, PROSECUTION, AND COMPLETION OF WORK (APR 1984)

The Contractor shall be required to (a) commence work under this contract within **30** calendar days after the date the Contractor receives the notice to proceed, (b) prosecute the work diligently, and (c) complete the entire work ready for use not later than **365Calendar Days after NTP**. The time stated for completion shall include final cleanup of the premises.

(End of clause)

#### 52.211-12 LIQUIDATED DAMAGES--CONSTRUCTION (SEP 2000)

(a) If the Contractor fails to complete the work within the time specified in the contract, the Contractor shall pay liquidated damages to the Government in the amount of **\$1,061.41** for each calendar day of delay until the work is completed or accepted.

(b) If the Government terminates the Contractor's right to proceed, liquidated damages will continue to accrue until the work is completed. These liquidated damages are in addition to excess costs of repurchase under the Termination clause.

(End of clause)

#### 52.217-7 OPTION FOR INCREASED QUANTITY--SEPARATELY PRICED LINE ITEM (MAR 1989)

The Government may require the delivery of the numbered line item, identified in the Schedule as an option item, in the quantity and at the price stated in the Schedule. The Contracting Officer may exercise the option by written notice to the Contractor within **30 Days**. Delivery of added items shall continue at the same rate that like items are called for under the contract, unless the parties otherwise agree.

(End of clause)

## 52.219-14 LIMITATIONS ON SUBCONTRACTING (DEVIATION 2021-O0008) (SEP 2021)

- (a) This clause does not apply to the unrestricted portion of a partial set-aside.
- (b) Definition. “Similarly situated entity,” as used in this clause, means a first-tier subcontractor, including an independent contractor, that—
  - (1) Has the same small business program status as that which qualified the prime contractor for the award (e.g., for a small business set-aside contract, any small business concern, without regard to its socioeconomic status); and
  - (2) Is considered small for the size standard under the North American Industry Classification System (NAICS) code the prime contractor assigned to the subcontract.
- (c) Applicability. This clause applies only to—
  - (1) Contracts that have been set aside for any of the small business concerns identified in 19.000(a)(3);
  - (2) Part or parts of a multiple-award contract that have been set aside for any of the small business concerns identified in 19.000(a)(3);
  - (3) Contracts that have been awarded on a sole-source basis in accordance with subparts 19.8, 19.13, 19.14, and 19.15;
  - (4) Orders expected to exceed the simplified acquisition threshold and that are—
    - (i) Set aside for small business concerns under multiple-award contracts, as described in 8.405-5 and 16.505(b)(2)(i)(F); or
    - (ii) Issued directly to small business concerns under multiple-award contracts as described in 19.504(c)(1)(ii);
  - (5) Orders, regardless of dollar value, that are—
    - (i) Set aside in accordance with subparts 19.8, 19.13, 19.14, or 19.15 under multiple-award contracts, as described in 8.405-5 and 16.505(b)(2)(i)(F); or
    - (ii) Issued directly to concerns that qualify for the programs described in subparts 19.8, 19.13, 19.14, or 19.15 under multiple-award contracts, as described in 19.504(c)(1)(ii); and
  - (6) Contracts using the HUBZone price evaluation preference to award to a HUBZone small business concern unless the concern waived the evaluation preference.
- (d) Independent contractors. An independent contractor shall be considered a subcontractor.
- (e) Limitations on subcontracting. By submission of an offer and execution of a contract, the Contractor agrees that in performance of a contract assigned a North American Industry Classification System (NAICS) code for—
  - (1) Services (except construction), it will not pay more than 50 percent of the amount paid by the Government for contract performance, excluding certain other direct costs and certain work performed outside the United States (see paragraph (e)(1)(i)), to subcontractors that are not similarly situated entities. Any work that a similarly situated entity further subcontracts will count towards the prime contractor’s 50 percent subcontract amount that cannot be exceeded. When a contract includes both services and supplies, the 50 percent limitation shall apply only to the service portion of the contract. The following services may be excluded from the 50 percent limitation:
    - (i) Other direct costs, to the extent they are not the principal purpose of the acquisition and small business concerns do not provide the service. Examples include airline travel, work performed by a transportation or disposal entity under a contract assigned the environmental remediation NAICS code 562910), cloud computing services, or mass media purchases.
    - (ii) Work performed outside the United States on awards made pursuant to the Foreign Assistance Act of 1961, or work performed outside the United States required to be performed by a local contractor.
  - (2) Supplies (other than procurement from a nonmanufacturer of such supplies), it will not pay more than 50 percent of the amount paid by the Government for contract performance, excluding the cost of materials, to subcontractors that are not similarly situated entities. Any work that a similarly situated entity further subcontracts will count towards the prime contractor’s 50 percent subcontract amount that cannot be exceeded. When a contract includes both supplies and services, the 50 percent limitation shall apply only to the supply portion of the contract;
  - (3) General construction, it will not pay more than 85 percent of the amount paid by the Government for contract performance, excluding the cost of materials, to subcontractors that are not similarly situated entities. Any work that a similarly situated entity further subcontracts will count towards the prime contractor’s 85 percent subcontract amount that cannot be exceeded; or
  - (4) Construction by special trade contractors, it will not pay more than 75 percent of the amount paid by the Government for contract performance, excluding the cost of materials, to subcontractors that are not similarly

situated entities. Any work that a similarly situated entity further subcontracts will count towards the prime contractor's 75 percent subcontract amount that cannot be exceeded.

(f) The Contractor shall comply with the limitations on subcontracting as follows:

(1) For contracts, in accordance with paragraphs (c)(1), (2), (3) and (6) of this clause –

[Contracting Officer check as appropriate.]

X By the end of the base term of the contract and then by the end of each subsequent option period; or

By the end of the performance period for each order issued under the contract.

(2) For orders, in accordance with paragraphs (c)(4) and (5) of this clause, by the end of the performance period for the order.

(g) A joint venture agrees that, in the performance of the contract, the applicable percentage specified in paragraph

(e) of this clause will be performed by the aggregate of the joint venture participants.

(End of clause)

## 52.219-28 POST-AWARD SMALL BUSINESS PROGRAM REREPRESENTATION (SEP 2021)

(a) Definitions. As used in this clause--

Long-term contract means a contract of more than five years in duration, including options. However, the term does not include contracts that exceed five years in duration because the period of performance has been extended for a cumulative period not to exceed six months under the clause at 52.217-8, Option to Extend Services, or other appropriate authority.

Small business concern--

(1) Means a concern, including its affiliates, that is independently owned and operated, not dominant in the field of operation in which it is bidding on Government contracts, and qualified as a small business under the criteria in 13 CFR part 121 and the size standard in paragraph (d) of this clause. Such a concern is "not dominant in its field of operation" when it does not exercise a controlling or major influence on a national basis in a kind of business activity in which a number of business concerns are primarily engaged. In determining whether dominance exists, consideration shall be given to all appropriate factors, including volume of business, number of employees, financial resources, competitive status or position, ownership or control of materials, processes, patents, license agreements, facilities, sales territory, and nature of business activity.

(2) Affiliates, as used in this definition, means business concerns, one of whom directly or indirectly controls or has the power to control the others, or a third party or parties control or have the power to control the others. In determining whether affiliation exists, consideration is given to all appropriate factors including common ownership, common management, and contractual relationships. SBA determines affiliation based on the factors set forth at 13 CFR 121.103.

(b) If the Contractor represented that it was any of the small business concerns identified in 19.000(a)(3) prior to award of this contract, the Contractor shall rerepresent its size and socioeconomic status according to paragraph (f) of this clause or, if applicable, paragraph (h) of this clause, upon occurrence of any of the following:

(1) Within 30 days after execution of a novation agreement or within 30 days after modification of the contract to include this clause, if the novation agreement was executed prior to inclusion of this clause in the contract.

(2) Within 30 days after a merger or acquisition that does not require a novation or within 30 days after modification of the contract to include this clause, if the merger or acquisition occurred prior to inclusion of this clause in the contract.

(3) For long-term contracts--

(i) Within 60 to 120 days prior to the end of the fifth year of the contract; and

(ii) Within 60 to 120 days prior to the date specified in the contract for exercising any option thereafter.

(c) If the Contractor represented that it was any of the small business concerns identified in 19.000(a)(3) prior to award of this contract, the Contractor shall rerepresent its size and socioeconomic status according to paragraph (f) of this clause or, if applicable, paragraph (h) of this clause, when the Contracting Officer explicitly requires it for an order issued under a multiple-award contract.

(d) The Contractor shall rerepresent its size status in accordance with the size standard in effect at the time of this rerepresentation that corresponds to the North American Industry Classification System (NAICS) code(s) assigned to this contract. The small business size standard corresponding to this NAICS code(s) can be found at <https://www.sba.gov/document/support--table-size-standards>.

(e) The small business size standard for a Contractor providing an end item that it does not manufacture, process, or produce itself, for a contract other than a construction or service contract, is 500 employees if the acquisition--

(1) Was set aside for small business and has a value above the simplified acquisition threshold;

(2) Used the HUBZone price evaluation preference regardless of dollar value, unless the Contractor waived the price evaluation preference; or

(3) Was an 8(a), HUBZone, service-disabled veteran-owned, economically disadvantaged women-owned, or women-owned small business set-aside or sole-source award regardless of dollar value.

(f) Except as provided in paragraph (h) of this clause, the Contractor shall make the representation(s) required by paragraph (b) and (c) of this clause by validating or updating all its representations in the Representations and Certifications section of the System for Award Management (SAM) and its other data in SAM, as necessary, to ensure that they reflect the Contractor's current status. The Contractor shall notify the contracting office in writing within the timeframes specified in paragraph (b) of this clause, or with its offer for an order (see paragraph (c) of this clause), that the data have been validated or updated, and provide the date of the validation or update.

(g) If the Contractor represented that it was other than a small business concern prior to award of this contract, the Contractor may, but is not required to, take the actions required by paragraphs (f) or (h) of this clause.

(h) If the Contractor does not have representations and certifications in SAM, or does not have a representation in SAM for the NAICS code applicable to this contract, the Contractor is required to complete the following rerepresentation and submit it to the contracting office, along with the contract number and the date on which the rerepresentation was completed:

(1) The Contractor represents that it [ ] is, [ ] is not a small business concern under NAICS Code 236220 assigned to contract number W50S84-23-C-00XX.

(2) [Complete only if the Contractor represented itself as a small business concern in paragraph (h)(1) of this clause.] The Contractor represents that it [ ] is, [ ] is not, a small disadvantaged business concern as defined in 13 CFR 124.1002.

(3) [Complete only if the Contractor represented itself as a small business concern in paragraph (h)(1) of this clause.] The Contractor represents that it [ ] is, [ ] is not a women-owned small business concern.

(4) Women-owned small business (WOSB) concern eligible under the WOSB Program. [Complete only if the Contractor represented itself as a women-owned small business concern in paragraph (h)(3) of this clause.] The Contractor represents that--

(i) It [ ] is, [ ] is not a WOSB concern eligible under the WOSB Program, has provided all the required documents to the WOSB Repository, and no change in circumstances or adverse decisions have



been issued that affects its eligibility; and

(ii) It [ ] is, [ ] is not a joint venture that complies with the requirements of 13 CFR part 127, and the representation in paragraph (h)(4)(i) of this clause is accurate for each WOSB concern eligible under the WOSB Program participating in the joint venture.

[The Contractor shall enter the name or names of the WOSB concern eligible under the WOSB Program and other small businesses that are participating in the joint venture: .] Each WOSB concern eligible under the WOSB Program participating in the joint venture shall submit a separate signed copy of the WOSB representation.

(5) Economically disadvantaged women-owned small business (EDWOSB) concern. [Complete only if the Contractor represented itself as a women-owned small business concern eligible under the WOSB Program in (h)(4) of this clause.] The Contractor represents that--

(i) It [ ] is, [ ] is not an EDWOSB concern eligible under the WOSB Program, has provided all the required documents to the WOSB Repository, and no change in circumstances or adverse decisions have been issued that affects its eligibility; and

(ii) It [ ] is, [ ] is not a joint venture that complies with the requirements of 13 CFR part 127, and the representation in paragraph (h)(5)(i) of this clause is accurate for each EDWOSB concern participating in the joint venture. [The Contractor shall enter the name or names of the EDWOSB concern and other small businesses that are participating in the joint venture: .] Each EDWOSB concern participating in the joint venture shall submit a separate signed copy of the EDWOSB representation.

(6) [Complete only if the Contractor represented itself as a small business concern in paragraph (h)(1) of this clause.] The Contractor represents that it [ ] is, [ ] is not a veteran-owned small business concern.

(7) [Complete only if the Contractor represented itself as a veteran-owned small business concern in paragraph (h)(6) of this clause.] The Contractor represents that it [ ] is, [ ] is not a service-disabled veteran-owned small business concern.

(8) [Complete only if the Contractor represented itself as a small business concern in paragraph (h)(1) of this clause.] The Contractor represents that--

(i) It [ ] is, [ ] is not a HUBZone small business concern listed, on the date of this representation, on the List of Qualified HUBZone Small Business Concerns maintained by the Small Business Administration, and no material changes in ownership and control, principal office, or HUBZone employee percentage have occurred since it was certified in accordance with 13 CFR part 126; and

(ii) It [ ] is, [ ] is not a HUBZone joint venture that complies with the requirements of 13 CFR part 126, and the representation in paragraph (h)(8)(i) of this clause is accurate for each HUBZone small business concern participating in the HUBZone joint venture. [The Contractor shall enter the names of each of the HUBZone small business concerns participating in the HUBZone joint venture: .] Each HUBZone small business concern participating in the HUBZone joint venture shall submit a separate signed copy of the HUBZone representation.

[Contractor to sign and date and insert authorized signer's name and title.]

