

**PUBLIC NOTICE
INVITATION TO BID**

The Springfield/Robertson County Airport will be accepting sealed bids for the following:

**HANGAR FLOOR CONCRETE
RESTORATION**

Bid documents and specifications may be downloaded at www.srcairport.com. Contract includes the filling and concreting of aircraft hangar floor where a rotating carousel previously was located. For questions, contact Brian Urbach, at 615-985-4432.

Please reference **Hangar Floor Bid** on the outside of the **sealed** envelope. Sealed bids must be received by the Springfield/Robertson County Airport, 4432 Airport Road, Springfield, TN 37172 by **2:00 p.m., Tuesday, April 11th, 2023**. The Springfield/Robertson County Airport reserves the right to reject any and all bids.

Brian Urbach
Springfield/Robertson County
Airport Manager

TABLE OF CONTENTS

The following is a list of the Concrete Hangar F Floor Contract documents. The contractor is advised that this proposal and any and all addenda and/or change orders related thereto are hereby defined in whole as the "Contract Documents" and no separation of same will be considered.

Conflicts between any part of the contract documents shall be brought to the owner's attention prior to the receiving of bids. The bidder is responsible for verifying that all documents have been included.

TABLE OF CONTENTS PAGES

- Invitation to Bid
- Table of Contents
- Bid Proposal / Scope of work
- Notice to Bidders Title VI of the Civil Rights Act of 1964
- Notice to Bidders Drug Free Work Place Policy and Affidavit
- Notice to Bidders Iran Divestment Act
- Special Provision Regarding Employing and Contracting with Illegal Immigrants
- Bid Bond
- Bid Form
- Performance and Payment Bond
- Contract Agreement
- Certificate of Owner's Attorney
- Buy American
- Wage Rates

BID PROPOSAL

This project is for a **HANGAR FLOOR CONCRETE RESTORATION CONTRACT**. For questions, contact Brian Urbach 615-985-4432.

Bids will be received until **2:00 PM, LOCAL TIME, Tuesday, April 11th, 2023**, at which time and place bids will be publicly opened and read aloud. Sealed bids must be addressed to:

Springfield/Robertson County Airport 4432 Airport Road
Springfield, Tennessee 37172

All applicable forms must be completed, and each envelope shall bear on the outside the following: Bidder's name, address, license number and expiration date, that part of classification applying to the bid, the date and time of the bid opening and the project name. Failure to show these items on the outside of the envelope will result in the bid being returned to the bidder unopened. Faxed proposals are not accepted.

A Cashier's check or Bid Bond in an amount of no less than five percent (5%) of the bid submitted must accompany each bid. A Performance and Payment Bond in an amount of one hundred (100%) of the contract will be required of the successful contractor. All bidders shall be a licensed Contractor as required by the State of Tennessee Contractor's Licensing Act of 1976.

Any addenda to proposal must be acknowledged by all bidders. Failure to acknowledge receipt of an addendum letter(s) is grounds for rejection. It shall be the bidder's responsibility to confirm that the proposal contains all the documents indicated in the Table of Contents. Should any omissions occur, the appropriate documents may be obtained from the Springfield/Robertson County Airport.

The Base Bid scope of work is as follows:

The work will be performed on Hangar F. Hangar F is specifically run by Highland Rim Aviation. The job scope includes filling in (with base stone) and concreting a 72 foot in diameter round hole approximately 18 inches in depth where a rotating carousel once operated. The concrete depth will be 5 inches.

- Compacted base stone
- 4000 PSI ready mix concrete
- Reinforced with rebar/remesh
- Smooth finish control joints to be saw cut < 10' OC
- Clean up and haul away all debris
- Concrete compressive tests will occur at 7, 21, 28 days
- Contractor to provide minimum 3-year general workmanship warranty above and beyond typical materials warranties

Owner/Contractor contract example is attached herein.

Additive Alternate Scope of Work to also be submitted with Contractor's bid – SEE BID FORM FOR ADDITIONAL INFORMATION.

