

<b>REQUEST FOR QUOTATION</b> (THIS IS NOT AN ORDER)		THIS RFQ <input checked="" type="checkbox"/> IS <input type="checkbox"/> IS NOT A BUY INDIAN SET-ASIDE		PAGE OF 1	PAGES 22
1. REQUEST NUMBER 246-23-Q-0006	2. DATE ISSUED 11/30/2022	3. REQUISITION/PURCHASE REQUEST NUMBER IHS1460901	4. GERT. FOR NAT. DEF. UNDER BDSA REG. 2 AND/OR DMS REG. 1	RATING	
5a. ISSUED BY Oklahoma City Area Office 701 Market Drive, Oklahoma City, OK 73114			6. DELIVER BY (Date) 01/27/2023		
5b. FOR INFORMATION CALL (NO COLLECT CALLS)			7. DELIVERY <input type="checkbox"/> FOB DESTINATION <input type="checkbox"/> OTHER (See Schedule)		
NAME Landa McClure, Contract Specialist		TELEPHONE NUMBER AREA CODE 405 NUMBER 951-3929		9. DESTINATION	
8. TO: a. NAME Potential Offerors			a. NAME OF CONSIGNEE HOLTON FIELD OFFICE		
b. COMPANY			b. STREET ADDRESS 324 NEW YORK AVE		
c. STREET ADDRESS			c. CITY HOLTON		
d. CITY		e. STATE KS	f. ZIP CODE 66436		e. ZIP CODE
10. PLEASE FURNISH QUOTATIONS TO THE ISSUING OFFICE IN BLOCK 5a ON OR BEFORE CLOSE OF BUSINESS (Date) 12/14/2022		IMPORTANT: This is a request for information and quotations furnished are not offers. If you are unable to quote, please so indicate on this form and return it to the address in Block 5a. This request does not commit the Government to pay any costs incurred in the preparation of the submission of this quotation or to contract for supplies or service. Supplies are of domestic origin unless otherwise indicated by quoter. Any representations and/or certifications attached to this Request for Quotation must be completed by the quoter.			

**11. SCHEDULE (Include applicable Federal, State and local taxes)**

ITEM NUMBER (a)	SUPPLIES/SERVICES (b)	QUANTITY (c)	UNIT (d)	UNIT PRICE (e)	AMOUNT (f)
1	Vendor shall furnish and install a lagoon in accordance with the attached Statement of Work, drawing, bid sheet, and Davis-Bacon Wage Determination No. KS20220035 Dated: 09/02/2022.  Please provide a price breakdown with your quote.	1	JB		

12. DISCOUNT FOR PROMPT PAYMENT	a. 10 CALENDAR DAYS (%)	b. 20 CALENDAR DAYS (%)	c. 30 CALENDAR DAYS (%)	d. CALENDAR DAYS	
				NUMBER	PERCENTAGE

NOTE: Additional provisions and representations  are  are not attached.

13. NAME AND ADDRESS OF QUOTER			14. SIGNATURE OF PERSON AUTHORIZED TO SIGN QUOTATION		15. DATE OF QUOTATION
a. NAME OF QUOTER			16. SIGNER		b. TELEPHONE
b. STREET ADDRESS					
c. COUNTY			a. NAME (Type or print)		AREA CODE
d. CITY		e. STATE	f. ZIP CODE	c. TITLE (Type or print)	
					NUMBER

## **STATEMENT OF WORK**

### **1.01 SUMMARY OF WORK TO BE DONE BY CONTRACTOR**

- A. Furnish and install a sewer service line as shown on the drawings.
- B. Abandon existing sewer system.

### **1.02 SITE LOCATION**

8166 158 Road  
Mayetta, Kansas 66509

### **1.03 CONSTRUCTION SCHEDULE**

- A. Contact the Engineering Technician three business days before the start of any work.
- B. Failure to perform work on the date scheduled will require rescheduling the work 24-hours in advance.
- C. Leave all work exposed until it is inspected and approved. Work not inspected before it is covered shall be re-exposed at the Contractor's expense.

### **1.04 QUALITY ASSURANCE**

- A. Perform work under the direction of personnel licensed in the state including, Kansas licensed Plumbing.

### **1.05 WARRANTY**

- A. Provide a minimum one-year warranty for all materials and labor, covering defects in the materials or workmanship.

### **1.06 MATERIALS**

- A. Pipe, fittings and cleanouts:
  - 1. Polyvinyl Chloride (PVC) pipe, fittings and cleanouts shall be PVC schedule 40 in amounts as specified in the bid schedule.
  - 2. Bell ended joints conforming to ASTM D 3212
  - 3. Four (4) inch nominal diameter and longest pipe length available for gravity wastewater pipe.
- B. Pipe Casement:
  - 1. Polyvinyl Chloride (PVC) pipe, shall be Schedule 40 in amounts as specified in bid schedule.
  - 2. Bell ended joints conforming to ASTM D 3212.
  - 3. Eight (8) inch nominal diameter and longest pipe length available for piping under highway and water main.
- C. Septic tank:

1. Septic tank capacity shall be a 1,000-gallon tank with effluent filter assembly and filter with lift handle.
  2. Access holes in tank lid shall be a minimum diameter of 20 inches for access to inlet sanitary Tee and effluent filter (outlet end of tank).
  3. Access risers and lids shall be installed for access to inlet sanitary Tee and effluent filter.
  4. Inlet and outlet piping; 4 inch schedule 40 PVC.
- D. Effluent Assembly
1. Polylok PL-68 Effluent Filter or approved equivalent.
  2. ¾" PVC lift handle
- E. Concrete adapter ring, access risers and covers.
1. Concrete tank adapter ring will be of solid design and prevent movement of soil around the riser. Arc3009 Polylok, 24 inch, or approved equal.
  2. Riser will be a solid, double-walled polyethylene pipe with gasketed connections. Twenty four (24") inch N-12 by ADS Pipe, or approved equal.
  3. Cover will completely cover riser so to prevent gases from leaking out and be of solid construction. Covers to be Polylok 3008-West, 24-inch HDPE flat septic tank cover or approved equal.
  4. Joint sealant to be applied between the riser and adapter and the adapter and tank. Sealant to be a bitumous plastic joint sealant. Ram-Nek RN 103, or approved equal.
- F. Turf and Grasses (Fertilizer, Seed and Mulch):
1. Fertilizer: 20-10-10 mixture of 20% nitrogen, 10% Phosphorous, and 10% Pot Ash.
  2. Seed Mixture: Blend of Kentucky 31, Fescue, and annual rye grass.
  3. Mulch: Prairie (native) hay, not more than 2 years old and free of noxious weeds.

## 1.07 INSTALLATION

- A. Septic Tank Installation:
1. Place tank in excavations at locations and elevations designated on the drawings or by Engineering Technician.
  2. Excavation for tanks shall be 24 inches larger than the dimensions of the tank and 4 inches deeper to compensate for 4 inches of bedding.
  3. Remove any water from excavation and check grade before setting tank.
  4. Place 4 inches of crushed rock or sand for bedding of septic tank.
  5. Fill with potable water before backfilling.
  6. Place tank level.
  7. Install inlet Tee and effluent filter assembly in septic tank.
    - a. Extend inlet Tee to a depth of 14 to 16 inches below inlet invert of septic tank.
    - b. Install the effluent filter assembly to replace the outlet sanitary Tee.
    - c. The bottom of the outlet invert shall be at least 3 inches lower than the bottom of the inlet invert.
  8. Connect riser adapter ring to top of septic tank with corrosion resistant fasteners and seal to tank with RN 103 Ram-Nek joint sealant or approved equal.

9. Connect riser to adapter ring with stainless steel screws and seal with RN 103 Ram-Nek joint sealant or approved equal.
  - a. Rise and cover shall terminate at approximately 2 inches above finish grade.
- B. Sewer Lines Installation:
  1. Furnish and install sewer lines at locations on the drawings or as directed by the Engineering Technician.
  2. Connection to existing sewers: 4" Schedule 40 PVC pipe connected to existing sewer pipe within 5ft of foundation of home.
  3. No pipe joints shall be made within 2 feet of inlet or outlet of septic tank or edge of tank excavation.
  4. Minimum slope for sewer lines is 1/8 inch per foot (1%).
  5. Ninety-degree bends are not allowed between home and septic tank.
- C. Sewer Line Casement
  1. Install casement as indicated on drawings.
  2. Ends and joints of casement shall be located a minimum of 10 feet horizontally from water main line crossings
  3. Sewer service line shall be properly supported throughout casement using 2"x 4" wood skids or approved equal.
  4. Seal ends of casement with concrete, grout, or flex couplings.
- D. Existing Septic Tank Abandonment:
  1. Abandon septic tank in-place by excavating to top of existing tank and pumping all contents of tank.
  2. Break bottom and sides of tank so it will not hold water.
  3. Collapse tank lid inside of tank so that pieces of the lid will not cause large voids
  4. Backfill and compact with soil exposing existing septic tank and excavated remaining soil from the installation of the new septic tank.
  5. Solvent weld a cap similar to existing pipe leading to lagoon.
- E. Abandonment of Wastewater Lagoon:
  1. Solvent weld a cap similar to existing pipe going into lagoon.
  2. Contact Prairie Band Potawatomi Environmental Protection Agency for locations and methods to dispose lagoon water.
    - a. Administered by:

Prairie Band Potawatomi Environmental Protection Agency  
15498 K-Road  
Mayetta, Kansas 66509  
(785) 966-2946

3. Fencing, trees and brush may be utilized to fill in lagoon prior to pushing in lagoon berms so that area will not have standing water.
- F. Turf and Grasses (Fertilizer, Seed and Mulch): All areas disturbed by construction work.
1. Fertilizing:
    - a. Apply using mechanical equipment.
    - b. Uniformly distribute.
    - c. Incorporate into soil using harrow or other suitable equipment.
    - d. Conform to recommendations of local county extension agent.
    - e. Fertilize the area at an application rate of 200 pounds per acre.
  2. Seeding:
    - a. Sow seed using either equipment suited to that purpose or scatter seed uniformly over area with hand seeders when the weather is sufficiently quiet to prevent seeds from blowing away.
    - b. Plant when soil temperature is 60° F or greater.
    - c. Application rate
      - 1) 200 pounds per acre of the Kentucky 31, fescue, and rye grass.
    - d. Lightly rake soil to cover the seed with approximately ¼ inch of soil.
  3. Mulching:
    - a. Place hay mulching on seeded area loose enough to allow some sunlight to penetrate and air to circulate but thick enough to shade the ground, conserve soil moisture, and prevent/reduce erosion.
    - b. Do not perform mulching activities during periods of excessively high winds, which would preclude the proper placing of the mulch.
    - c. Apply straw or hay uniformly over the disturbed area to a loose depth of ½ to 1½ inches using 2 to 2 ½ tons of mulch per acre.
    - d. Immediately after spreading, anchor mulch using a mulch tiller consisting of a series of dull flat discs with notched edges or other approved equipment.
- G. Watering
1. Follow seed supplier's recommendations.
  2. Initial watering will be done by contractor.