(End of clause)

(a) "Hazardous material", as used in this clause, includes any material defined as hazardous under the latest version of Federal Standard No. 313 (including revisions adopted during the term of the contract).

(b) The offeror must list any hazardous material, as defined in paragraph (a) of this clause, to be delivered under this contract. The hazardous material shall be properly identified and include any applicable identification number, such as National Stock Number or Special Item Number. This information shall also be included on the Material Safety Data Sheet submitted under this contract.

Material (if none, insert None)	Identification No.
_____	_____
_____	_____
_____	_____

(c) This list must be updated during performance of the contract whenever the Contractor determines that any other material to be delivered under this contract is hazardous.

(d) The apparently successful offeror agrees to submit, for each item as required prior to award, a Material Safety Data Sheet, meeting the requirements of 29 CFR 1910.1200(g) and the latest version of Federal Standard No. 313, for all hazardous material identified in paragraph (b) of this clause. Data shall be submitted in accordance with Federal Standard No. 313, whether or not the apparently successful offeror is the actual manufacturer of these items. Failure to submit the Material Safety Data Sheet prior to award may result in the apparently successful offeror being considered nonresponsible and ineligible for award.

(e) If, after award, there is a change in the composition of the item(s) or a revision to Federal Standard No. 313, which renders incomplete or inaccurate the data submitted under paragraph (d) of this clause, the Contractor shall promptly notify the Contracting Officer and resubmit the data.

(f) Neither the requirements of this clause nor any act or failure to act by the Government shall relieve the Contractor of any responsibility or liability for the safety of Government, Contractor, or subcontractor personnel or property.

(g) Nothing contained in this clause shall relieve the Contractor from complying with applicable Federal, State, and local laws, codes, ordinances, and regulations (including the obtaining of licenses and permits) in connection with hazardous material.

(h) The Government's rights in data furnished under this contract with respect to hazardous material are as follows:

(1) To use, duplicate and disclose any data to which this clause is applicable. The purposes of this right are to--

(i) Apprise personnel of the hazards to which they may be exposed in using, handling, packaging, transporting, or disposing of hazardous materials;

(ii) Obtain medical treatment for those affected by the material; and

(iii) Have others use, duplicate, and disclose the data for the Government for these purposes.

(2) To use, duplicate, and disclose data furnished under this clause, in accordance with subparagraph (h)(1) of this clause, in precedence over any other clause of this contract providing for rights in data.

(3) The Government is not precluded from using similar or identical data acquired from other sources.

(End of clause)

#### 52.223-9 ESTIMATE OF PERCENTAGE OF RECOVERED MATERIAL CONTENT FOR EPA-DESIGNATED ITEMS (MAY 2008)

(a) Definitions. As used in this clause--

Postconsumer material means a material or finished product that has served its intended use and has been discarded for disposal or recovery, having completed its life as a consumer item. Postconsumer material is a part of the broader category of "recovered material."

Recovered material means waste materials and by-products recovered or diverted from solid waste, but the term does not include those materials and by-products generated from, and commonly reused within, an original manufacturing process.

(b) The Contractor, on completion of this contract, shall--

(1) Estimate the percentage of the total recovered material content for EPA-designated item(s) delivered and/or used in contract performance, including, if applicable, the percentage of post-consumer material content; and

(2) Submit this estimate to **The Contracting Officer and the Contracting Officer's Representative via email.**

(End of clause)

#### 52.252-2 CLAUSES INCORPORATED BY REFERENCE (FEB 1998)

This contract incorporates one or more clauses by reference, with the same force and effect as if they were given in full text. Upon request, the Contracting Officer will make their full text available. Also, the full text of a clause may be accessed electronically at this/these address(es):

<https://www.acquisition.gov/content/regulations>

(End of clause)

#### 52.252-4 ALTERATIONS IN CONTRACT (APR 1984)

Portions of this contract are altered as follows:

**Upon an issuance of a Solicitation Amendment or a Contract Modification.**

(End of clause)

#### 52.252-6 AUTHORIZED DEVIATIONS IN CLAUSES (NOV 2020)

(a) The use in this solicitation or contract of any Federal Acquisition Regulation (48 CFR Chapter 1) clause with an authorized deviation is indicated by the addition of "(DEVIATION)" after the date of the clause.

(b) The use in this solicitation or contract of any Defense Federal Acquisition Regulation (48 CFR 2) clause with an authorized deviation is indicated by the addition of "(DEVIATION)" after the name of the regulation.

(End of clause)

## 252.204-7018 PROHIBITION ON THE ACQUISITION OF COVERED DEFENSE TELECOMMUNICATIONS EQUIPMENT OR SERVICES (JAN 2021)

(a) Definitions. As used in this clause--

Covered defense telecommunications equipment or services means--

- (1) Telecommunications equipment produced by Huawei Technologies Company or ZTE Corporation, or any subsidiary or affiliate of such entities;
- (2) Telecommunications services provided by such entities or using such equipment; or
- (3) Telecommunications equipment or services produced or provided by an entity that the Secretary of Defense reasonably believes to be an entity owned or controlled by, or otherwise connected to, the government of a covered foreign country.

Covered foreign country means--

- (1) The People's Republic of China; or
- (2) The Russian Federation.

Covered missions means--

- (1) The nuclear deterrence mission of DoD, including with respect to nuclear command, control, and communications, integrated tactical warning and attack assessment, and continuity of Government; or
- (2) The homeland defense mission of DoD, including with respect to ballistic missile defense.

Critical technology means--

- (1) Defense articles or defense services included on the United States Munitions List set forth in the International Traffic in Arms Regulations under subchapter M of chapter I of title 22, Code of Federal Regulations;
- (2) Items included on the Commerce Control List set forth in Supplement No. 1 to part 774 of the Export Administration Regulations under subchapter C of chapter VII of title 15, Code of Federal Regulations, and controlled--
  - (i) Pursuant to multilateral regimes, including for reasons relating to national security, chemical and biological weapons proliferation, nuclear nonproliferation, or missile technology; or
  - (ii) For reasons relating to regional stability or surreptitious listening;

(3) Specially designed and prepared nuclear equipment, parts and components, materials, software, and technology covered by part 810 of title 10, Code of Federal Regulations (relating to assistance to foreign atomic energy activities);

(4) Nuclear facilities, equipment, and material covered by part 110 of title 10, Code of Federal Regulations (relating to export and import of nuclear equipment and material);

(5) Select agents and toxins covered by part 331 of title 7, Code of Federal Regulations, part 121 of title 9 of such Code, or part 73 of title 42 of such Code; or

(6) Emerging and foundational technologies controlled pursuant to section 1758 of the Export Control Reform Act of 2018 (50 U.S.C. 4817).

Substantial or essential component means any component necessary for the proper function or performance of a piece of equipment, system, or service.

(b) Prohibition. In accordance with section 1656 of the National Defense Authorization Act for Fiscal Year 2018 (Pub. L. 115-91), the contractor shall not provide to the Government any equipment, system, or service to carry out covered missions that uses covered defense telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system, unless the covered defense telecommunication equipment or services are covered by a waiver described in Defense Federal Acquisition Regulation Supplement 204.2104.

(c) Procedures. The Contractor shall review the list of excluded parties in the System for Award Management (SAM) at <https://www.sam.gov> for entities that are excluded when providing any equipment, system, or service, to carry out covered missions, that uses covered defense telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system, unless a waiver is granted.

(d) Reporting.

(1) In the event the Contractor identifies covered defense telecommunications equipment or services used as a substantial or essential component of any system, or as critical technology as part of any system, during contract performance, the Contractor shall report at <https://dibnet.dod.mil> the information in paragraph (d)(2) of this clause.

(2) The Contractor shall report the following information pursuant to paragraph (d)(1) of this clause:

(i) Within 3 business days from the date of such identification or notification: The contract number; the order number(s), if applicable; supplier name; brand; model number (original equipment manufacturer number, manufacturer part number, or wholesaler number); item description; and any readily available information about mitigation actions undertaken or recommended.

(ii) Within 30 business days of submitting the information in paragraph (d)(2)(i) of this clause: Any further available information about mitigation actions undertaken or recommended. In addition, the Contractor shall describe the efforts it undertook to prevent use or submission of a covered defense telecommunications equipment or services, and any additional efforts that will be incorporated to prevent future use or submission of covered telecommunications equipment or services.

(e) Subcontracts. The Contractor shall insert the substance of this clause, including this paragraph (e), in all subcontracts and other contractual instruments, including subcontracts for the acquisition of commercial items.

(End of clause)

252.219-7010 NOTIFICATION OF COMPETITION LIMITED TO ELIGIBLE 8(A) PARTICIPANTS -  
PARTNERSHIP AGREEMENT (DEVIATION 2019-O0003) (OCT 2019)

(a) Offers are solicited only from small business concerns expressly certified by the Small Business Administration (SBA) for participation in SBA's 8(a) Program and which meet the following criteria at the time of submission of offer:

- (1) The Offeror is in conformance with the 8(a) support limitation set forth in its approved business plan.
- (2) The Offeror is in conformance with the Business Activity Targets set forth in its approved business plan or any remedial action directed by SBA.
- (3) If the competition is to be limited to 8(a) concerns within one or more specific SBA regions or districts, then the Offeror's approved business plan is on file and serviced by:

U.S. Small Business Administration  
477 Michigan Ave., Room 515  
Detroit, Michigan 48226

(b) By submission of its offer, the Offeror represents that it meets all of the criteria set forth in paragraph (a) of this clause.

(c) Any award resulting from this solicitation will be made directly by the Contracting Officer to the successful 8(a) offeror selected through the evaluation criteria set forth in this solicitation.

(d)(1) Agreement. Unless SBA has waived the requirements of paragraphs (d)(1)(i) through (iii) of this clause in accordance with 13 CFR 121.1204, a small business concern that provides an end item it did not manufacture, process, or produce, shall—

- (i) Provide an end item that a small business has manufactured, processed, or produced in the United States or its outlying areas;
- (ii) Be primarily engaged in the retail or wholesale trade and normally sell the type of item being supplied; and
- (iii) Take ownership or possession of the item(s) with its personnel, equipment, or facilities in a manner consistent with industry practice; for example, providing storage, transportation, or delivery.

(2) Paragraph (d)(1) of this clause does not apply to construction or service contracts.

(3) The [Awarded Contractor](#) will notify the [127th Contracting Office, Selfridge ANGB](#) and the [110th Contracting Office, Battle Creek ANGB](#). Contracting Officer in writing immediately upon entering an agreement (either oral or written) to transfer all or part of its stock or other ownership interest to any other party.

(End of clause)

252.232-7006 WIDE AREA WORKFLOW PAYMENT INSTRUCTIONS (DEC 2018)

(a) Definitions. As used in this clause—

“Department of Defense Activity Address Code (DoDAAC)” is a six position code that uniquely identifies a unit, activity, or organization.

“Document type” means the type of payment request or receiving report available for creation in Wide Area WorkFlow (WAWF).

“Local processing office (LPO)” is the office responsible for payment certification when payment certification is done external to the entitlement system.

“Payment request” and “receiving report” are defined in the clause at 252.232-7003, Electronic Submission of Payment Requests and Receiving Reports.

(b) Electronic invoicing. The WAWF system provides the method to electronically process vendor payment requests and receiving reports, as authorized by Defense Federal Acquisition Regulation Supplement (DFARS) 252.232-7003, Electronic Submission of Payment Requests and Receiving Reports.

(c) WAWF access. To access WAWF, the Contractor shall—

(1) Have a designated electronic business point of contact in the System for Award Management at <https://www.sam.gov>; and

(2) Be registered to use WAWF at <https://wawf.eb.mil/> following the step-by-step procedures for self-registration available at this web site.

(d) WAWF training. The Contractor should follow the training instructions of the WAWF Web-Based Training Course and use the Practice Training Site before submitting payment requests through WAWF. Both can be accessed by selecting the “Web Based Training” link on the WAWF home page at <https://wawf.eb.mil/>.

(e) WAWF methods of document submission. Document submissions may be via web entry, Electronic Data Interchange, or File Transfer Protocol.

(f) WAWF payment instructions. The Contractor shall use the following information when submitting payment requests and receiving reports in WAWF for this contract or task or delivery order:

(1) Document type. The Contractor shall submit payment requests using the following document type(s): **2 In 1**

(i) For cost-type line items, including labor-hour or time-and-materials, submit a cost voucher.

(ii) For fixed price line items—

(A) That require shipment of a deliverable, submit the invoice and receiving report specified by the Contracting Officer.

(B) For services that do not require shipment of a deliverable, submit either the Invoice 2in1, which meets the requirements for the invoice and receiving report, or the applicable invoice and receiving report, as specified by the Contracting Officer.

(iii) For customary progress payments based on costs incurred, submit a progress payment request.

(iv) For performance based payments, submit a performance based payment request.

(v) For commercial item financing, submit a commercial item financing request.

(2) Fast Pay requests are only permitted when Federal Acquisition Regulation (FAR) 52.213-1 is included in the contract.

[Note: The Contractor may use a WAWF “combo” document type to create some combinations of invoice and receiving report in one step.]

(3) Document routing. The Contractor shall use the information in the Routing Data Table below only to fill in applicable fields in WAWF when creating payment requests and receiving reports in the system.

Routing Data Table\*

Field Name in WAWF	Data to be entered in WAWF
--------------------	----------------------------

Pay Official DoDAAC	F87700
Issue By DoDAAC	W50S84
Admin DoDAAC**	W50S84
Inspect By DoDAAC	F6DLCE
Service Acceptor (DoDAAC)	F6DLCE

(\*\*Contracting Officer: If the contract provides for progress payments or performance-based payments, insert the DoDAAC for the contract administration office assigned the functions under FAR 42.302(a)(13).)