The Springfield/Robertson County Airport reserves the right to reject any and all bids.

Title VI of the Civil Right Act of 1964

It is the policy of the Springfield/Robertson County Airport to ensure equal employment opportunity without discrimination or harassment on the basis of race, color, religion, sex, sexual orientation, gender identity or expression, age, disability, marital status, citizenship, national origin, genetic information, or any other characteristic protected by law. The airport complies with Title VI of the Civil Rights Act of 1964 (42 U.S.C. 2000d). Title VI requires that no person shall, on the grounds of race, color, or national origin, be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any program or activity receiving federal financial assistance. With regard to all aspects of this contract, contractor certifies and warrants it will comply with this policy.

Further, the Springfield/Robertson County Airport agrees to comply with the Department of Transportation Implementing Regulations (49 CFR Part 21).

Any person who believes they have been discriminated against should contact Brian Urbach, Title VI Coordinator, at Springfield-Robertson County Airport.

The Tennessee Department of Transportation (TDOT) requires that recipients of federal and state funding maintain records of the ethnic and gender groups who are awarded bids on these projects.

For Title VI compliance purposes, we ask for voluntary disclosure of the following information:

Gender: Male ____ Female _____

Race: Caucasian _____

African American _____

Hispanic _____

Other (please specify)

Drug Free Workplace Policy and Affidavit

The Springfield/Robertson County Airport is a Drug Free Workplace and requires all contractors with “no less than five (5) employees receiving pay who contract with the Airport to provide “services”, to prepare and include with their bid documents an Affidavit certifying compliance with the Drug Free Workplace Program as stipulated in Tennessee Code Annotated (TCA) 50-9-101 through 50-9-113. The statute forbids any local government from entering into any contract or awarding any contract for services with any employer who has not provided the affidavit of compliance.

Drug Free Workplace Affidavit

STATE OF _____

COUNTY OF _____

The undersigned, principal officer of _____, an employer of five (5) or more employees contracting with the SPRINGFIELD/ROBERTSON COUNTY AIRPORT to provide construction services, hereby states under oath as follows:

1. The undersigned is a principal officer of _____ (hereinafter referred to as the “Company”), and is duly authorized to execute this Affidavit on behalf of the **COMPANY**.

2. The **COMPANY** submits this Affidavit pursuant to T.C.A. § 50-9-113, which requires each employer with no less than five (5) employees receiving pay who contracts with the state or any local government to provide construction services to submit an affidavit stating that such employer has a drug-free workplace program that complies with Title 50, Chapter 9, of the Tennessee Code Annotated.

3. The **COMPANY** is in compliance with T.C.A. § 50-9-113.

FURTHER AFFIANT SAYETH NOT.

_____ Principal Officer

STATE OF _____

COUNTY OF _____

Before me personally appeared _____,
with whom I am personally acquainted (or proved to me on the
basis of satisfactory evidence), and who acknowledged that such
person executed the foregoing affidavit for the purposes
therein contained.

SUBSCRIBED AND SWORN to me before this _____ day of
_____, 20____.

(SEAL) _____ Notary Public

My Commission Expires: _____

IRAN DIVESTMENT ACT NOTICE

Tennessee Code Annotated § 12-12-106 requires the chief procurement officer to publish, using credible information freely available to the public, a list of persons it determines engage in investment activities in Iran, as described in § 12-12-105.

For these purposes, the State intends to use the attached list of “Entities Ineligible to Contract with the State of South Carolina or any Political Subdivision of the State per the Iran Divestment Act of 2014, S.C. Code Ann §§ 11-57-10, et. Seq.”

While inclusion on the list would make a person ineligible to contract with the State of Tennessee, if a person ceases its engagement in investment activities in Iran, it may be removed from the list.

If you feel as though you have been erroneously included on this list, please contact the Central Procurement Office at CPO.Website@tn.gov.