## **1.08 TESTING**

- A. Visually inspect each pipe joint for to verify all pipe joints have been primed and glued.
- B. Solvent weld all joints that do not appear to be primed and glued.

## **1.09 SITE RESTORATION**

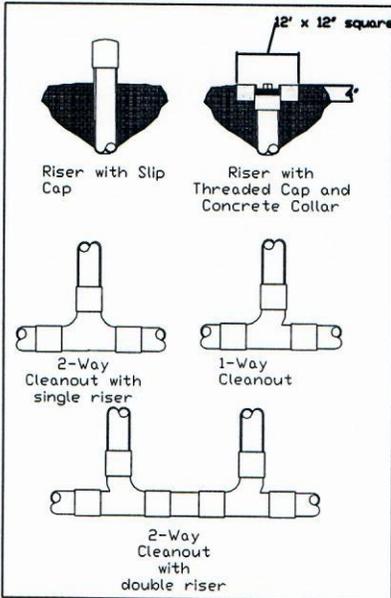
- A. Restore site to as close to the original condition.
- B. Provide Record Drawings to the Project Engineer.

9/19/2022 10:06am

Procurement Package V1

FILE: G:\Current Services Requests\Regulator Projects\Alpha Designator Projects\60-west\city# 500

60000 - dshane

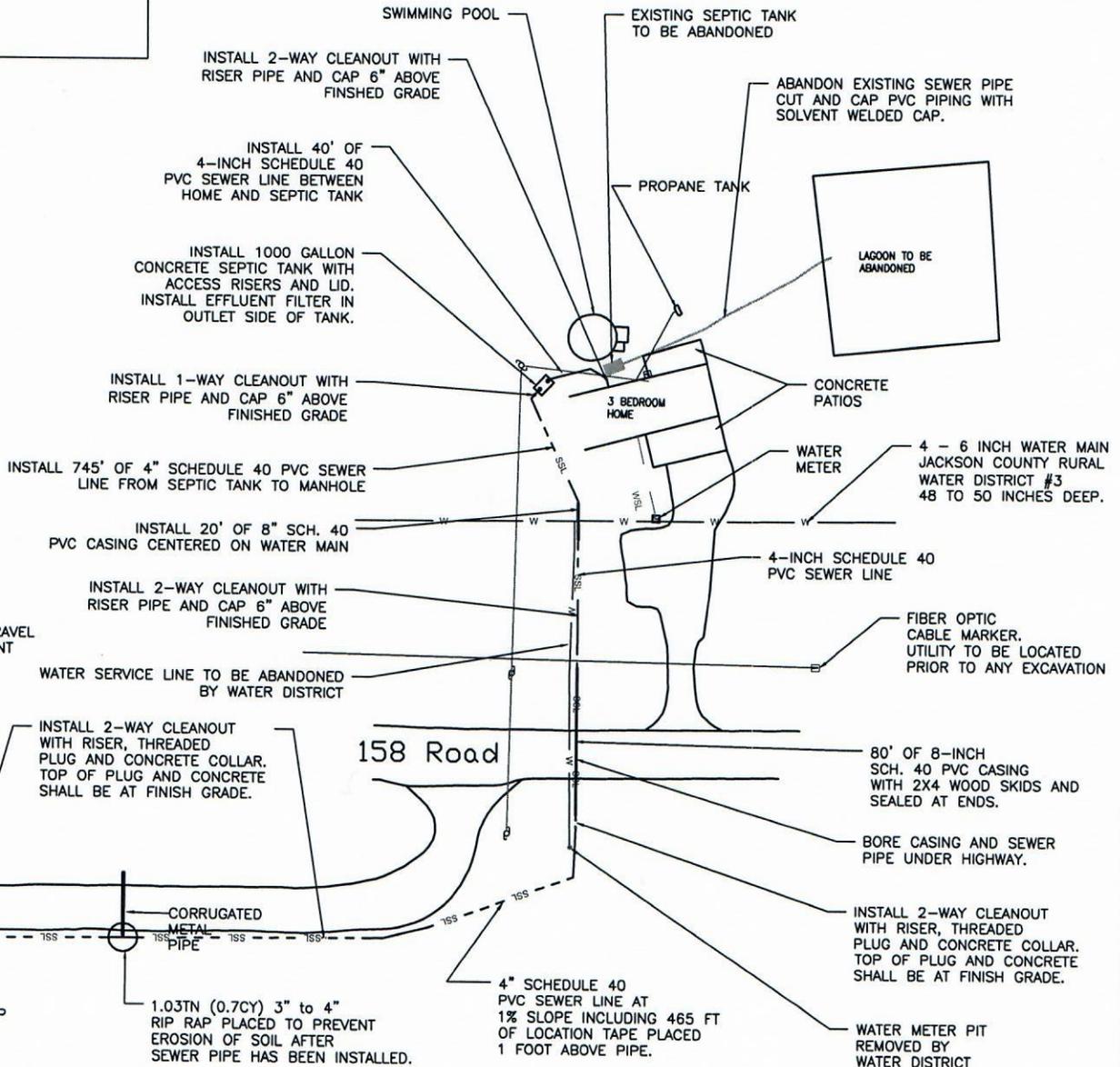


**SCOPE OF WORK:**

- \* INSTALL 4" PVC SCHEDULE 40 PIPE FOR NEW SEWER SERVICE LINE.
- \* INSTALL NEW 1,000 GALLON SEPTIC TANK WITH EFFLUENT FILTER ASSEMBLY WITH FILTER AND LIFT HANDLE, INCLUDING ACCESS RISERS, LIDS AND APPURTENANCES.
- \* INSTALL 20' OF 8" SCHEDULE 40 PVC PIPE AS CASING FOR 4" SEWER PIPE TO CROSS WATER MAIN INCLUDING INSTALLING PIPE SKIDS. ENDS OF CASING ARE TO BE SEALED.
- \* INSTALL 80' OF 8" SCHEDULE 40 PVC PIPE AS CASING FOR 4" SEWER PIPE TO CROSS UNDER HIGHWAY INCLUDING PIPE SKIDS. ENDS OF CASING ARE TO BE SEALED.
- \* INSTALL 465' OF SEWER LOCATION TAPE TO BE PLACE 1FT ABOVE 4" PIPE FROM CLEANOUT AT END OF HIGHWAY CASEMENT TO SEWER MAIN.
- \* INSTALL CLEANOUTS AS INDICATED IN THIS DRAWING.
- \* CONNECT NEW SEWER SERVICE LINE TO EXISTING SEWER MAIN WHERE INDICATED IN THIS DRAWING.
- \* INSTALL 1.03 TN (0.7CY) OF 3" TO 4" RIP-RAP AT SOUTH END OF CORRUGATED METAL PIPE WHERE INDICATED IN THIS DRAWING.
- \* ABANDON EXISTING SEPTIC TANK.
- \* ABANDON EXISTING LAGOON.



NOT TO SCALE



TAP INTO AN 8" PVC SEWER MAIN APPROXIMATELY 8FT DOWNSTREAM OF CENTER OF MANHOLE. BED WITH SAND OR GRAVEL TO PREVENT SETTLEMENT OF PIPE.

MANHOLE 66.5" FROM TOP OF MANHOLE RIM TO TOP OF INVERT OUTLET.

INSTALL 2-WAY CLEANOUT WITH RISER, THREADED PLUG AND CONCRETE COLLAR. TOP OF PLUG AND CONCRETE SHALL BE AT FINISH GRADE.

CORRUGATED METAL PIPE  
1.03TN (0.7CY) 3" TO 4" RIP RAP PLACED TO PREVENT EROSION OF SOIL AFTER SEWER PIPE HAS BEEN INSTALLED.



**INDIAN HEALTH SERVICE  
OFFICE OF ENVIRONMENTAL  
HEALTH & ENGINEERING**  
  
**SANITATION FACILITIES CONSTRUCTION**  
324 New York Ave.  
Holton, Kansas 66436  
(785) 364-4164