(4) Payment request. The Contractor shall ensure a payment request includes documentation appropriate to the type of payment request in accordance with the payment clause, contract financing clause, or Federal Acquisition Regulation 52.216-7, Allowable Cost and Payment, as applicable.

(5) Receiving report. The Contractor shall ensure a receiving report meets the requirements of DFARS Appendix F.

(g) WAWF point of contact.

(1) The Contractor may obtain clarification regarding invoicing in WAWF from the following contracting activity's WAWF point of contact.

[Michael.kitchell.1@us.af.mil](mailto:Michael.kitchell.1@us.af.mil)

(2) Contact the WAWF helpdesk at 866-618-5988, if assistance is needed.

(End of clause)

## 252.236-7001 CONTRACT DRAWINGS AND SPECIFICATIONS (AUG 2000)

(a) The Government will provide to the Contractor, without charge, one set of contract drawings and specifications, except publications incorporated into the technical provisions by reference, in electronic or paper media as chosen by the Contracting Officer.

(b) The Contractor shall--

- (1) Check all drawings furnished immediately upon receipt;
- (2) Compare all drawings and verify the figures before laying out the work;
- (3) Promptly notify the Contracting Officer of any discrepancies;
- (4) Be responsible for any errors that might have been avoided by complying with this paragraph (b); and
- (5) Reproduce and print contract drawings and specifications as needed.



(c) In general--

(1) Large-scale drawings shall govern small-scale drawings; and

(2) The Contractor shall follow figures marked on drawings in preference to scale measurements.

(d) Omissions from the drawings or specifications or the misdescription of details of work that are manifestly necessary to carry out the intent of the drawings and specifications, or that are customarily performed, shall not relieve the Contractor from performing such omitted or misdescribed details of the work. The Contractor shall perform such details as if fully and correctly set forth and described in the drawings and specifications.

(e) The work shall conform to the specifications and the contract drawings identified on the following index of drawings:

ATTACHMENT 1 - Battle Creek Main Gate B3 Submittal Book

ATTACHMENT 2 - Battle Creek ANGB-Main Gate Design\_Specs\_B3\_17FEB2021

ATTACHMENT 3 - Drawing Set - Battle Creek Main Gate B3

ATTACHMENT 4 - Michigan National Guard Construction Division 01 Specifications

(End of clause)

## Section 00800 - Special Contract Requirements

WAGE DETERMINATION HIGHWAY

"General Decision Number: MI20220001 11/04/2022

Superseded General Decision Number: MI20210001

State: Michigan

Construction Types: Highway (Highway, Airport & Bridge xxxxx  
and Sewer/Incid. to Hwy.)

Counties: Michigan Statewide.

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

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:	Executive Order 14026     generally applies to the     contract.     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:	Executive Order 13658     generally applies to the     contract.     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.

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	02/11/2022
3	02/25/2022
4	03/25/2022
5	04/08/2022
6	04/15/2022
7	04/29/2022
8	05/06/2022
9	06/03/2022
10	06/10/2022
11	07/15/2022
12	07/29/2022
13	08/12/2022
14	09/02/2022
15	10/07/2022
16	10/21/2022
17	11/04/2022

CARP0004-004 06/01/2019

#### REMAINDER OF STATE

	Rates	Fringes
CARPENTER ( Piledriver).....	\$ 27.62	20.59

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CARP0004-005 06/01/2018

LIVINGSTON (Townships of Brighton, Deerfield, Genoa, Hartland, Ocoola & Tyrone), MACOMB, MONROE, OAKLAND, SANILAC, ST. CLAIR AND WAYNE COUNTIES

	Rates	Fringes
CARPENTER (Piledriver).....	\$ 30.50	27.28

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ELEC0017-005 06/01/2022

#### STATEWIDE

	Rates	Fringes
Line Construction		
Groundman/Driver.....	\$ 29.57	7.20+32%

Journeyman Signal Tech,  
 Communications Tech, Tower  
 Tech & Fiber Optic Splicers.\$ 43.90 7.20+32%  
 Journeyman Specialist.....\$ 50.49 7.20+32%  
 Operator A.....\$ 37.13 7.20+32%  
 Operator B.....\$ 34.67 7.20+32%

#### Classifications

Journeyman Specialist: Refers to a crew of only one person working alone.

Operator A: Shall be proficient in operating all power equipment including: Backhoe, Excavator, Directional Bore and Boom/Digger truck.

Operator B: Shall be proficient in operating any 2 of the above mentioned pieces of equipment listed under Operator A.

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 \* ENGI0324-003 06/01/2022

ALCONA, ALPENA, ARENAC, BAY, CHEBOYGAN, CLARE, CLINTON, CRAWFORD, GENESEE, GLADWIN, GRATIOT, HURON, INGHAM, IOSCO, ISABELLA, JACKSON, LAPEER, LENAWEE, LIVINGSTON, MACOMB, MIDLAND, MONROE, MONTMORENCY, OAKLAND, OGEMAW, OSCODA, OTSEGO, PRESQUE ISLE, ROSCOMMON, SAGINAW, ST. CLAIR, SANILAC, SHIAWASSEE, TUSCOLA, WASHTENAW AND WAYNE COUNTIES:

#### Rates Fringes

#### OPERATOR: Power Equipment (Steel Erection)

GROUP 1.....	\$ 51.02	24.85
GROUP 2.....	\$ 52.02	24.85
GROUP 3.....	\$ 49.52	24.85
GROUP 4.....	\$ 50.52	24.85
GROUP 5.....	\$ 48.02	24.85
GROUP 6.....	\$ 49.02	24.85
GROUP 7.....	\$ 47.75	24.85
GROUP 8.....	\$ 48.75	24.85
GROUP 9.....	\$ 47.30	24.85
GROUP 10.....	\$ 48.30	24.85
GROUP 11.....	\$ 46.57	24.85
GROUP 12.....	\$ 47.57	24.85
GROUP 13.....	\$ 46.21	24.85
GROUP 14.....	\$ 47.21	24.85
GROUP 15.....	\$ 45.57	24.85
GROUP 16.....	\$ 42.37	24.85
GROUP 17.....	\$ 27.89	12.00
GROUP 18.....	\$ 31.38	24.85

#### FOOTNOTE:

Paid Holidays: New Year's Day, Memorial Day, Fourth of July,

Labor Day, Thanksgiving Day and Christmas Day.

#### POWER EQUIPMENT OPERATOR CLASSIFICATIONS

GROUP 1: Engineer when operating combination of boom and jib 400' or longer

GROUP 2: Engineer when operating combination of boom and jib 400' or longer on a crane that requires an oiler

GROUP 3: Engineer when operating combination of boom and jib 300' or longer

GROUP 4: Engineer when operating combination of boom and jib 300' or longer on a crane that requires an oiler

GROUP 5: Engineer when operating combination of boom and jib 220' or longer

GROUP 6: Engineer when operating combination of boom and jib 220' or longer on a crane that requires an oiler

GROUP 7: Engineer when operating combination of boom and jib 140' or longer

GROUP 8: Engineer when operating combination of boom and jib 140' or longer on a crane that requires an oiler

GROUP 9: Tower crane & derrick operator (where operator's work station is 50 ft. or more above first sub-level)

GROUP 10: Tower crane & derrick operator (where operator's work station is 50 ft. or more above first sub-level) on a crane that requires an oiler

GROUP 11: Engineer when operating combination of boom and jib 120' or longer

GROUP 12: Engineer when operating combination of boom and jib 120' or longer on a crane that requires an oiler

GROUP 13: Crane operator; job mechanic and 3 drum hoist and excavator

GROUP 14: Crane operator on a crane that requires an oiler

GROUP 15: Hoisting operator; 2 drum hoist and rubber tired backhoe

GROUP 16: Forklift and 1 drum hoist

GROUP 17: Compressor or welder operator

GROUP 18: Oiler

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 \* ENGI0324-004 06/01/2022

AREA 1: ALLEGAN, BARRY, BERRIEN, BRANCH, CALHOUN, CASS, EATON,  
 HILLSDALE, IONIA, KALAMAZOO, KENT, LAKE, MANISTEE, MASON,  
 MECOSTA, MONTCALM, MUSKEGON, NEWAYGO, OCEANA, OSCEOLA, OTTAWA,  
 ST. JOSEPH, VAN BUREN

AREA 2: ANTRIM, BENZIE, CHARLEVOIX, EMMET, GRAND TRAVERSE,  
 KALKASKA, LEELANAU, MISSAUKEE AND WEXFORD COUNTIES:

	Rates	Fringes
OPERATOR: Power Equipment (Steel Erection)		
AREA 1		
GROUP 1.....	\$ 51.02	24.85
GROUP 2.....	\$ 47.75	24.85
GROUP 3.....	\$ 46.21	24.85
GROUP 4.....	\$ 42.37	24.85
GROUP 5.....	\$ 27.89	12.00
GROUP 6.....	\$ 31.38	24.85
AREA 2		
GROUP 1.....	\$ 51.02	24.85
GROUP 2.....	\$ 47.75	24.85
GROUP 3.....	\$ 46.21	24.85
GROUP 4.....	\$ 42.37	24.85
GROUP 5.....	\$ 27.89	12.00
GROUP 6.....	\$ 31.38	24.85

#### FOOTNOTES:

Crane operator with main boom and jib 300' or longer: \$1.50  
 additional to the group 1 rate. Crane operator with main  
 boom and jib 400' or longer: \$3.00 additional to 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 & jib 400', 300', or  
 220' or longer.

GROUP 2: Crane Operator with main boom & jib 140' or longer,  
 Tower Crane; Gantry Crane; Whirley Derrick.

GROUP 3: Regular Equipment Operator, Crane, Dozer, Loader,  
 Hoist, Straddle Wagon, Mechanic, Grader and Hydro Excavator.

GROUP 4: Air Tugger (single drum), Material Hoist Pump 6" or  
 over, Elevators, Brokk Concrete Breaker.

GROUP 5: Air Compressor, Welder, Generators, Conveyors

## GROUP 6: Oiler and fire tender

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ENGI0324-005 09/01/2022AREA 1: GENESEE, LAPEER, LIVINGSTON, MACOMB, MONROE, OAKLAND,  
ST. CLAIR, WASHTENAW AND WAYNE COUNTIESAREA 2: ALCONA, ALLEGAN, ALGER, ALPENA, ANTRIM, ARENAC, BARAGA,  
BARRY, BAY, BENZIE, BERRIEN, BRANCH, CALHOUN, CASS,  
CHARLEVOIX, CHEBOYGAN, CHIPPEWA, CLARE, CLINTON, CRAWFORD,  
DELTA, DICKINSON, EATON, EMMET, GLADWIN, GOGEBIC, GRAND  
TRAVERSE, GRATIOT, HILLSDALE, HOUGHTON, HURON, INGHAM, IONIA,  
IOSCO, IRON, ISABELLA, JACKSON, KALAMAZOO, KALKASKA, KENT,  
KWEENAW, LAKE, LEELANAU, LENAWEE, LUCE, MACKINAC, MANISTEE,  
MARQUETTE, MASON, MECOSTA, MENOMINEE, MIDLAND, MISSAUKEE,  
MONTCALM, MONTMORENCY, MUSKEGON, NEWAYGO, OCEANA, OGEMAW,  
ONTONAGON, OSCEOLA, OSCODA, OTSEGO, OTTAWA, PRESQUE ISLE,  
ROSCOMMON, SAGINAW, SANILAC, SCHOOLCRAFT, SHIAWASSEE, ST.  
JOSEPH, TUSCOLA, VAN BUREN AND WEXFORD COUNTIES

## Rates      Fringes

OPERATOR: Power Equipment  
(Underground construction  
(including sewer))

## AREA 1:

GROUP 1.....	\$ 39.38	24.85
GROUP 2.....	\$ 34.65	24.85
GROUP 3.....	\$ 33.92	24.85
GROUP 4.....	\$ 33.35	24.85
GROUP 5.....	\$ 24.90	12.05

## AREA 2:

GROUP 1.....	\$ 37.67	24.85
GROUP 2.....	\$ 32.78	24.85
GROUP 3.....	\$ 32.28	24.85
GROUP 4.....	\$ 32.00	24.85
GROUP 5.....	\$ 24.90	12.05

## POWER EQUIPMENT OPERATOR CLASSIFICATIONS

GROUP 1: Backfiller tamper; Backhoe; Batch plant operator  
(concrete); Clamshell; Concrete paver (2 drums or larger);  
Conveyor loader (Euclid type); Crane (crawler, truck type  
or pile driving); Dozer; Dragline; Elevating grader;  
Endloader; Gradall (and similar type machine); Grader;  
Mechanic; Power shovel; Roller (asphalt); Scraper  
(self-propelled or tractor drawn); Side boom tractor (type  
D-4 or equivalent and larger); Slip form paver; Slope  
paver; Trencher (over 8 ft. digging capacity); Well  
drilling rig; Concrete pump with boom operator; Hydro  
Excavator

GROUP 2: Boom truck (power swing type boom); Crusher; Hoist; Pump (1 or more - 6-in. discharge or larger - gas or diesel- powered or powered by generator of 300 amperes or more - inclusive of generator); Side boom tractor (smaller than type D-4 or equivalent); Tractor (pneu-tired, other than backhoe or front end loader); Trencher (8-ft. digging capacity and smaller); Vac Truck and End dump operator;

GROUP 3: Air compressors (600 cfm or larger); Air compressors (2 or more-less than 600 cfm); Boom truck (non-swinging, non- powered type boom); Concrete breaker (self-propelled or truck mounted - includes compressor); Concrete paver (1 drum-1/2 yd. or larger); Elevator (other than passenger); Maintenance person; Pump (2 or more-4-in. up to 6-in. discharge-gas or diesel powered - excluding submersible pumps); Pumpcrete machine (and similar equipment); Wagon drill (multiple); Welding machine or generator (2 or more-300 amp. or larger - gas or diesel powered)