List Date: August 24, 2021

Source: <https://www.ogs.ny.gov/iran-divestment-act-2012>

1. Ak Makina, Ltd.
27. SKS Ventures
28. SK Energy Co., Ltd.
28. SK Energy Co., Ltd.
2. Amona
29. Som Petrol AS
3. Bank Markazi Iran (Central Bank of Iran)
30. Unipet (China International
4. Bank Mellat United Petroleum &
5. Bank Melli Iran Chemicals Co., Ltd.)
6. Bank Saderat Iran
31. Zhuhai Zhenrong Co.
7. Bank Sepah
8. Bank Tejarat
9. China Precision Machinery Import- Export Corporation (CPMIEC)
10. China Oil (China National United Oil Corporation)
11. China National Offshore Oil Corporation (CNOOC)
12. China National Petroleum Corporation (CNPC)
13. Indian Oil Corporation
14. Kingdream PLC
15. Naftiran Intertrade Co. (NICO)

16. National Iranian Tanker Co. (NITC)
17. Oil and Natural Gas Corporation (ONGC)
18. Oil India, Ltd.
19. Persia International Bank
20. Petroleos de Venezuela
(PDVSA Petróleo, SA)
21. PetroChina Co., Ltd.
22. Petronet LNG, Ltd.
23. Sameh Afzar Tajak Co.
(SATCO)
24. Shandong FIN CNC Machine Co., Ltd.
25. Sinohydro Co., Ltd.
26. Sinopec Corp. (China
Petroleum & Chemical Corporation)

IRAN DIVESTMENT ACT

“By the submission of this bid, each bidder and each person signing on behalf of any bidder certifies, and in the case of a joint bid each of a joint bid each party thereto certifies, and in the case of a joint bid each party thereto certifies as to its own organization, under penalty of perjury, that to the best of its knowledge and belief that each bidder is not a person included within the list created pursuant to § 12-12- 106.”

Signature: _____

Date: _____

Title: _____

SPECIAL PROVISION REGARDING

EMPLOYING AND CONTRACTING WITH ILLEGAL IMMIGRANTS

The requirements of Public Act of 2006, Chapter Number 878, of the State of Tennessee, addressing the use of illegal immigrants in the performance of any contract to supply goods or services to the Airport, shall be a material provision of this Contract, a breach of which shall be grounds for monetary and other penalties, up to and including termination of this Contract.

1. The Contractor hereby attests, certifies, warrants, and assures that the Contractor shall not knowingly utilize the services of an illegal immigrant in the performance of this Contract and shall not knowingly utilize the services of any subcontractor who will utilize the services of an illegal immigrant in the performance of this Contract. The Contractor shall reaffirm this attestation, in writing, by submitting to the Airport a completed and signed copy of the "Attestation Form" provided by the Airport semi-annually during the period of this Contract. Such attestations shall be maintained by the contractor and made available to the Airport upon request.
2. Prior to the use of any subcontractor in the performance of this Contract, and semi-annually thereafter, during the period of this Contract, the Contractor shall obtain and retain a current, written attestation that the subcontractor shall not knowingly utilize the services of an illegal immigrant to perform work relative to this Contract and shall not knowingly utilize the services of any subcontractor who will utilize the services of an illegal immigrant to perform work relative to this Contract. Attestations obtained from such subcontractors shall be maintained by the contractor and made available to the Airport upon request.
3. The Contractor shall maintain records for all personnel used in the performance of this Contract. Said records shall be subject to review and random inspection at any reasonable time upon reasonable notice by the Airport.
4. The Contractor understands and agrees that failure to comply with this section will be subject to the sanctions of Public Chapter 878 of 2006 for acts or omissions occurring after its effective date. This law requires the Airport to prohibit a contractor from contracting with, or submitting an offer, proposal, or bid to contract with the Airport to supply goods or services for

a period of one year after a contractor is discovered to have knowingly used the services of illegal immigrants during the performance of this contract.

5. For purposes of this Contract, “illegal immigrant” shall be defined as any person who is not either a United States citizen, a Lawful Permanent Resident, or a person whose physical presence in the United States is authorized or allowed by the Department of Homeland Security and who, under Federal immigration laws and/or regulations, is authorized to be employed in the U.S. or is otherwise authorized to provide services under the Contract.