**HOLTON FIELD OFFICE**  
Sewer Service Line Install and Lagoon Abandonment  
OK 20-W24  
SR# 568 R Lange

DATE: 4/11/2022  
SCALE: NTS  
DRAWN BY: Jim Shone  
CHECKED BY: Matt LaForest

FILE NAME:  
LAYOUT NAME: site plan  
PROJ ENG: Matt LaForest

**Engineer Estimate - Holton OEH&E FIELD STATION**

Project No.: OK 20-W24

Service Request No.: 568

**All work shall be performed in accordance with contract specifications and drawings.**

Estimated quantities for services to the following applicant(s):

LOCATION	PROJECT DESCRIPTION
8166 158th Road, Mayetta, Jackson County, KS	Regular

DESCRIPTION	Estimated Quantities	UNITS	Unit Price	Total
<b>UTILITY SEPTIC TANKS.</b> Furnish & install 1,000 gallon, septic tank, with access riser and lids over inlet and outlet sanitary Tees, fittings and all appurtenances (Fill tank with water prior to backfilling).	1	LS		
<b>UTILITY SEPTIC TANKS- Effluent Filter and Assembly.</b> Furnish and install effluent filter and assembly in-lieu-of outlet sanitary Tee.	1	LS		
<b>EARTH WORK- Earth Moving, Excavation and Fill.</b> Furnish and install 3/4" to 1 1/2" gravel or sand for bedding of septic tank .	3	TN		
<b>SANITARY UTILITY SEWERAGE PIPING.</b> Furnish & install 4" PVC Sch. 40 solid sewer pipe, fittings and all appurtenances .	740	LF		
<b>UTILITIES- Utility Identification Warning Tape.</b> Furnish and installed warning tape 12 inches above sewer pipe.	465	LF		
<b>SANITARY UTILITY SEWERAGE -Pipe Casement.</b> Furnish & install 8" PVC Sch.40 casement pipe including 2"x4" skids and seal ends of casement to 4"sewer pipe to cross water main.	20	LF		
<b>SANITARY UTILITY SEWERAGE -Pipe Casement.</b> Furnish & install 8" PVC Sch.40 casement pipe including 2"x4" skids and seal ends of casement to 4"sewer pipe to be bored under highway.	80	LF		
<b>TURF AND GRASSES</b> Seeding, Fertilizing and Mulching all areas disturbed by construction and abandonment activities.	1	LS		
<b>EARTH WORK- Riprap</b> 3" to 4" riprap to be installed at end of corrugated metal pipe for storm water erosion control	1	TN		
<b>SANITARY UTILITY SEWERAGE PIPING - Cleanouts.</b> Furnish and install 4", PVC Sch. 40 clean outs with riser and cap to be terminated 6' above finish grade.	3	EA		