GROUP 4: Boiler; Concrete saw (40 hp or over); Curing machine (self-propelled); Farm tractor (with attachment); Finishing machine (concrete); Hydraulic pipe pushing machine; Mulching equipment; Pumps (2 or more up to 4-in. discharge, if used 3 hours or more a day, gas or diesel powered - excluding submersible pumps); Roller (other than asphalt); Stump remover; Trencher (service); Vibrating compaction equipment, self-propelled (6 ft. wide or over); Sweeper (Wayne type); Water wagon and Extend-a boom forklift

Group 5: Fire Person, Oiler

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\* ENG10324-006 06/01/2022

GENESEE, MACOMB, MONROE, OAKLAND, WASHTENAW, WAYNE, ALCONA, ALGER, ALLEGAN, ALPENA, ANTRIM, ARENAC, BARAGA, BARRY, BAY, BENZIE, BERRIEN, BRANCH, CALHOUN, CASS, CHARLEVOIX, CHEBOYGAN, CHIPPEWA, CLARE, CLINTON, CRAWFORD, DELTA, DICKINSON, EATON, EMMET, GLADWIN, GOGEBIC, GRAND TRAVERSE, GRATIOT, HILLSDALE, HOUGHTON, HURON, INGHAM, IONIA, IOSCO, IRON, ISABELLA, JACKSON, KALAMAZOO, KALKASKA, KENT, KEWEENAW, LAKE, LAPEER, LEELANAU, LENAWEE, LIVINGSTON, LUCE, MACKINAC, MANISTEE, MARQUETTE, MASON, MECOSTA, MENOMINEE, MIDLAND, MISSAUKEE, MONTCALM, MONTMORENCY, MUSKEGON, NEWAYGO, OCEANA, OGEMAW, ONTONAGON, OSCEOLA, OSCODA, OTSEGO, OTTAWA, PRESQUE ISLE, ROSCOMMON, SAGINAW, ST. CLARE, ST. JOSEPH, SANILAC, SCHOOLCRAFT, SHIAWASSEE, TUSCOLA, VAN BUREN AND WEXFORD COUNTIES

Rates      Fringes

Power equipment operators:

(AIRPORT, BRIDGE & HIGHWAY  
CONSTRUCTION)

GROUP 1.....\$ 38.86      24.85



GROUP 2.....	\$ 32.13	24.85
GROUP 3.....	\$ 31.57	24.85
GROUP 4.....	\$ 31.40	24.85

## POWER EQUIPMENT OPERATOR CLASSIFICATIONS

GROUP 1: Asphalt plant operator; Crane operator (does not include work on bridge construction projects when the crane operator is erecting structural components); Dragline operator; Shovel operator; Locomotive operator; Paver operator (5 bags or more); Elevating grader operator; Pile driving operator; Roller operator (asphalt); Blade grader operator; Trenching machine operator (ladder or wheel type); Auto-grader; Slip form paver; Self-propelled or tractor-drawn scraper; Conveyor loader operator (Euclid type); Endloader operator (1 yd. capacity and over); Bulldozer; Hoisting engineer; Tractor operator; Finishing machine operator (asphalt); Mechanic; Pump operator (6-in. discharge or over, gas, diesel powered or generator of 300 amp. or larger); Shouldering or gravel distributing machine operator (self-propelled); Backhoe (with over 3/8 yd. bucket); Side boom tractor (type D-4 or equivalent or larger); Tube finisher (slip form paving); Gradall (and similar type machine); Asphalt paver (self-propelled); Asphalt planer (self-propelled); Batch plant (concrete-central mix); Slurry machine (asphalt); Concrete pump (3 in. and over); Roto-mill; Swinging boom truck (over 12 ton capacity); Hydro demolisher (water blaster); Farm-type tractor with attached pan; Vacuum truck operator; Batch Plant (concrete dry batch); Concrete Saw Operator (40h.p. or over; Tractor Operator (farm type); Finishing Machine Operator (concrete); Grader Operator (self-propelled fine grade or form (concrete)).

GROUP 2: Screening plant operator; Washing plant operator; Crusher operator; Backhoe (with 3/8 yd. bucket or less); Side boom tractor (smaller than D-4 type or equivalent); Sweeper (Wayne type and similar equipment); Grease Truck; Air Compressor Operator (600 cu.ft. per min or more); Air Compressor Operator (two or more, less than 600 cfm);

GROUP 3: Boiler fire tender; Tractor operator (farm type with attachment); Concrete Breaker; Wagon Drill Operator;

GROUP 4: Oiler; Fire tender; Trencher (service); Flexplane operator; Cleftplane operator; Boom or winch hoist truck operator; Endloader operator \*under 1 yd. capacity); Roller Operator (other than asphalt); Curing equipment operator (self-propelled); Power bin operator; Plant drier (6 ft. wide or over); Guard post driver operator (power driven); All mulching equipment; Stump remover; Concrete pump (under 3-in.); Mesh installer (self-propelled); End dump; Skid Steer.

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ENGI0324-007 05/01/2022

ALGER, BARAGA, CHIPPEWA, DELTA, DICKINSON, GOGEBIC, HOUGHTON,  
IRON, KEWEENAW, LUCE, MACKINAC MARQUETTE, MENOMINEE, ONTONAGON  
AND SCHOOLCRAFT COUNTIES:

	Rates	Fringes
OPERATOR: Power Equipment (Steel Erection)		
Compressor, welder and forklift.....	\$ 37.40	24.60
Crane operator, main boom & jib 120' or longer.....	\$ 43.87	24.60
Crane operator, main boom & jib 140' or longer.....	\$ 44.17	24.60
Crane operator, main boom & jib 220' or longer.....	\$ 44.17	24.60
Mechanic with truck and tools.....	\$ 43.00	24.60
Oiler and fireman.....	\$ 35.86	24.60
Regular operator.....	\$ 41.22	24.60

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ENGI0324-008 10/01/2020

ALCONA, ALGER, ALLEGAN, ALPENA, ANTRIM, ARENAC, BARAGA, BARRY,  
BAY, BENZIE, BERRIEN, BRANCH, CALHOUN, CASS, CHARLEVOIX,  
CHEBOYGAN, CHIPPEWA, CLARE, CLINTON, CRAWFORD, DELTA,  
DICKINSON, EATON, EMMET, GENESEE, GLADWIN, GOGEBIC, GRAND  
TRAVERSE, GRATIOT, HILLSDALE, HOUGHTON, HURON, INGHAM, IONIA,  
IOSCO, IRON, ISABELLA, JACKSON, KALAMAZOO, KALKASKA, KENT,  
KEWEENAW, LAKE, LAPEER, LEELANAU, LENAWEE, LIVINGSTON, LUCE,  
MACKINAC, MACOMB, MANISTEE, MARQUETTE, MASON, MECOSTA,  
MENOMINEE, MIDLAND, MISSAUKEE, MONTCALM, MONTMORENCY, MONROE,  
MUSKEGON, NEWAYGO, OAKLAND, OCEANA, OGEMAW, ONTONAGON, OSCEOLA,  
OSCODA, OTSEGO, OTTAWA, PRESQUE ISLE, ROSCOMMON, SAGINAW, ST.  
CLARE, ST. JOSEPH, SANILAC, SCHOOLCRAFT, SHIAWASSEE, TUSCOLA,  
VAN BUREN, WASHTENAW, WAYNE AND WEXFORD COUNTIES

	Rates	Fringes
OPERATOR: Power Equipment (Sewer Relining)		
GROUP 1.....	\$ 35.37	14.31
GROUP 2.....	\$ 33.33	14.31

## SEWER RELINING CLASSIFICATIONS

GROUP 1: Operation of audio-visual closed circuit TV system,  
including remote in-ground cutter and other equipment used  
in connection with the CCTV system

GROUP 2: Operation of hot water heaters and circulation

systems, water jetters and vacuum and mechanical debris  
removal systems

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ENGI0325-012 05/01/2022

	Rates	Fringes
Power equipment operators - gas distribution and duct installation work:		
GROUP 1.....	\$ 34.83	24.85
GROUP 2.....	\$ 32.55	24.85

SCOPE OF WORK: The construction, installation, treating and  
reconditioning of pipelines transporting gas vapors within  
cities, towns, subdivisions, suburban areas, or within  
private property boundaries, up to and including private  
meter settings of private industrial, governmental or other  
premises, more commonly referred to as ""distribution work,""  
starting from the first metering station, connection,  
similar or related facility, of the main or cross country  
pipeline and including duct installation.

Group 1: Backhoe, crane, grader, mechanic, dozer (D-6  
equivalent or larger), side boom (D-4 equivalent or  
larger), trencher(except service), endloader (2 yd.  
capacity or greater).

GROUP 2: Dozer (less than D-6 equivalent), endloader (under  
2 yd. capacity), side boom (under D-4 capacity),  
backfiller, pumps (1 or 2 of 6-inch discharge or greater),  
boom truck (with powered boom), tractor (wheel type other  
than backhoe or front endloader). Tamper (self-propelled),  
boom truck (with non-powered boom), concrete saw (20 hp or  
larger), pumps (2 to 4 under 6-inch discharge), compressor  
(2 or more or when one is used continuously into the second  
day) and trencher(service). Oiler, hydraulic pipe pushing  
machine, grease person and hydrostatic testing operator.

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IRON0008-007 06/01/2022

ALGER, BARAGA, CHIPPEWA, DELTA, DICKINSON, GOGEBIC, HOUGHTON,  
IRON, KEWEENAW, LUCE, MACKINAC MARQUETTE, MENOMINEE, ONTONAGON  
AND SCHOOLCRAFT COUNTIES:

	Rates	Fringes
Ironworker - pre-engineered metal building erector.....	\$ 23.70	6.95
IRONWORKER		
General contracts \$10,000,000 or greater.....	\$ 38.14	28.70

General contracts less  
 than \$10,000,000.....\$ 38.14      28.70

Paid Holidays: New Year's Day, Memorial Day, July 4th, Labor  
 Day, Thanksgiving Day & Christmas Day.

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 IRON0025-002 06/01/2021

ALCONA, ALPENA, ARENAC, BAY, CHEBOYGAN, CLARE, CLINTON,  
 CRAWFORD, GENESEE, GLADWIN, GRATIOT, HURON, INGHAM, IOSCO,  
 ISABELLA, JACKSON, LAPEER, LIVINGSTON, MACOMB, MIDLAND,  
 MONTMORENCY, OAKLAND, OGEMAW, OSCODA, OTSEGO, PRESQUE ISLE,  
 ROSCOMMON, SAGINAW, SANILAC, SHIAWASSEE, ST. CLAIR, TUSCOLA,  
 WASHTENAW AND WAYNE COUNTIES:

	Rates	Fringes
Ironworker - pre-engineered metal building erector		
Alcona, Alpena, Arenac, Cheboygan, Clare, Clinton, Crawford, Gladwin, Gratiot, Huron, Ingham, Iosco, Isabella, Jackson, Lapeer, Livingston (west of Burkhardt Road), Montmorency, Ogemaw, Oscoda, Otsego, Presque Isle, Roscommon, Sanilac, Shiawassee, Tuscola & Washtenaw (west of U.S. 23).	\$ 24.26	22.11
Bay, Genesee, Lapeer, Livingston (east of Burkhardt Road), Macomb, Midland, Oakland, Saginaw, St. Clair, The University of Michigan, Washtenaw (east of U.S. 23) & Wayne...	\$ 25.48	23.11
IRONWORKER		
Ornamental and Structural...	\$ 36.77	29.03
Reinforcing.....	\$ 32.99	30.76

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 IRON0055-005 07/01/2022

LENAWEE AND MONROE COUNTIES:

	Rates	Fringes
IRONWORKER		
Pre-engineered metal buildings.....	\$ 23.59	19.35
All other work.....	\$ 33.00	27.20

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IRON0292-003 06/01/2020

## BERRIEN AND CASS COUNTIES:

	Rates	Fringes
IRONWORKER (Including pre-engineered metal building erector).....	\$ 31.75	22.84

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IRON0340-001 06/19/2017

ALLEGAN, ANTRIM, BARRY, BENZIE, BRANCH, CALHOUN, CHARLEVOIX,  
EATON, EMMET, GRAND TRAVERSE, HILLSDALE, IONIA, KALAMAZOO,  
KALKASKA, KENT, LAKE, LEELANAU, MANISTEE, MASON, MECOSTA,  
MISSAUKEE, MONTCALM, MUSKEGON, NEWAYGO, OCEANA, OSCEOLA,  
OTTAWA, ST. JOSEPH, VAN BUREN AND WEXFORD COUNTIES:

	Rates	Fringes
IRONWORKER (Including pre-engineered metal building erector).....	\$ 24.43	24.67

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LABO0005-006 10/01/2020

	Rates	Fringes
Laborers - hazardous waste abatement: (ALCONA, ALPENA, ANTRIM, BENZIE, CHARLEVOIX, CHEBOYGAN, CRAWFORD, EMMET, GRAND TRAVERSE, IOSCO, KALKASKA, LEELANAU, MISSAUKEE, MONTMORENCY, OSCODA, OTSEGO, PRESQUE ISLE AND WEXFORD COUNTIES - Zone 10)		
Levels A, B or C.....	\$ 17.45	12.75
class b.....	\$ 18.64	12.90
Work performed in conjunction with site preparation not requiring the use of personal protective equipment; Also, Level D.....	\$ 16.45	12.75
class a.....	\$ 17.64	12.90
Zone 10		

Laborers - hazardous waste  
abatement: (ALGER, BARAGA,  
CHIPPEWA, DELTA, DICKINSON,  
GOGEBIC, HOUGHTON, IRON,  
KEWEENAW, LUCE, MACKINAC,  
MARQUETTE, MENOMINEE,