ATTESTATION REGARDING PERSONNEL USED IN CONTRACT PERFORMANCE

Contractor Legal Entity Name:	
Federal Employer Identification or Social Security Number:	

The Contractor, identified above, does hereby attest, certify, warrant, and assure that the Contractor shall not knowingly utilize the services of an illegal immigrant in the performance of this Contract and shall not knowingly utilize the services of any subcontractor who will utilize the services of an illegal immigrant in the performance of this Contract.

Signature Date

NOTICE: This attestation **MUST** be signed by an individual empowered to contractually bind the Contractor. If said individual is not the chief executive or president, this document shall attach evidence showing the individual’s authority to contractually bind the Contractor.

BID BOND

KNOW ALL MEN BY THESE PRESENTS, that we, the undersigned,

_____ as Principal,
and

_____ as Surety,
are hereby held and firmly bound unto

_____ as Owner,

in the penal sum of _____
for the payment of which, well and truly to be made, we hereby
jointly and severally bind ourselves, our heirs, executors, and
administrators, successors and assigns.

Signed this _____ day of _____, 2023.

The condition of the above obligation is such that WHEREAS the
Principal has submitted to the **Owner**, a certain Bid, attached
hereto and hereby made a part hereof, to enter into a contract in
writing for the

NOW, THEREFORE,

(a) If said Bid shall be rejected, or in the alternate,

(b) If said Bid shall be accepted and the **Principal** shall execute
and deliver a contract in the Form of Contract attached
hereto (properly completed in accordance with said Bid)
and shall furnish a bond for his faithful
performance of said contract, and for the payment of all persons
performing labor or furnishing materials in
connection therewith, and shall in all respects
perform the agreement created by the acceptance
of said Bid, then this obligation shall be void,
otherwise the same shall remain in force and
effect; it being expressly understood and agreed
that the liability of the **Surety** for any and all claims

hereunder, shall in no event, exceed the penal amount of this obligation as herein stated.

The **Surety**, for value received, hereby stipulates and agrees that the obligations of said **Surety** and its bond shall be in no way impaired or affected by any extension of the time within which the **Owner** may accept such Bid; and said **Surety** does hereby waive notice of any such extension.

IN WITNESS WHEREOF, the **Principal** and the **Surety** have hereunto set their hands and seals, and such of them as are corporations have caused their corporate seals to be hereto affixed and these presents to be signed by their proper officers, the day and year first set.

_____ (L.S.) Principal

Surety

SEAL

By: _____

BID FORM

Proposal of

_____ hereinafter called "**BIDDER**") to the
SPRINGFIELD/ROBERTSON COUNTY AIRPORT (hereinafter
called "**OWNER**")

The **BIDDER**, in compliance with your invitation for bids for the **HANGAR CONCRETE FLOOR RESTORATION CONTRACT** and having examined the specifications with the related documents and the site of the proposed work, and being familiar with all the conditions surrounding the construction of the proposed project including the availability of materials and labor, hereby proposes to furnish all labor, materials, and supplies, and to construct the project in accordance with the contract documents, within the time set forth therein, and at the prices stated below. These prices are to cover all expenses incurred in performing the work required under the contract documents, of which this proposal is a part.

BIDDER hereby agrees to commence work under this contract on or before a date to be specified in written "Notice to Proceed" of the **OWNER** and to fully complete the project within 30 calendar days thereafter as stipulated in the specifications. **BIDDER** further agrees to pay as liquidated damages the sum \$300.00 for each Calendar Day thereafter as hereinafter provided. The **BIDDER** hereby declares that he/she holds Contractor's License No. _____ as issued by the State Authority in which this work is to be done and that this license is in effect until _____, _____, and that he/she will maintain his/her license in force and effect during the life of the contract, including and the guarantee period. Upon receipt of written notice of acceptance of this bid, the **BIDDER** will execute and deliver to the **OWNER** within ten (10) days the formal construction contract contained herein.