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**SANITARY UTILITY SEWERAGE PIPING -****Cleanouts.**

Furnish and install 4", PVC Sch. 40 clean outs with threaded plug and concrete collars at finished grade.  
Concrete collar dimensions- 12" x 12" x 4"

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EA

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**SANITARY UTILITY SEWERAGE- Lagoon****Abandonment-**

De-water lagoon. Trees, brush and fencing to be pushed into lagoon and covered by lagoon berms.

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LS

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**UTILITY SEPTIC TANKS - Abandonment**

Abandon existing septic tank.

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**TOTAL**

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## ADDITIONAL PROVISIONS/TERMS AND CONDITIONS

### NOTICE LISTING CLAUSES INCORPORATED BY REFERENCE

The following clauses are hereby incorporated by reference (by Citation Number, Title, and Date) in accordance with the clause at FAR "52.252-2 CLAUSES INCORPORATED BY REFERENCE" contained in this document.

<b>NUMBER</b>	<b>TITLE</b>	<b>DATE</b>
52.204-9	Personal Identity Verifications of Contractor Personnel	Jan 2011
52.204-13	System for Award Management Maintenance	Oct 2018
52.204-22	Alternative Line Item Proposal	Jan 2017
52.204-24	Representation Regarding Certain Telecommunications and Video Surveillance Services or Equipment	Nov 2021
52.204-26	Covered Telecommunications Equipment or Services-Representation	Oct 2020
52.222-5	Construction Wage Rate Requirements-Secondary Site of the Work	May 2014
52.222-6	Construction Wage Rate Requirements	Aug 2018
52.222-7	Withholding of Funds	May 2014
52.222-8	Payrolls and Basic Records	July 2021
52.222-9	Apprentices and Trainees	July 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
52.222-27	Affirmative Action Compliance Requirements for Construction	Apr 2015
52.225-9	Buy American-Construction Materials	Nov 2021
52.228-5	Insurance-Work on a Government Installation	Jan 1997
52.232-27	Prompt Payment for Construction Contracts	Jan 2017
52.232-39	Unenforceability of Unauthorized Obligations	Jun 2013
52.232-40	Providing Accelerated Payments to Small Business Subcontractors	Nov 2021
52.233-4	Applicable Law for Breach of Contract Claim	Oct 2004
52.236-1	Performance of Work by the Contractor	Apr 1984
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
52.236-15	Schedules for Construction Contracts	Apr 1984
52.236-21	Specifications and Drawings for Construction	Feb 1997
52.236-26	Preconstruction Conference	Feb 1995
52.236-27	Site Visit (Construction)	Feb 1995
52.237-2	Protection of Government Buildings, Equipment and Vegetation	Apr 1984
52.239-1	Privacy or Security Safeguards	Aug 1996
52.242-14	Suspension of Work	Apr 1984
52.242-15	Stop-Work Order	Aug 1989
52.242-17	Government Delay of Work	Apr 1984
52.243-1	Changes---Fixed Price	Aug 1987
52.243-1	Changes—Fixed Price Alternate I	Aug 1987
52.245-9	Use and Charges	Apr 2012
52.246-12	Inspection of Construction	Aug 1996
52.246-21	Warranty of Construction	Mar 1994
52.249-3	Termination for Convenience of the Government (Dismantling, Demolition, or Removal of Improvements).	Apr 2012
52.249-4	Termination for Convenience of the Government (Services)	Apr 1984
52.249-10	Default (Fixed-Price Construction)	Apr 1984
352.224-70	Privacy Act	Dec 2015
352.224-71	Confidential Information	Dec 2015
352.226-1	Indian Preference	Dec 2015
352.226-2	Indian Preference Program	Dec 2015
352.237-71	Crime Control Act of 1990-Reporting of Child Abuse	Dec 2015

352.237-72	Crime Control Act-Requirement for Background Checks	Dec 2015
352.237-75	Key Personnel	Dec 2015
352.239-73	Electronic and Information Technology Accessibility Notice	Dec 2015
352.239-74	Electronic and Information Technology Accessibility	Dec 2015
352.232-71	Electronic Submission of Invoice Payment Requests	Feb 2022

## 52.204-8 Annual Representations and Certifications. (MAY 2022)

(a) (1) The North American Industry Classification System (NAICS) code for this acquisition is 237110.

(2) The small business size standard is \$39.5 million

(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:

(i)  Paragraph (d) applies.