ONTONAGON AND SCHOOLCRAFT  
COUNTIES - Zone 11)

Levels A, B or C.....\$ 23.58      12.90

Work performed in  
conjunction with site  
preparation not requiring  
the use of personal  
protective equipment;

Also, Level D.....\$ 22.58      12.90

Laborers - hazardous waste  
abatement: (ALLEGAN, BARRY,  
BERRIEN, BRANCH, CALHOUN,  
CASS, IONIA COUNTY (except  
the city of Portland);  
KALAMAZOO, KENT, LAKE,  
MANISTEE, MASON, MECOSTA,  
MONTCALM, MUSKEGON, NEWAYGO,  
OCEANA, OSCEOLA, OTTAWA, ST.  
JOSEPH AND VAN BUREN COUNTIES

- Zone 9)

Levels A, B or C.....\$ 21.80      12.90

Work performed in  
conjunction with site  
preparation not requiring  
the use of personal  
protective equipment;

Also, Level D.....\$ 20.80      12.90

Laborers - hazardous waste  
abatement: (ARENAC, BAY,  
CLARE, GLADWIN, GRATIOT,  
HURON, ISABELLA, MIDLAND,  
OGEMAW, ROSCOMMON, SAGINAW  
AND TUSCOLA COUNTIES - Zone 8)

Levels A, B or C.....\$ 21.39      12.90

Work performed in  
conjunction with site  
preparation not requiring  
the use of personal  
protective equipment;

Also, Level D.....\$ 20.80      12.90

Laborers - hazardous waste  
abatement: (CLINTON, EATON  
AND INGHAM COUNTIES; IONIA  
COUNTY (City of Portland);  
LIVINGSTON COUNTY (west of  
Oak Grove Rd., including the  
City of Howell) - Zone 6)

Levels A, B or C.....\$ 25.64      12.90

Work performed in  
conjunction with site  
preparation not requiring  
the use of personal  
protective equipment;

Also, Level D.....\$ 24.64      12.90

Laborers - hazardous waste

abatement: (GENESEE, LAPEER  
AND SHIAWASSEE COUNTIES -  
Zone 7)

Levels A, B or C.....\$ 24.20      13.80

Work performed in  
conjunction with site  
preparation not requiring  
the use of personal  
protective equipment;

Also, Level D.....\$ 23.20      13.80

Laborers - hazardous waste  
abatement: (HILLSDALE,  
JACKSON AND LENAWEЕ COUNTIES  
- Zone 4)

Levels A, B or C.....\$ 25.17      12.90

Work performed in  
conjunction with site  
preparation not requiring  
the use of personal  
protective equipment;

Also, Level D.....\$ 24.17      12.90

Laborers - hazardous waste  
abatement: (LIVINGSTON COUNTY  
(east of Oak Grove Rd. and  
south of M-59, excluding the  
city of Howell); AND  
WASHTENAW COUNTY - Zone 3)

Levels A, B or C.....\$ 29.93      14.20

Work performed in  
conjunction with site  
preparation not requiring  
the use of personal  
protective equipment;

Also, Level D.....\$ 28.93      14.20

Laborers - hazardous waste  
abatement: (MACOMB AND WAYNE  
COUNTIES - Zone 1)

Levels A, B or C.....\$ 29.93      16.90

Work performed in  
conjunction with site  
preparation not requiring  
the use of personal  
protective equipment;

Also, Level D.....\$ 28.93      16.90

Laborers - hazardous waste  
abatement: (MONROE COUNTY -  
Zone 4)

Levels A, B or C.....\$ 31.75      14.90

Work performed in  
conjunction with site  
preparation not requiring  
the use of personal  
protective equipment;

Also, Level D.....\$ 31.75      14.90

Laborers - hazardous waste

abatement: (OAKLAND COUNTY  
and the Northeast portion of  
LIVINGSTON COUNTY bordered by  
Oak Grove Road on the West  
and M-59 on the South - Zone

2)

Level A, B, C.....\$ 29.93      16.90

Work performed in  
conjunction with site  
preparation not requiring  
the use of personal  
protective equipment;

Also, Level D.....\$ 28.93      16.90

Laborers - hazardous waste  
abatement: (SANILAC AND ST.  
CLAIR COUNTIES - Zone 5)

Levels A, B or C.....\$ 25.75      16.35

Work performed in  
conjunction with site  
preparation not requiring  
the use of personal  
protective equipment;

Also, Level D.....\$ 24.75      16.35

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LABO0259-001 09/01/2022

AREA 1: MACOMB, OAKLAND AND WAYNE COUNTIES

AREA 2: ALCONA, ALGER, ALLEGAN, ALPENA, ANTRIM, ARENAC, BARAGA,  
BARRY, BAY, BENZIE, BERRIEN, BRANCH, CALHOUN, CASS, CHARLEVOIX,  
CHEBOYGAN, CHIPPEWA, CLARE, CLINTON, CRAWFORD, DELTA,  
DICKINSON, EATON, EMMET, GENESEE, GLADWIN, GOGEBIC, GRAND  
TRAVERSE, GRATIOT, HILLSDALE, HOUGHTON, HURON, INGHAM, IONIA,  
IOSCO, IRON, ISABELLA, JACKSON, KALAMAZOO, KALKASKA, KENT,  
KEWEENAW, LAKE, LAPEER, LEELANAU, LENAWEE, LIVINGSTON, LUCE,  
MACKINAC, MANISTEE, MARQUETTE, MASON, MECOSTA, MENOMINEE,  
MIDLAND, MISSAUKEE, MONROE, MONTCALM, MONTMORENCY, MUSKEGON,  
NEWAYGO, OCEANA, OGEMAW, ONTONAGON, OSCEOLA, OSCODA, OTSEGO,  
OTTAWA, PRESQUE ISLE, ROSCOMMON, SAGINAW, ST. CLARE, ST.  
JOSEPH, SANILAC, SCHOOLCRAFT, SHIAWASSEE, TUSCOLA, VAN BUREN,  
WASHTENAW AND WEXFORD COUNTIES

Rates      Fringes

Laborers - tunnel, shaft and  
caisson:

AREA 1

GROUP 1.....\$ 23.62      16.95

GROUP 2.....\$ 23.73      19.95

GROUP 3.....\$ 23.79      16.95

GROUP 4.....\$ 23.97      16.95

GROUP 5.....\$ 24.22      16.95

GROUP 6.....\$ 24.55      16.95

GROUP 7.....\$ 17.83      16.95

AREA 2



GROUP 1.....	\$ 25.15	12.95
GROUP 2.....	\$ 25.24	12.95
GROUP 3.....	\$ 25.34	12.95
GROUP 4.....	\$ 25.50	12.95
GROUP 5.....	\$ 25.76	12.95
GROUP 6.....	\$ 26.07	12.95
GROUP 7.....	\$ 18.34	12.95

SCOPE OF WORK: Tunnel, shaft and caisson work of every type and description and all operations incidental thereto, including, but not limited to, shafts and tunnels for sewers, water, subways, transportation, diversion, sewerage, caverns, shelters, aquifers, reservoirs, missile silos and steel sheeting for underground construction.

#### TUNNEL LABORER CLASSIFICATIONS

GROUP 1: Tunnel, shaft and caisson laborer, dump, shanty, hog house tender, testing (on gas) and watchman

GROUP 2: Manhole, headwall, catch basin builder, bricklayer tender, mortar machine and material mixer

GROUP 3: Air tool operator (jackhammer, bush hammer and grinder), first bottom, second bottom, cage tender, car pusher, carrier, concrete, concrete form, concrete repair, cement invert laborer, cement finisher, concrete shoveler, conveyor, floor, gasoline and electric tool operator, gunite, grout operator, welder, heading dinky person, inside lock tender, pea gravel operator, pump, outside lock tender, scaffold, top signal person, switch person, track, tugger, utility person, vibrator, winch operator, pipe jacking, wagon drill and air track operator and concrete saw operator (under 40 h.p.)

GROUP 4: Tunnel, shaft and caisson mucker, bracer, liner plate, long haul dinky driver and well point

GROUP 5: Tunnel, shaft and caisson miner, drill runner, key board operator, power knife operator, reinforced steel or mesh (e.g. wire mesh, steel mats, dowel bars, etc.)

GROUP 6: Dynamite and powder

GROUP 7: Restoration laborer, seeding, sodding, planting, cutting, mulching and top soil grading; and the restoration of property such as replacing mailboxes, wood chips, planter boxes, flagstones, etc.

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LABO0334-001 09/01/2021

Rates      Fringes

Laborers - open cut:

ZONE 1 - MACOMB, OAKLAND  
AND WAYNE COUNTIES:

GROUP 1.....	\$ 23.47	16.95
GROUP 2.....	\$ 23.58	16.95
GROUP 3.....	\$ 23.63	16.95
GROUP 4.....	\$ 23.71	16.95
GROUP 5.....	\$ 23.77	16.95
GROUP 6.....	\$ 21.22	16.95
GROUP 7.....	\$ 17.84	16.95

ZONE 2 - LIVINGSTON COUNTY

(east of M-151 (Oak Grove  
Rd.)); MONROE AND

WASHTENAW COUNTIES:

GROUP 1.....	\$ 24.80	12.95
GROUP 2.....	\$ 24.91	12.95
GROUP 3.....	\$ 25.03	12.95
GROUP 4.....	\$ 25.10	12.95
GROUP 5.....	\$ 25.25	12.95
GROUP 6.....	\$ 22.55	12.95
GROUP 7.....	\$ 19.19	12.95

ZONE 3 - CLINTON, EATON,  
GENESEE, HILLSDALE AND  
INGHAM COUNTIES; IONIA  
COUNTY (City of Portland);  
JACKSON, LAPEER AND  
LENAWEE COUNTIES;  
LIVINGSTON COUNTY (west of  
M-151 Oak Grove Rd.);  
SANILAC, ST. CLAIR AND  
SHIAWASSEE COUNTIES:

GROUP 1.....	\$ 22.99	12.95
GROUP 2.....	\$ 23.13	12.95
GROUP 3.....	\$ 23.25	12.95
GROUP 4.....	\$ 23.30	12.95
GROUP 5.....	\$ 23.44	12.95
GROUP 6.....	\$ 20.74	12.95
GROUP 7.....	\$ 17.89	12.95

ZONE 4 - ALCONA, ALLEGAN,  
ALPENA, ANTRIM, ARENAC,  
BARRY, BAY, BENZIE,  
BERRIEN, BRANCH,  
CALHOUN, CASS, CHARLEVOIX,  
CHEBOYGAN, CLARE,  
CRAWFORD, EMMET,  
GLADWIN, GRAND TRAVERSE,  
GRATIOT AND HURON  
COUNTIES; IONIA COUNTY  
(EXCEPT THE CITY OF  
PORTLAND); IOSCO,  
ISABELLA, KALAMAZOO,  
KALKASKA, KENT,  
LAKE, LEELANAU, MANISTEE,  
MASON, MECOSTA, MIDLAND,  
MISSAUKEE, MONTCALM,  
MONTMORENCY, MUSKEGON,

NEWAYGO, OCEANA, OGEMAW,  
OSCEOLA, OSCODA, OTSEGO,  
OTTAWA, PRESQUE ISLE,  
ROSCOMMON, SAGINAW, ST.  
JOSEPH, TUSCOLA, VAN BUREN  
AND WEXFORD COUNTIES:

GROUP 1.....	\$ 22.02	12.95
GROUP 2.....	\$ 22.15	12.95
GROUP 3.....	\$ 22.26	12.95
GROUP 4.....	\$ 22.33	12.95
GROUP 5.....	\$ 22.45	12.95
GROUP 6.....	\$ 19.67	12.95
GROUP 7.....	\$ 18.01	12.95

ZONE 5 - ALGER, BARAGA,  
CHIPPEWA, DELTA,  
DICKINSON, GOGEBIC,  
HOUGHTON, IRON,  
KEWEENAW, LUCE, MACKINAC,  
MARQUETTE, MENOMINEE,  
ONTONAGON AND SCHOOLCRAFT  
COUNTIES:

GROUP 1.....	\$ 22.24	12.95
GROUP 2.....	\$ 22.38	12.95
GROUP 3.....	\$ 22.51	12.95
GROUP 4.....	\$ 22.56	12.95
GROUP 5.....	\$ 22.61	12.95
GROUP 6.....	\$ 19.99	12.95
GROUP 7.....	\$ 18.10	12.95

#### SCOPE OF WORK:

Open cut construction work shall be construed to mean work which requires the excavation of earth including industrial, commercial and residential building site excavation and preparation, land balancing, demolition and removal of concrete and underground appurtenances, grading, paving, sewers, utilities and improvements; retention, oxidation, flocculation and irrigation facilities, and also including but not limited to underground piping, conduits, steel sheeting for underground construction, and all work incidental thereto, and general excavation. For all areas except the Upper Peninsula, open cut construction work shall also be construed to mean waterfront work, piers, docks, seawalls, breakwalls, marinas and all incidental work. Open cut construction work shall not include any structural modifications, alterations, additions and repairs to buildings, or highway work, including roads, streets, bridge construction and parking lots or steel erection work and excavation for the building itself and back filling inside of and within 5 ft. of the building and foundations, footings and piers for the building. Open cut construction work shall not include any work covered under Tunnel, Shaft and Caisson work.