The bid security attached in the sum of (enter written and numerical values below)

BASE BID SCOPE AS SPECIFIED

_____ (\$_____)

ADD ALTERNATE 1 – 4 INCH CONCRETE DEPTH

_____ (\$_____)

ADD ALTERNATE 2 – 6 INCH CONCRETE DEPTH

_____ (\$_____)

END OF BID FORM

PERFORMANCE AND PAYMENT BOND

The form to be used for the Performance and Payment Bond shall be completed upon the issuance of the Notice of Award. Said document shall be considered a part of the Project’s Contract Documents.

Any singular reference to Contractor, Surety, Owner or other party shall be considered plural where applicable.

CONTRACTOR (Name and Address): SURETY (Name and Address of Principal Place of Business)

OWNER (Name and Address):

CONTRACT

Date:

Amount:

Description (Name and Location):

BOND

Date (Not earlier than Contract Date):

Amount:

Modifications to this Bond Form:

Surety and Contractor, intending to be legally bound hereby, subject to the terms printed on the reverse side hereof, do each cause this Performance Bond to be duly executed on its behalf by its authorized officer, agent or representative.

CONTRACTOR AS PRINCIPAL SURETY

Company: (Corp. Seal) Company: (Corp. Seal)

Signature: _____ Signature:
_____ Name and Title: Name and Title:
(Attach Power of Attorney)

(Space is provided below for signatures of additional parties, if required.)

CONTRACTOR AS PRINCIPAL SURETY

Company: (Corp. Seal) Company: (Corp. Seal)

Signature: _____ Signature:
_____ Name and Title: Name and Title:

CONTRACT AGREEMENT:

This **CONTRACT**, made this _____ day of _____, 2022 and between the SPRINGFIELD/ROBERTSON COUNTY AIRPORT, herein called the "**OWNER**", and _____

a _____ of _____, County of _____ and State of _____, hereinafter called "**CONTRACTOR**".

WITNESSETH: That for and in consideration of the payments and agreements hereinafter mentioned, to be made and performed by the **OWNER** the **CONTRACTOR** hereby agrees with the **OWNER** to commence and complete the construction described as follows: The **CONTRACTOR**, in compliance with your invitation to bid for the **CONCRETE HANGAR FLOOR**, and any other construction necessary for completion of this project per the construction plans and specifications.

Hereinafter called the PROJECT, for the sum of

_____ (\$ _____)

and all extra work in connection therewith, under the terms as stated in the General Provisions, Special Conditions, Specifications and any Addenda or Modifications of the Contract; and at this (its or their) own property cost and expense to furnish all the materials, supplies, machinery, equipment, tools, supervision, labor, insurance, and other accessories and services necessary to complete the said project in accordance with the conditions and unit prices stated in the Proposal, the General Provisions, Supplemental General Conditions, Special Conditions, Special Specifications of the Contract, Addenda and Modifications, the plans, which include maps, details, plats, blue prints, and other drawings and printed or written explanatory matter thereof, the specifications and contract documents, all of which are made a part hereof and collectively evidence and constitute the contract.

CONTRACTOR hereby agrees to commence work under this contract on or before a date to be specified in written "Notice to Proceed" of the **OWNER** and fully completed within 30 calendar days, thereafter as stipulated in the specifications. Bidder further agrees to pay as liquidated damages the sum \$300.00 for each Calendar Day thereafter as hereinafter provided.

The **OWNER** agrees to pay the **CONTRACTOR** in current funds for the performance of the contract, subject to additions and deductions, as follows: pay request shall be submitted on the 1st of each month, the **CONTRACTOR** shall prepare and submit to the AIRPORT for approval a duly certified estimate of the work performed and a copy of all test results and quality assurance records during the preceding period.

Upon AIRPORT approval of the estimate, and no later than the fifteen (15) days after submittal by the **CONTRACTOR**.