(ii)  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 Certifications. 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:

[Contracting Officer check as appropriate.]

- (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 website 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
_____

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)

*Alternate I* (SEP 2021). As prescribed in [4.1202\(a\)](#), substitute the following paragraph (a) for paragraph (a) of the basic provision:

(a)(1) The North American Industry Classification System (NAICS) codes and corresponding size standards for this acquisition are as follows; the categories or portions these NAICS codes are assigned to are specified elsewhere in the solicitation:

NAICS Code	Size standard
_____	_____
_____	_____
_____	_____

*[Contracting Officer to insert NAICS codes and size standards].*

(2) 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, (i.e., nonmanufacturer), 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.

(End of provision)

**52.213-4 Terms and Conditions—Simplified Acquisitions (Other Than Commercial Products and Commercial Services) (Jan 2022)**

(a) The Contractor shall comply with the following Federal Acquisition Regulation (FAR) clauses that are incorporated by reference:

(1) The clauses listed below implement provisions of law or Executive order:

(i) [52.203-19](#), Prohibition on Requiring Certain Internal Confidentiality Agreements or Statements (Jan 2017) (section 743 of Division E, Title VII, of the Consolidated and Further Continuing Appropriations Act, 2015 (Pub. L. 113-235) and its successor provisions in subsequent appropriations acts (and as extended in continuing resolutions)).

(ii) [52.204-23](#), Prohibition on Contracting for Hardware, Software, and Services Developed or Provided by Kaspersky Lab and Other Covered Entities (Nov 2021) (Section 1634 of Pub. L. 115-91).

(iii) [52.204-25](#), Prohibition on Contracting for Certain Telecommunications and Video Surveillance Services or Equipment. (Nov 2021) (Section 889(a)(1)(A) of Pub. L. 115-232).

(iv) [52.222-3](#), Convict Labor (Jun 2003) (E.O.11755).

(v) [52.222-21](#), Prohibition of Segregated Facilities (Apr 2015).

(vi) [52.222-26](#), Equal Opportunity (Sept 2016) (E.O.11246).

(vii) [52.225-13](#), Restrictions on Certain Foreign Purchases (Feb 2021) (E.O.s, proclamations, and statutes administered by the Office of Foreign Assets Control of the Department of the Treasury).

(viii) [52.233-3](#), Protest After Award (Aug 1996) ([31 U.S.C.3553](#)).

(ix) [52.233-4](#), Applicable Law for Breach of Contract Claim (Oct 2004) (Pub.L.108-77, 108-78 ([19 U.S.C. 3805 note](#))).

(2) Listed below are additional clauses that apply:

(i) [52.232-1](#), Payments (Apr 1984).

(ii) [52.232-8](#), Discounts for Prompt Payment (Feb 2002).

(iii) [52.232-11](#), Extras (Apr 1984).

(iv) [52.232-25](#), Prompt Payment (Jan 2017).

(v) [52.232-39](#), Unenforceability of Unauthorized Obligations (Jun 2013).

(vi) [52.232-40](#), Providing Accelerated Payments to Small Business Subcontractors (Nov 2021).

(vii) [52.233-1](#), Disputes (May 2014).

(viii) [52.244-6](#), Subcontracts for Commercial Products and Commercial Items (Jan 2022).

(ix) [52.253-1](#), Computer Generated Forms (Jan 1991).

(b) The Contractor shall comply with the following FAR clauses, incorporated by reference, unless the circumstances do not apply:

(1) The clauses listed below implement provisions of law or Executive order:

(i) [52.204-10](#), Reporting Executive Compensation and First-Tier Subcontract Awards (Jun 2020)(Pub. L. 109-282) ([31 U.S.C. 6101 note](#)) (Applies to contracts valued at or above the threshold specified in FAR [4.1403](#)(a) on the date of award of this contract).

(ii) [52.222-19](#), Child Labor-Cooperation with Authorities and Remedies (Jan 2022) (E.O. 13126) (Applies to contracts for supplies exceeding the micro-purchase threshold, as defined in FAR [2.101](#) on the date of award of this contract).

(iii) [52.222-20](#), Contracts for Materials, Supplies, Articles, and Equipment., Contracts for Materials, Supplies, Articles, and Equipment (Jun 2020) ([41 U.S.C. chapter 65](#)) (Applies to supply contracts over the threshold specified in FAR 22.602 on the date of award of this contract, in the United States, Puerto Rico, or the U.S. Virgin Islands).

(iv) [52.222-35](#), Equal Opportunity for Veterans (Jun 2020) ([38 U.S.C. 4212](#)) (Applies to contracts valued at or above the threshold specified in FAR [22.1303](#)(a) on the date of award of this contract).

(v) [52.222-36](#), Equal Employment for Workers with Disabilities (Jun 2020) ([29 U.S.C. 793](#)) (Applies to contracts over the threshold specified in FAR [22.1408](#)(a) on the date of award of this contract, unless the work is to be performed outside the United States by employees recruited outside the United States). (For purposes of this clause, "United States" includes the 50 States, the District of Columbia, Puerto Rico, the Northern Mariana Islands, American Samoa, Guam, the U.S. Virgin Islands, and Wake Island.)

(vi) [52.222-37](#), Employment Reports on Veterans (Jun 2020) ([38 U.S.C. 4212](#)) (Applies to contracts valued at or above the threshold specified in FAR [22.1303](#)(a) on the date of award of this contract).