#### OPEN CUT LABORER CLASSIFICATIONS

GROUP 1: Construction laborer

GROUP 2: Mortar and material mixer, concrete form person, signal person, well point person, manhole, headwall and catch basin builder, headwall, seawall, breakwall and dock builder

GROUP 3: Air, gasoline and electric tool operator, vibrator operator, driller, pump person, tar kettle operator, bracer, rodder, reinforced steel or mesh person (e.g., wire mesh, steel mats, dowel bars, etc.), welder, pipe jacking and boring person, wagon drill and air track operator and concrete saw operator (under 40 h.p.), windlass and tugger person and directional boring person

GROUP 4: Trench or excavating grade person

GROUP 5: Pipe layer (including crock, metal pipe, multi-plate or other conduits)

GROUP 6: Grouting man, audio-visual television operations and all other operations in connection with closed circuit television inspection, pipe cleaning and pipe relining work and the installation and repair of water service pipe and appurtenances

GROUP 7: Restoration laborer, seeding, sodding, planting, cutting, mulching and top soil grading; and the restoration of property such as replacing mailboxes, wood chips, planter boxes, flagstones, etc.

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LABO0465-001 06/01/2022

LABORER: Highway, Bridge and Airport Construction

AREA 1: GENESEE, MACOMB, MONROE, OAKLAND, WASHTENAW AND WAYNE COUNTIES

AREA 2: ALLEGAN, BARRY, BAY, BERRIEN, BRANCH, CALHOUN, CASS, CLINTON, EATON, GRATIOT, HILLSDALE, HURON, INGHAM, JACKSON, KALAMAZOO, LAPEER, LENAWEE, LIVINGSTON, MIDLAND, MUSKEGON, SAGINAW, SANILAC, SHIAWASSEE, ST. CLAIR, ST. JOSEPH, TUSCOLA AND VAN BUREN COUNTIES

AREA 3: ALCONA, ALPENA, ANTRIM, ARENAC, BENZIE, CHARLEVOIX, CHEBOYGAN, CLARE, CRAWFORD, EMMET, GLADWIN, GRAND TRAVERSE, IONIA, IOSCO, ISABELLA, KALKASKA, KENT, LAKE, LEELANAU, MANISTEE, MASON, MECOSTA, MISSAUKEE, MONTCALM, MONTMORENCY, NEWAYGO, OCEANA, OGEMAW, OSCEOLA, OSCODA, OTSEGO, OTTAWA, PRESQUE ISLE, ROSCOMMON AND WEXFORD COUNTIES

AREA 4: ALGER, BARAGA, CHIPPEWA, DELTA, DICKINSON, GOGEBIC, HOUGHTON, IRON, KEWEENAW, LUCE, MACKINAC, MARQUETTE, MENOMINEE,

## ONTONAGON AND SCHOOLCRAFT COUNTIES

	Rates	Fringes
LABORER (AREA 1)		
GROUP 1.....	\$ 32.02	13.95
GROUP 2.....	\$ 32.15	13.95
GROUP 3.....	\$ 32.33	13.95
GROUP 4.....	\$ 32.41	13.95
GROUP 5.....	\$ 32.62	13.95
GROUP 6.....	\$ 32.92	13.95
LABORER (AREA 2)		
GROUP 1.....	\$ 26.92	12.90
GROUP 2.....	\$ 27.12	12.90
GROUP 3.....	\$ 27.36	12.90
GROUP 4.....	\$ 27.71	12.90
GROUP 5.....	\$ 27.58	12.90
GROUP 6.....	\$ 27.92	12.90
LABORER (AREA 3)		
GROUP 1.....	\$ 26.22	12.90
GROUP 2.....	\$ 26.43	12.90
GROUP 3.....	\$ 26.72	12.90
GROUP 4.....	\$ 27.16	12.90
GROUP 5.....	\$ 26.78	12.90
GROUP 6.....	\$ 27.21	12.90
LABORER (AREA 4)		
GROUP 1.....	\$ 26.22	12.90
GROUP 2.....	\$ 26.43	12.90
GROUP 3.....	\$ 26.72	12.90
GROUP 4.....	\$ 27.16	12.90
GROUP 5.....	\$ 26.78	12.90
GROUP 6.....	\$ 27.21	12.90

## LABORER CLASSIFICATIONS

GROUP 1: Asphalt shoveler or loader; asphalt plant misc.; burlap person; yard person; dumper (wagon, truck, etc.); joint filling laborer; miscellaneous laborer; unskilled laborer; sprinkler laborer; form setting laborer; form stripper; pavement reinforcing; handling and placing (e.g., wire mesh, steel mats, dowel bars); mason's tender or bricklayer's tender on manholes; manhole builder; headwalls, etc.; waterproofing, (other than buildings) seal coating and slurry mix, shoring, underpinning; pressure grouting; bridge pin and hanger removal; material recycling laborer; horizontal paver laborer (brick, concrete, clay, stone and asphalt); ground stabilization and modification laborer; grouting; waterblasting; top person; railroad track and trestle laborer; carpenters' tender; guard rail builders' tender; earth retention barrier and wall and M.S.E. wall installer's tender; highway and median installer's tender (including sound, retaining, and crash barriers); fence erector's tender; asphalt raker tender; sign installer; remote control operated equipment.

GROUP 2: Mixer operator (less than 5 sacks); air or electric tool operator (jackhammer, etc.); spreader; boxperson (asphalt, stone, gravel); concrete paddler; power chain saw operator; paving batch truck dumper; tunnel mucker (highway work only); concrete saw (under 40 h.p.) and dry pack machine; roto-mill grounds person.

GROUP 3: Tunnel miner (highway work only); finishers tenders; guard rail builders; highway and median barrier installer; earth retention barrier and wall and M.S.E. wall installer's (including sound, retaining and crash barriers); fence erector; bottom person; powder person; wagon drill and air track operator; diamond and core drills; grade checker; certified welders; curb and side rail setter's tender.

GROUP 4: Asphalt raker

GROUP 5: Pipe layers, oxy-gun

GROUP 6: Line-form setter for curb or pavement; asphalt screed checker/screw man on asphalt paving machines.

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LABO1076-005 04/01/2022

#### MICHIGAN STATEWIDE

	Rates	Fringes
LABORER (DISTRIBUTION WORK)		
Zone 1.....	\$ 25.17	13.32
Zone 2.....	\$ 23.47	13.40
Zone 3.....	\$ 21.60	13.45
Zone 4.....	\$ 20.97	13.43
Zone 5.....	\$ 21.00	13.40

DISTRIBUTION WORK - The construction, installation, treating and reconditioning of distribution pipelines transporting coal, oil, gas or other similar materials, vapors or liquids, including pipelines within private property boundaries, up to and including the meter settings on residential, commercial, industrial, institutional, private and public structures. All work covering pumping stations and tank farms not covered by the Building Trades Agreement. Other distribution lines with the exception of sewer, water and cable television are included.

Underground Duct Layer Pay: \$.40 per hour above the base pay rate.

Zone 1 - Macomb, Oakland and Wayne

Zone 2 - Monroe and Washtenaw

Zone 3 - Bay, Genesee, Lapeer, Midland, Saginaw, Sanilac,

Shiawassee and St. Clair  
 Zone 4 - Alger, Baraga, Chippewa, Delta, Dickinson, Gogebic,  
 Houghton, Iron, Keweenaw, Luce, Mackinac, Marquette,  
 Menominee, Ontonagon and Schoolcraft  
 Zone 5 - Remaining Counties in Michigan

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 PAIN0022-002 07/01/2008

HILLSDALE, JACKSON AND LENAWEE COUNTIES; LIVINGSTON COUNTY  
 (east of the eastern city limits of Howell, not including the  
 city of Howell, north to the Genesee County line and south to  
 the Washtenaw County line); MACOMB, MONROE, OAKLAND, WASHTENAW  
 AND WAYNE COUNTIES:

	Rates	Fringes
PAINTER.....	\$ 25.06	14.75

FOOTNOTES: For all spray work and journeyman rigging for  
 spray work, also blowing off, \$0.80 per hour additional  
 (applies only to workers doing rigging for spray work on  
 off the floor work. Does not include setting up or moving  
 rigging on floor surfaces, nor does it apply to workers  
 engaged in covering up or tending spray equipment. For all  
 sandblasting and spray work performed on highway bridges,  
 overpasses, tanks or steel, \$0.80 per hour additional. For  
 all brushing, cleaning and other preparatory work (other  
 than spraying or steeplejack work) at scaffold heights of  
 fifty (50) feet from the ground or higher, \$0.50 per hour  
 additional. For all preparatorial work and painting  
 performed on open steel under forty (40) feet when no  
 scaffolding is involved, \$0.50 per hour additional. For all  
 swing stage work-window jacks and window belts-exterior and  
 interior, \$0.50 per hour additional. For all spray work and  
 sandblaster work to a scaffold height of forty (40) feet  
 above the floor level, \$0.80 per hour additional. For all  
 preparatorial work and painting on all highway bridges or  
 overpasses up to forty (40) feet in height, \$0.50 per hour  
 additional. For all steeplejack work performed where the  
 elevation is forty (40) feet or more, \$1.25 per hour  
 additional.

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 PAIN0312-001 06/01/2018

EXCLUDES: ALLEGAN COUNTY (Townships of Dorr, Fillmore, Heath,  
 Hopkins, Laketown, Leighton, Manlius, Monterey, Overisel,  
 Salem, Saugatuck and Wayland); INCLUDES: Barry, Berrien,  
 Branch, Calhoun, Cass, Hillsdale, Kalamazoo, St. Joseph, Van  
 Buren

	Rates	Fringes
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## PAINTER

Brush and roller.....\$ 23.74	13.35
Spray, Sandblast, Sign	
Painting.....\$ 24.94	13.35

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PAIN0845-003 05/10/2018

CLINTON COUNTY; EATON COUNTY (does not include the townships of Bellevue and Olivet); INGHAM COUNTY; IONIA COUNTY (east of Hwy. M 66); LIVINGSTON COUNTY (west of the eastern city limits of Howell, including the city of Howell, north to the Genesee County line and south to the Washtenaw County line); AND SHIAWASSEE COUNTY (Townships of Bennington, Laingsbury and Perry):

Rates	Fringes
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PAINTER.....\$ 25.49	13.74
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PAIN0845-015 05/10/2018

MUSKEGON COUNTY; NEWAYGO COUNTY (except the Townships of Barton, Big Prairie, Brooks, Croton, Ensley, Everett, Goodwell, Grant, Home, Monroe, Norwich and Wilcox); OCEANA COUNTY; OTTAWA COUNTY (except the townships of Allendale, Blendone, Chester, Georgetown, Holland, Jamestown, Olive, Park, Polkton, Port Sheldon, Tallmadge, Wright and Zeeland):

Rates	Fringes
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PAINTER.....\$ 25.49	13.74
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PAIN0845-018 05/10/2018

ALLEGAN COUNTY (Townships of Dorr, Fillmore, Heath, Hopkins, Laketown, Leighton, Manlius, Monterey, Overisel, Salem, Saugatuck and Wayland); IONIA COUNTY (west of Hwy. M-66); KENT, MECOSTA AND MONTCALM COUNTIES; NEWAYGO COUNTY (Townships of Barton, Big Prairie, Brooks, Croton, Ensley, Everett, Goodwell, Grant, Home, Monroe, Norwich and Wilcox); OSCEOLA COUNTY (south of Hwy. #10); OTTAWA COUNTY (Townships of Allendale, Blendone, Chester, Georgetown, Holland, Jamestown, Olive, Park, Polkton, Port Sheldon, Tallmadge, Wright and Zeeland):

Rates	Fringes
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PAINTER.....\$ 25.49	13.74
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FOOTNOTES: Lead abatement work: \$1.00 per hour additional.

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\* PAIN1011-003 06/02/2022



ALGER, BARAGA, CHIPPEWA, DELTA, DICKINSON, GOGEBIC, HOUGHTON,  
IRON, KEWEENAW, LUCE, MACKINAC, MARQUETTE, MENOMINEE, ONTONAGON  
AND SCHOOLCRAFT COUNTIES:

	Rates	Fringes
PAINTER.....	\$ 24.66	14.99

FOOTNOTES: High pay (bridges, overpasses, watertower): 30 to  
80 ft.: \$.65 per hour additional. 80 ft. and over: \$1.30  
per hour additional.

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PAIN1474-002 06/01/2010

HURON COUNTY; LAPEER COUNTY (east of Hwy. M-53); ST. CLAIR,  
SANILAC AND TUSCOLA COUNTIES:

	Rates	Fringes
PAINTER.....	\$ 23.79	12.02

FOOTNOTES: Lead abatement work: \$1.00 per hour additional.  
Work with any hazardous material: \$1.00 per hour  
additional. Sandblasting, steam cleaning and acid cleaning:  
\$1.00 per hour additional. Ladder work at or above 40 ft.,  
scaffold work at or above 40 ft., swing stage, boatswain  
chair, window jacks and all work performed over a falling  
height of 40 ft.: \$1.00 per hour additional. Spray gun  
work, pick pullers and those handling needles, blowing off  
by air pressure, and any person rigging (setting up and  
moving off the ground): \$1.00 per hour additional.  
Steeplejack, tanks, gas holders, stacks, flag poles, radio  
towers and beacons, power line towers, bridges, etc.: \$1.00  
per hour additional, paid from the ground up.

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PAIN1803-003 06/01/2019

ALCONA, ALPENA, ANTRIM, ARENAC, BAY, BENZIE, CHARLEVOIX,  
CHEBOYGAN, CLARE, CRAWFORD, EMMET, GLADWIN, GRAND TRAVERSE,  
GRATIOT, IOSCO, ISABELLA, KALKASKA, LAKE, LEELANAU, MANISTEE,  
MASON, MIDLAND, MISSAUKEE, MONTMORENCY AND OGEMAW COUNTIES;  
OSCEOLA COUNTY (north of Hwy. #10); OSCODA, OTSEGO, PRESQUE  
ISLE, ROSCOMMON, SAGINAW AND WEXFORD COUNTIES:

	Rates	Fringes
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PAINTER		
Work performed on water,		
bridges over water or		

moving traffic, radio and powerline towers, elevated tanks, steeples, smoke stacks over 40 ft. of falling heights, recovery of lead-based paints and any work associated with industrial plants, except maintenance of industrial plants.....\$ 25.39	14.68
All other work, including maintenance of industrial plant.....\$ 25.39	14.68

FOOTNOTES: Spray painting, sandblasting, blowdown associated with spraying and blasting, water blasting and work involving a swing stage, boatswain chair or spider: \$1.00 per hour additional. All work performed inside tanks, vessels, tank trailers, railroad cars, sewers, smoke stacks, boilers or other spaces having limited egress not including buildings, opentop tanks, pits, etc.: \$1.25 per hour additional.