(vii) [52.222-41](#), Service Contract Labor Standards (Aug 2018) ([41 U.S.C. chapter 67](#)) (Applies to service contracts over \$2,500 that are subject to the Service Contract Labor Standards statute and will be performed in the United States, District of Columbia, Puerto Rico, the Northern Mariana Islands, American Samoa, Guam, the U.S. Virgin Islands, Johnston Island, Wake Island, or the outer Continental Shelf).

(viii) (A) [52.222-50](#), Combating Trafficking in Persons (Nov 2021) ([22 U.S.C. chapter 78](#) and E.O. 13627) (Applies to all solicitations and contracts).

(B) Alternate I (Mar 2015) (Applies if the Contracting Officer has filled in the following information with regard to applicable directives or notices: Document title(s), source for obtaining document(s), and contract performance location outside the United States to which the document applies).

(ix) [52.222-55](#), Minimum Wages Under Executive Order 13658 (Jan 2022) (Applies when [52.222-6](#) or [52.222-41](#) are in the contract and performance in whole or in part is in the United States (the 50 States and the District of Columbia)).

(x) [52.222-62](#), Paid Sick Leave Under Executive Order 13706 (Jan 2017) (E.O. 13706) (Applies when [52.222-6](#) or [52.222-41](#) are in the contract and performance in whole or in part is in the United States (the 50 States and the District of Columbia.))

(xi) [52.223-5](#), Pollution Prevention and Right-to-Know Information (May 2011) (E.O. 13423) (Applies to services performed on Federal facilities).

(xii) [52.223-11](#), Ozone-Depleting Substances and High Global Warming Potential Hydrofluorocarbons (Jun 2016) (E.O. 13693)(applies to contracts for products as prescribed at FAR [23.804](#)(a)(1)).

(xiii) [52.223-12](#), Maintenance, Service, Repair, or Disposal of Refrigeration Equipment and Air Conditioners (Jun 2016) (E.O. 13693) (Applies to maintenance, service, repair, or disposal of refrigeration equipment and air conditioners).

(xiv) [52.223-15](#), Energy Efficiency in Energy-Consuming Products (May 2020) ([42 U.S.C. 8259b](#)) (Unless exempt pursuant to [23.204](#), applies to contracts when energy-consuming products listed in the ENERGY STAR® Program or Federal Energy Management Program (FEMP)) will be-

(A) Delivered;  
(B) Acquired by the Contractor for use in performing services at a Federally-controlled facility;  
(C) Furnished by the Contractor for use by the Government; or  
(D) Specified in the design of a building or work, or incorporated during its construction, renovation, or maintenance).

(xv) [52.223-20](#), Aerosols (Jun 2016) (E.O. 13693) (Applies to contracts for products that may contain high global warming potential hydrofluorocarbons as a propellant or as a solvent; or contracts for maintenance or repair of electronic or mechanical devices).

(xvi) [52.223-21](#), Foams (Jun 2016) (E.O. 13693) (Applies to contracts for products that may contain high global warming potential hydrofluorocarbons or refrigerant blends containing hydrofluorocarbons as a foam blowing agent; or contracts for construction of buildings or facilities).

(xvii) [52.225-1](#), Buy American-Supplies (Nov 2021) ([41 U.S.C. chapter 67](#)) (Applies to contracts for supplies, and to contracts for services involving the furnishing of supplies, for use in the United States or its outlying areas, if the value of the supply contract or supply portion of a service contract exceeds the micro-purchase threshold, as defined in FAR [2.101](#) on the date of award of this contract, and the acquisition-

(A) Is set aside for small business concerns; or

(B) Cannot be set aside for small business concerns (see [19.502-2](#)), and does not exceed \$25,000).

(xviii) [52.226-6](#), Promoting Excess Food Donation to Nonprofit Organizations., Promoting Excess Food Donation to Nonprofit Organizations (Jun 2020) ([42 U.S.C. 1792](#)) (Applies to contracts greater than the threshold specified in FAR [26.404](#) on the date of award of this contract, that provide for the provision, the service, or the sale of food in the United States).

(xix) [52.232-33](#), Payment by Electronic Funds Transfer-System for Award Management (Oct 2013)(Applies when the payment will be made by electronic funds transfer (EFT) and the payment office uses the System for Award Management (SAM) as its source of EFT information).

(xx) [52.232-34](#), Payment by Electronic Funds Transfer-Other than System for Award Management (Jul 2013) (Applies when the payment will be made by EFT and the payment office does not use the SAM database as its source of EFT information).

(xxi) [52.247-64](#), Preference for Privately Owned U.S.-Flag Commercial Vessels (Nov 2021) ([46 U.S.C. 55305](#))(Applies to supplies transported by ocean vessels (except for the types of subcontracts listed at [47.504\(d\)](#)).

(2) Listed below are additional clauses that may apply:

(i) [52.204-21](#), Basic Safeguarding of Covered Contractor Information Systems (Nov 2021) (Applies to contracts when the contractor or a subcontractor at any tier may have Federal contract information residing in or transiting through its information system.)

(ii) [52.209-6](#), Protecting the Government's Interest When Subcontracting with Contractors Debarred, Suspended, or Proposed for Debarment (Nov 2021) (Applies to contracts over the threshold specified in FAR [9.405-2\(b\)](#) on the date of award of this contract).

(iii) [52.211-17](#), Delivery of Excess Quantities (*Sept 1989*) (Applies to fixed-price supplies).

(iv) [52.247-29](#), F.o.b. Origin (Feb 2006) (Applies to supplies if delivery is f.o.b. origin).

(v) [52.247-34](#), F.o.b. Destination (Nov 1991) (Applies to supplies if delivery is f.o.b. destination).

(c) FAR [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):

[www.acquisition.gov](http://www.acquisition.gov)

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*[Insert one or more Internet addresses]*

(d) *Inspection/Acceptance*. The Contractor shall tender for acceptance only those items that conform to the requirements of this contract. The Government reserves the right to inspect or test any supplies or services that have been tendered for acceptance. The Government may require repair or replacement of nonconforming supplies or reperformance of nonconforming services at no increase in contract price. The Government must exercise its postacceptance rights-

(1) Within a reasonable period of time after the defect was discovered or should have been discovered; and

(2) Before any substantial change occurs in the condition of the item, unless the change is due to the defect in the item.

(e) *Excusable delays.* The Contractor shall be liable for default unless nonperformance is caused by an occurrence beyond the reasonable control of the Contractor and without its fault or negligence, such as acts of God or the public enemy, acts of the Government in either its sovereign or contractual capacity, fires, floods, epidemics, quarantine restrictions, strikes, unusually severe weather, and delays of common carriers. The Contractor shall notify the Contracting Officer in writing as soon as it is reasonably possible after the commencement of any excusable delay, setting forth the full particulars in connection therewith, shall remedy such occurrence with all reasonable dispatch, and shall promptly give written notice to the Contracting Officer of the cessation of such occurrence.

(f) *Termination for the Government's convenience.* The Government reserves the right to terminate this contract, or any part hereof, for its sole convenience. In the event of such termination, the Contractor shall immediately stop all work hereunder and shall immediately cause any and all of its suppliers and subcontractors to cease work. Subject to the terms of this contract, the Contractor shall be paid a percentage of the contract price reflecting the percentage of the work performed prior to the notice of termination, plus reasonable charges that the Contractor can demonstrate to the satisfaction of the Government, using its standard record keeping system, have resulted from the termination. The Contractor shall not be required to comply with the cost accounting standards or contract cost principles for this purpose. This paragraph does not give the Government any right to audit the Contractor's records. The Contractor shall not be paid for any work performed or costs incurred that reasonably could have been avoided.

(g) *Termination for cause.* The Government may terminate this contract, or any part hereof, for cause in the event of any default by the Contractor, or if the Contractor fails to comply with any contract terms and conditions, or fails to provide the Government, upon request, with adequate assurances of future performance. In the event of termination for cause, the Government shall not be liable to the Contractor for any amount for supplies or services not accepted, and the Contractor shall be liable to the Government for any and all rights and remedies provided by law. If it is determined that the Government improperly terminated this contract for default, such termination shall be deemed a termination for convenience.

(h) *Warranty.* The Contractor warrants and implies that the items delivered hereunder are merchantable and fit for use for the particular purpose described in this contract.

(End of clause)

"General Decision Number: KS20220035 09/02/2022

Superseded General Decision Number: KS20210035

State: Kansas

Construction Type: Heavy

Counties: Jackson, Jefferson and Wabaunsee Counties in Kansas.

HEAVY CONSTRUCTION PROJECTS (including sewer/water 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>	<ul style="list-style-type: none"> <li>. Executive Order 14026 generally applies to the contract.</li> <li>. 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.</li> </ul>
<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>	<ul style="list-style-type: none"> <li>. Executive Order 13658 generally applies to the contract.</li> <li>. 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.</li> </ul>

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 04/08/2022
- 3 09/02/2022

ELEC0226-001 09/01/2021

	Rates	Fringes
ELECTRICIAN.....	\$ 33.25	18.89

\* IRON0010-016 04/01/2022

	Rates	Fringes
IRONWORKER (REINFORCING AND STRUCTURAL).....	\$ 35.50	32.68

LAB01290-001 04/01/2022

	Rates	Fringes
LABORER (Asphalt, Includes Raker, Shoveler, Spreader and Distributor).....	\$ 21.27	11.08

PAIN2012-006 05/01/2012

	Rates	Fringes
PAINTER (Spray Only).....	\$ 22.93	11.51

TEAM0541-003 04/01/2022

	Rates	Fringes
TRUCK DRIVER (1) Dump Truck and Lowboy Truck.....	\$ 34.14	16.75

SUKS2014-020 07/09/2014

	Rates	Fringes
CARPENTER (Form Work Only).....	\$ 23.39	10.16
CARPENTER, Excludes Form Work....	\$ 31.70	12.64
CEMENT MASON/CONCRETE FINISHER...	\$ 24.67	11.76
LABORER: Common or General.....	\$ 16.24	3.60
OPERATOR: Backhoe/Excavator/Trackhoe.....	\$ 31.01	13.59
OPERATOR: Boring Machine.....	\$ 17.06	4.20
OPERATOR: Crane.....	\$ 37.05	13.71
OPERATOR: Loader.....	\$ 30.13	12.34

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"