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PLAS0514-001 06/01/2018

ZONE 1: GENESEE, LIVINGSTON, MACOMB, MONROE, OAKLAND, SAGINAW, WASHTENAW AND WAYNE COUNTIES

ZONE 2: ALCONA, ALGER, ALLEGAN, ALPENA, ANTRIM, ARENAC, BARAGA, BARRY, BAY, BENZIE, BERRIEN, BRANCH, CALHOUN, CASS, CHARLEVOIX, CHEBOYGAN, CHIPPEWA, CLARE, CLINTON, CRAWFORD, DELTA, DICKINSON, EATON, EMMET, GLADWIN, GOGEBIC, GRAND TRAVERSE, GRATIOT, HILLSDALE, HOUGHTON, HURON, INGHAM, IONIA, IOSCO, IRON, ISABELLA, JACKSON, KALAMAZOO, KALKASKA, KENT, KEWEENAW, LAKE, LAPEER, LEELANAU, LENAWEE, LUCE, MACKINAC, MANISTEE, MARQUETTE, MASON, MECOSTA, MENOMINEE, MIDLAND, MISSAUKEE, MONTCALM, MONTMORENCY, MUSKEGON, NEWAYGO, OCEANA, OGEMAW, ONTONAGON, OSCEOLA, OSCODA, OTSEGO, OTTAWA, PRESQUE ISLE, ROSCOMMON, SANILAC, SCHOOLCRAFT, SHIAWASSEE, ST. CLAIR, ST. JOSEPH, TUSCOLA, VAN BUREN AND WEXFORD COUNTIES

Rates	Fringes
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CEMENT MASON/CONCRETE FINISHER	
ZONE 1.....\$ 31.47	13.81
ZONE 2.....\$ 29.97	13.81

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PLUM0190-003 05/01/2015

ALCONA, ALGER, ALLEGAN, ALPENA, ANTRIM, ARENAC, BARAGA, BARRY, BAY, BENZIE, BERRIEN, BRANCH, CALHOUN, CASS, CHARLEVOIX, CHEBOYGAN, CHIPPEWA, CLARE, CLINTON, CRAWFORD, DELTA, DICKINSON, EATON, EMMET, GENESEE, GLADWIN, GOGEBIC, GRAND

TRAVERSE, GRATIOT, HILLSDALE, HOUGHTON, HURON, INGHAM, IONIA, IOSCO, IRON, ISABELLA, JACKSON, KALAMAZOO, KALKASKA, KENT, KEWEENAW, LAKE, LAPEER, LEELANAU, LENAWEE, LIVINGSTON, LUCE, MACKINAC, MACOMB, MANISTEE, MARQUETTE, MASON, MECOSTA, MENOMINEE, MIDLAND, MISSAUKEE, MONTCALM, MONTMORENCY, MONROE, MUSKEGON, NEWAYGO, OAKLAND, OCEANA, OGEMAW, ONTONAGON, OSCEOLA, OSCODA, OTSEGO, OTTAWA, PRESQUE ISLE, ROSCOMMON, SAGINAW, ST. CLARE, ST. JOSEPH, SANILAC, SCHOOLCRAFT, SHIAWASSEE, TUSCOLA, VAN BUREN, WASHTENAW, WAYNE AND WEXFORD COUNTIES

Rates      Fringes

Plumber/Pipefitter - gas  
distribution pipeline:

Welding in conjunction

with gas distribution

pipeline work.....\$ 33.03      20.19

All other work:.....\$ 24.19      12.28

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TEAM0007-004 06/01/2020

AREA 1: ALCONA, ALGER, ALLEGAN, ALPENA, ANTRIM, ARENAC, BARAGA, BARRY, BAY, BENZIE, BERRIEN, BRANCH, CALHOUN, CASS, CHARLEVOIX, CHEBOYGAN, CHIPPEWA, CLARE, CLINTON, CRAWFORD, DELTA, DICKINSON, EATON, EMMET, GLADWIN, GOGEBIC, GRAND TRAVERSE, GRATIOT, HILLSDALE, HOUGHTON, HURON, INGHAM, IONIA, IOSCO, IRON, ISABELLA, JACKSON, KALAMAZOO, KALKASKA, KENT, KEWEENAW, LAKE, LAPEER, LEELANAU, LENAWEE, LUCE, MACKINAC, MANISTEE, MARQUETTE, MASON, MECOSTA, MENOMINEE, MIDLAND, MISSAUKEE, MONTCALM, MONTMORENCY, MUSKEGON, NEWAYGO, OCEANA, OGEMAW, ONTONAGON, OSCEOLA, OSCODA, OTSEGO, OTTAWA, PRESQUE ISLE, ROSCOMMON, SAGINAW, SANILAC, SCHOOLCRAFT, SHIAWASSEE, ST. CLAIR, ST. JOSEPH, TUSCOLA, VAN BUREN AND WEXFORD COUNTIES

AREA 2: GENESEE, LIVINGSTON, MACOMB, MONROE, OAKLAND, WASHTENAW AND WAYNE COUNTIES

Rates      Fringes

TRUCK DRIVER

AREA 1

Euclids, double bottoms

and lowboys.....\$ 28.05      .50 + a+b

Trucks under 8 cu. yds.....\$ 27.80      .50 + a+b

Trucks, 8 cu. yds. and

over.....\$ 27.90      .50 + a+b

AREA 2

Euclids, double bottomms

and lowboys.....\$ 24.895      .50 + a+b

Euclids, double bottoms

and lowboys.....\$ 28.15      .50 + a+b

Trucks under 8 cu. yds.....\$ 27.90      .50 + a+b

Trucks, 8 cu. yds. and

over.....\$ 28.00 .50 + a+b

Footnote:

a. \$470.70 per week

b. \$68.70 daily

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TEAM0247-004 04/01/2013

AREA 1: ALCONA, ALGER, ALLEGAN, ALPENA, ANTRIM, ARENAC, BARAGA, BARRY, BAY, BENZIE, BERRIEN, BRANCH, CALHOUN, CASS, CHARLEVOIX, CHEBOYGAN, CHIPPEWA, CLARE, CLINTON, CRAWFORD, DELTA, DICKINSON, EATON, EMMET, GLADWIN, GOGEBIC, GRAND TRAVERSE, GRATIOT, HILLSDALE, HOUGHTON, HURON, INGHAM, IONIA, IOSCO, IRON, ISABELLA, JACKSON, KALAMAZOO, KALKASKA, KENT, KEWEENAW, LAKE, LAPEER, LEELANAU, LENAWEE, LUCE, MACKINAC, MANISTEE, MARQUETTE, MASON, MECOSTA, MENOMINEE, MIDLAND, MISSAUKEE, MONTCALM, MONTMORENCY, MUSKEGON, NEWAYGO, OCEANA, OGEMAW, ONTONAGON, OSCEOLA, OSCODA, OTSEGO, OTTAWA, PRESQUE ISLE, ROSCOMMON, SANILAC, SCHOOLCRAFT, SHIAWASSEE, SAGINAW, ST. CLAIR, ST. JOSEPH, TUSCOLA, VAN BUREN AND WEXFORD COUNTIES

AREA 2: GENESEE, LIVINGSTON, MACOMB, MONROE, OAKLAND, WASHTENAW AND WAYNE COUNTIES

Rates      Fringes

Sign Installer

AREA 1

GROUP 1.....\$ 21.78	11.83
GROUP 2.....\$ 25.27	11.8375

AREA 2

GROUP 1.....\$ 22.03	11.83
GROUP 2.....\$ 25.02	11.8375

FOOTNOTE:

a. \$132.70 per week, plus \$17.80 per day.

SIGN INSTALLER CLASSIFICATIONS:

GROUP 1: performs all necessary labor and uses all tools required to construct and set concrete forms required in the installation of highway and street signs

GROUP 2: performs all miscellaneous labor, uses all hand and power tools, and operates all other equipment, mobile or otherwise, required for the installation of highway and street signs

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TEAM0247-010 04/01/2018

AREA 1: LAPEER AND SHIAWASSEE COUNTIES

AREA 2: GENESEE, MACOMB, MONROE, OAKLAND, ST. CLAIR, WASHTENAW  
AND WAYNE COUNTIES

	Rates	Fringes
TRUCK DRIVER (Underground construction)		
AREA 1		
GROUP 1.....	\$ 23.82	19.04
GROUP 2.....	\$ 23.91	19.04
GROUP 3.....	\$ 24.12	19.04
AREA 2		
GROUP 1.....	\$ 24.12	19.04
GROUP 2.....	\$ 24.26	19.04
GROUP 3.....	\$ 24.45	19.04

PAID HOLIDAYS: New Year's Day, Memorial Day, Fourth of July, Labor Day, Thanksgiving Day and Christmas Day.

SCOPE OF WORK: Excavation, site preparation, land balancing, grading, sewers, utilities and improvements; also including but not limited to, tunnels, underground piping, retention, oxidation, flocculation facilities, conduits, general excavation and steel sheeting for underground construction. Underground construction work shall not include any structural modifications, alterations, additions and repairs to buildings or highway work, including roads, streets, bridge construction and parking lots or steel erection.

TRUCK DRIVER CLASSIFICATIONS

GROUP 1: Truck driver on all trucks (EXCEPT dump trucks of 8 cubic yards capacity or over, pole trailers, semis, low boys, Euclid, double bottom and fuel trucks)

GROUP 2: Truck driver on dump trucks of 8 cubic yards capacity or over, pole trailers, semis and fuel trucks

GROUP 3: Truck driver on low boy, Euclid and double bottom

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\* SUMI2002-001 05/01/2002

	Rates	Fringes
Flag Person.....	\$ 10.10 **	0.00
LINE PROTECTOR (ZONE 1: GENESEE, MACOMB, MONROE, OAKLAND, WASHTENAW AND WAYNE)....		
	\$ 22.89	13.45

LINE PROTECTOR (ZONE 2:

STATEWIDE (EXCLUDING GENESEE,  
MACOMB, MONROE, OAKLAND,  
WASHTENAW AND WAYNE).....\$ 20.19      13.45

Pavement Marking Machine  
(ZONE 1: GENESEE, MACOMB,  
MONROE, OAKLAND, WASHTENAW  
AND WAYNE COUNTIES)  
Group 1.....\$ 30.52      13.45

Pavement Marking Machine  
(ZONE 1: GENESEE, MACOMB,  
MONROE, OAKLAND, WASHTENAW  
AND WAYNE)  
Group 2.....\$ 27.47      13.45

Pavement Marking Machine  
(ZONE 2: STATEWIDE (EXCLUDING  
GENESEE, MACOMB, MONROE,  
OAKLAND, WASHTENAW AND WAYNE  
COUNTIES)  
Group 1.....\$ 26.92      13.45

Pavement Marking Machine  
(ZONE 2: STATEWIDE (EXCLUDING  
GENESEE, MACOMB, MONROE,  
OAKLAND, WASHTENAW AND WAYNE)  
Group 2.....\$ 24.23      13.45

#### WORK CLASSIFICATIONS:

PAVEMENT MARKER GROUP 1: Drives or operates a truck mounted  
striper, grinder, blaster, groover, or thermoplastic melter  
for the placement or removal of temporary or permanent  
pavement markings or markers.

PAVEMENT MARKER GROUP 2: Performs all functions involved for  
the placement or removal of temporary or permanent pavement  
markings or markers not covered by the classification of  
Pavement Marker Group 1 or Line Protector.

LINE PROTECTOR: Performs all operations for the protection or  
removal of temporary or permanent pavement markings or  
markers in a moving convoy operation not performed by the  
classification of Pavement Marker Group 1. A moving convoy  
operation is comprised of only Pavement Markers Group 1 and  
Line Protectors.

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

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\*\* Workers in this classification may be entitled to a higher minimum wage under Executive Order 14026 (\$15.00) or 13658 (\$11.25). Please see the Note at the top of the wage determination for more information.

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>.

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)).

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

#### Union Rate Identifiers

A four letter classification abbreviation identifier enclosed in dotted lines beginning with characters other than ""SU"" or ""UAVG"" denotes that the union classification and rate were prevailing for that classification in the survey. Example: PLUM0198-005 07/01/2014. PLUM is an abbreviation identifier of the union which prevailed in the survey for this classification, which in this example would be Plumbers. 0198 indicates the local union number or district council number where applicable, i.e., Plumbers Local 0198. The next number, 005 in the example, is an internal number used in processing the wage determination. 07/01/2014 is the effective date of the

most current negotiated rate, which in this example is July 1, 2014.

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

#### Survey Rate Identifiers

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

Survey wage rates are not updated and remain in effect until a new survey is conducted.

#### Union Average Rate Identifiers

Classification(s) listed under the UAVG identifier indicate that no single majority rate prevailed for those classifications; however, 100% of the data reported for the classifications was union data. EXAMPLE: UAVG-OH-0010 08/29/2014. UAVG indicates that the rate is a weighted union average rate. OH indicates the state. The next number, 0010 in the example, is an internal number used in producing the wage determination. 08/29/2014 indicates the survey completion date for the classifications and rates under that identifier.

A UAVG rate will be updated once a year, usually in January of each year, to reflect a weighted average of the current negotiated/CBA rate of the union locals from which the rate is based.

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#### 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 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 DECISIO"

#### WAGE DETERMINATION BUILDING

"General Decision Number: MI20220079 11/04/2022

Superseded General Decision Number: MI20210079

State: Michigan

Construction Type: Building

County: Calhoun County in Michigan.

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

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

<p>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:</p>	<p>. Executive Order 14026 generally applies to the contract. 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.</p>
<p>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:</p>	<p>. Executive Order 13658 generally applies to the contract. 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.</p>

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	02/18/2022
2	02/25/2022
3	04/01/2022
4	06/24/2022
5	07/01/2022
6	07/08/2022
7	07/15/2022
8	08/05/2022
9	11/04/2022

ASBE0047-002 07/01/2022

Rates      Fringes

ASBESTOS WORKER/HEAT & FROST  
 INSULATOR.....\$ 34.62      18.58

-----  
 BOIL0169-001 01/01/2021

Rates      Fringes

BOILERMAKER.....\$ 35.95      34.52

-----  
 BRMI0009-031 08/01/2020

Rates      Fringes

BRICKLAYER.....\$ 31.01      20.36  
 TILE FINISHER.....\$ 23.17      13.79  
 TILE SETTER.....\$ 24.23      15.56

-----  
 CARP0525-003 06/01/2021

Rates      Fringes

CARPENTER, Includes  
 Acoustical Ceiling  
 Installation, Drywall  
 Hanging, and Form Work.....\$ 25.94      20.59

-----  
 CARP1102-001 06/01/2019

Rates      Fringes

MILLWRIGHT.....\$ 28.59      24.79

-----  
 ELEC0445-011 05/31/2022

Rates      Fringes

ELECTRICIAN.....\$ 35.40      22.29

-----  
 ENGI0324-002 06/01/2022

Rates      Fringes

OPERATOR: Power Equipment

GROUP 1.....\$ 44.13	24.85
GROUP 2.....\$ 40.83	24.85
GROUP 3.....\$ 38.18	24.85
GROUP 4.....\$ 36.47	24.85
GROUP 5.....\$ 36.47	24.85
GROUP 6.....\$ 30.61	24.85
GROUP 7.....\$ 28.13	24.85

FOOTNOTES:

Crane operator with main boom and jib 300' or longer: \$1.50  
 per hour above the group 1 rate.  
 Crane operator with main boom and jib 400' or longer: \$3.00  
 per hour above the group 1 rate.

PAID HOLIDAYS: New Year's Day, Memorial Day, Fourth of  
 July, Labor Day, Thanksgiving Day and Christmas Day.

POWER EQUIPMENT OPERATOR CLASSIFICATIONS

GROUP 1: Crane operator with main boom and jib 400', 300', or  
 220' or longer.

GROUP 2: Crane operator with main boom and jib 140' or  
 longer, tower crane, gantry crane, whirley derrick

GROUP 3: Backhoe/Excavator/Trackhoe; Crane; Concrete Pump;  
 Grader/Blade; Highlift; Hoist; Loader; Roller; Scraper;  
 Stiff Leg Derrick; Trencher

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

GROUP 5: Boom Truck (non-swinging)

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

GROUP 7: Oiler

-----  
 IRON0340-002 06/19/2017

Rates      Fringes

IRONWORKER, REINFORCING AND  
 STRUCTURAL.....\$ 24.43      24.67

LABO0355-022 06/01/2022

	Rates	Fringes
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## LABORER

Common or General; Grade

Checker; Mason Tender -

Brick; Mason Tender -

Cement/Concrete;

Sandboxer.....\$ 26.70      12.95

Pipelayer.....\$ 20.34      12.85

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\* PAIN0312-002 06/01/2022

	Rates	Fringes
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PAINTER: Brush and Roller.....\$ 23.74      13.35

PAINTER: Drywall

Finishing/Taping.....\$ 23.74      13.35

PAINTER: Spray.....\$ 26.43      15.86

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PLAS0016-007 04/01/2014

	Rates	Fringes
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PLASTERER.....\$ 21.18      12.43

-----  
PLUM0333-006 06/01/2021

	Rates	Fringes
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PIPEFITTER, Includes HVAC

Pipe and Unit Installation.....\$ 40.29      23.83

PLUMBER, Excludes HVAC Pipe

and Unit Installation.....\$ 40.29      23.83

## FOOTNOTE:

Paid Holidays: Memorial Day, Independence Day and Labor Day,  
if the employee works the work day preceding and following  
the holiday unless proven illness or injury prevents the  
employee from working.

-----  
ROOF0070-002 06/01/2022

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

ROOFER.....\$ 30.03      16.84

-----  
SFMI0669-001 04/01/2022

	Rates	Fringes
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SPRINKLER FITTER (Fire

Sprinklers).....\$ 38.69      24.66

-----  
SHEE0007-004 05/01/2018

Rates      Fringes

SHEET METAL WORKER (Including  
HVAC Duct Installation;  
Excluding HVAC System  
Installation).....\$ 32.61      19.66

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\* SUMI2011-004 02/01/2011

Rates      Fringes

CEMENT MASON/CONCRETE FINISHER...\$ 25.23      1.80

IRONWORKER, ORNAMENTAL.....\$ 18.48      7.93

LABORER: Landscape &  
Irrigation.....\$ 10.38 \*\*      0.50

OPERATOR: Bulldozer.....\$ 19.68      6.64

OPERATOR: Compactor.....\$ 17.68      6.70

OPERATOR: Tractor.....\$ 19.10      8.48

TRUCK DRIVER, Includes Dump  
and Tandem Truck.....\$ 17.26      11.42

TRUCK DRIVER: Lowboy Truck.....\$ 14.50 \*\*      0.44

TRUCK DRIVER: Tractor Haul  
Truck.....\$ 13.57 \*\*      1.18

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

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\*\* Workers in this classification may be entitled to a higher  
minimum wage under Executive Order 14026 (\$15.00) or 13658  
(\$11.25). Please see the Note at the top of the wage  
determination for more information.

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>.

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)).

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

#### Union Rate Identifiers

A four letter classification abbreviation identifier enclosed in dotted lines beginning with characters other than ""SU"" or ""UAVG"" denotes that the union classification and rate were prevailing for that classification in the survey. Example: PLUM0198-005 07/01/2014. PLUM is an abbreviation identifier of the union which prevailed in the survey for this classification, which in this example would be Plumbers. 0198 indicates the local union number or district council number where applicable, i.e., Plumbers Local 0198. The next number, 005 in the example, is an internal number used in processing the wage determination. 07/01/2014 is the effective date of the most current negotiated rate, which in this example is July 1, 2014.

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

#### Survey Rate Identifiers

Classifications listed under the ""SU"" identifier indicate that no one rate prevailed for this classification in the survey and the published rate is derived by computing a weighted average rate based on all the rates reported in the survey for that

classification. As this weighted average rate includes all rates reported in the survey, it may include both union and non-union rates. Example: SULA2012-007 5/13/2014. SU indicates the rates are survey rates based on a weighted average calculation of rates and are not majority rates. LA indicates the State of Louisiana. 2012 is the year of survey on which these classifications and rates are based. The next number, 007 in the example, is an internal number used in producing the wage determination. 5/13/2014 indicates the survey completion date for the classifications and rates under that identifier.

Survey wage rates are not updated and remain in effect until a new survey is conducted.

#### Union Average Rate Identifiers

Classification(s) listed under the UAVG identifier indicate that no single majority rate prevailed for those classifications; however, 100% of the data reported for the classifications was union data. EXAMPLE: UAVG-OH-0010 08/29/2014. UAVG indicates that the rate is a weighted union average rate. OH indicates the state. The next number, 0010 in the example, is an internal number used in producing the wage determination. 08/29/2014 indicates the survey completion date for the classifications and rates under that identifier.

A UAVG rate will be updated once a year, usually in January of each year, to reflect a weighted average of the current negotiated/CBA rate of the union locals from which the rate is based.

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#### 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 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 DECISIO"

WAGE DETERMINATION HEAVY

"General Decision Number: MI20220053 10/21/2022

Superseded General Decision Number: MI20210053

State: Michigan

Construction Type: Heavy

County: Calhoun County in Michigan.

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

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

<p>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:</p>	<p>. Executive Order 14026 generally applies to the contract. 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.</p>
<p>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:</p>	<p>. Executive Order 13658 generally applies to the contract. 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.</p>

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	02/25/2022
2	06/24/2022
3	07/01/2022
4	07/15/2022
5	10/07/2022
6	10/21/2022

CARP0525-006 06/01/2021

	Rates	Fringes
CARPENTER, Includes Form Work....	\$ 25.94	20.59

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ELEC0445-007 06/01/2022

	Rates	Fringes
ELECTRICIAN.....	\$ 35.40	23.29

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\* ENGI0325-013 09/01/2022POWER EQUIPMENT OPERATORS: Underground Construction (Including  
Sewer)

	Rates	Fringes
POWER EQUIPMENT OPERATOR		
GROUP 1.....	\$ 37.67	24.85
GROUP 2.....	\$ 32.78	24.85
GROUP 3.....	\$ 32.28	24.85
GROUP 4.....	\$ 32.00	24.85

## POWER EQUIPMENT OPERATOR CLASSIFICATIONS

GROUP 1: Backhoe/ Excavator, Boring Machine, Bulldozer,  
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-----  
ENGI0326-005 06/01/2022

## EXCLUDES UNDERGROUND CONSTRUCTION

	Rates	Fringes
OPERATOR: Power Equipment		
GROUP 1.....	\$ 38.18	24.85
GROUP 2.....	\$ 36.47	24.85
GROUP 3.....	\$ 36.47	24.85
GROUP 4.....	\$ 30.61	24.85

PAID HOLIDAYS: New Year's Day, Memorial Day, Fourth of  
July, Labor Day, Thanksgiving Day and Christmas Day.

Swing Boom Truck Operator over 12 tons-\$.50 per hour

#### POWER EQUIPMENT OPERATOR CLASSIFICATIONS

GROUP 1: Backhoe/Excavator; Boring Machine; Bulldozer;  
Grader/Blade; Loader; Roller; Scraper; Tractor; Trencher

GROUP 2: Bobcat/Skid Loader; Broom/Sweeper; Fork Truck (over  
20' lift)

GROUP 3: Boom truck (non-swinging)

GROUP 4: Fork Truck (20' lift and under for masonry work)

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IRON0340-004 06/19/2017

	Rates	Fringes
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IRONWORKER, STRUCTURAL AND REINFORCING.....	\$ 24.43	24.67
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LABO0334-007 09/01/2022

#### 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
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#### LABORER

(1) Common or General.....	\$ 22.42	12.95
(2) Mason Tender- Cement/Concrete.....	\$ 22.55	12.95
(4) Grade Checker.....	\$ 22.73	12.55
(5) Pipelayer.....	\$ 22.85	12.95
(7) Landscaper.....	\$ 18.41	12.95

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LABO0334-012 06/01/2022

#### EXCLUDES OPEN CUT CONSTRUCTION

	Rates	Fringes
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#### Landscape Laborer

GROUP 1.....	\$ 23.82	7.60
GROUP 2.....	\$ 21.60	7.60

#### 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

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LABO0355-010 06/01/2022

EXCLUDES OPEN CUT CONSTRUCTION

Rates Fringes

LABORER

Common or General; Grade  
Checker; Mason Tender -  
Cement/Concrete.....\$ 26.70 12.95  
Pipelayer.....\$ 20.34 12.85

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PAIN0312-014 06/12/2014

Rates Fringes

PAINTER

Brush & Roller.....\$ 21.75 11.94  
Spray.....\$ 22.75 11.94

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PLAS0016-020 04/01/2014

Rates Fringes

CEMENT MASON/CONCRETE FINISHER...\$ 22.31 12.83

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PLUM0333-007 06/01/2020

Rates Fringes

PLUMBER.....\$ 38.79 23.08

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TEAM0007-011 06/01/2020

Rates Fringes

TRUCK DRIVER

Lowboy/Semi-Trailer Truck...\$ 28.05 .50 + a+b  
Tractor Haul Truck.....\$ 27.80 .50 + a+b

FOOTNOTE:

- a. \$470.70 per week.  
b. \$68.70 daily.

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SUMI2010-051 11/09/2010

Rates Fringes

OPERATOR: Crane.....	\$ 25.26	5.00
TRUCK DRIVER: Dump Truck.....	\$ 18.00	6.43
TRUCK DRIVER: Off the Road Truck.....	\$ 20.82	3.69

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

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

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)).

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

#### Union Rate Identifiers

A four letter classification abbreviation identifier enclosed in dotted lines beginning with characters other than ""SU"" or

""UAVG"" denotes that the union classification and rate were prevailing for that classification in the survey. Example: PLUM0198-005 07/01/2014. PLUM is an abbreviation identifier of the union which prevailed in the survey for this classification, which in this example would be Plumbers. 0198 indicates the local union number or district council number where applicable, i.e., Plumbers Local 0198. The next number, 005 in the example, is an internal number used in processing the wage determination. 07/01/2014 is the effective date of the most current negotiated rate, which in this example is July 1, 2014.

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

#### Survey Rate Identifiers

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

Survey wage rates are not updated and remain in effect until a new survey is conducted.

#### Union Average Rate Identifiers

Classification(s) listed under the UAVG identifier indicate that no single majority rate prevailed for those classifications; however, 100% of the data reported for the classifications was union data. EXAMPLE: UAVG-OH-0010 08/29/2014. UAVG indicates that the rate is a weighted union average rate. OH indicates the state. The next number, 0010 in the example, is an internal number used in producing the wage determination. 08/29/2014 indicates the survey completion date for the classifications and rates under that identifier.

A UAVG rate will be updated once a year, usually in January of each year, to reflect a weighted average of the current negotiated/CBA rate of the union locals from which the rate is based.

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## 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 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 DECISIO"