The **OWNER** within shall make final payment to the **CONTRACTOR** forty-five (45) days after:

- a) The completion of the project;
- b) The approval by the AIRPORT of all work performed under the contract;
- c) The acceptance of the work by the **OWNER**;
- d) An affidavit by the **CONTRACTOR** to the effect that payment has been made for all labor, materials and subcontractors for the construction of the project - including providing the **OWNER** with certified payroll records for all individuals who participated in the project.
- e) Submitting of all test results to the AIRPORT for approval,
- f) The preparation by the **CONTRACTOR** and approval by the AIRPORT of a final estimate of the cost of the completed work.
- g) Release of lien form by the **CONTRACTOR** will be required prior to final payment.

The **CONTRACTOR** shall protect, indemnify and save harmless the **OWNER** from any and all damage, loss, claims, judgments or expenses, including but not limited to reasonable attorney's fees, which the **OWNER** may suffer or be subjected to by the performance of the work, including but not without limitation to injury or death of any person whomever and destruction or damage to any property whatever.

This CONTRACT shall be binding upon all parties hereto and their respective heirs, executors, administrators, successors, and assigns.

Final payment to the **CONTRACTOR** shall equal the approved final estimate of cost less the aggregate of all previous payments to the **CONTRACTOR**, and less all liquidated damages assessed in accordance with the terms of this CONTRACT.

IN WITNESS WHEREOF, the parties to these presents have executed this contract in two counterparts, each of which shall be deemed an original, in the year and day first above mentioned.

SPRINGFIELD/ROBERTSON COUNTY AIRPORT

_____ Paul J. Nutting, Airport Board Chairman

_____ Witness, Title

(Seal)

_____ Contractor, Title

_____ Witness, Title

CERTIFICATE OF OWNER'S ATTORNEY

I, the undersigned, _____, the duly authorized and acting legal representative of Springfield/Robertson County Airport do hereby certify as follows:

I have examined the attached contract(s) and surety bonds and the manner of execution thereof, and I am of the opinion that each of the aforesaid agreements has been duly executed by the proper parties thereto acting through their duly authorized representative; that said representatives have full power and authority to execute said agreements on behalf of the respective parties named thereon; and that the foregoing agreements constitute valid and legally binding obligations upon the parties executing the same in accordance with terms, conditions and provisions thereof.

Signature Date

Buy American Certification

The contractor agrees to comply with 49 USC § 50101, which provides that Federal funds may not be obligated unless all steel and manufactured goods used in Federal funded projects are produced in the United States, unless the FAA has issued a waiver for the product; the product is listed as an Excepted Article, Material Or Supply in Federal Acquisition Regulation subpart 25.108; or is included in the FAA Nationwide Buy American Waivers Issued list.

A bidder or offeror must submit the appropriate Buy America certification (below) with all bids or offers on AIP funded projects. Bids or offers that are not accompanied by a completed Buy America certification must be rejected as nonresponsive.

Certificate of Buy American Compliance for Total Facility (Buildings such as Terminal, SRE, ARFF, etc.)

As a matter of bid responsiveness, the bidder or offeror must complete, sign, date, and submit this certification statement with their proposal. The bidder or offeror must indicate how they intend to comply with 49 USC § 50101 by selecting one of the following certification statements. These statements are mutually exclusive. Bidder must select one or the other (i.e. not both) by inserting a checkmark (✓) or the letter "X".

- Bidder or offeror hereby certifies that it will comply with 49 USC. 50101 by:
 - a) Only installing steel and manufactured products produced in the United States; or
 - b) Installing manufactured products for which the FAA has issued a waiver as indicated by inclusion on the current FAA Nationwide Buy American Waivers Issued listing; or
 - c) Installing products listed as an Excepted Article, Material or Supply in Federal Acquisition Regulation Subpart 25.108.

By selecting this certification statement, the bidder or offeror agrees:

1. To provide to the Owner evidence that documents the source and origin of the steel and manufactured product.
2. To faithfully comply with providing US domestic products
3. To refrain from seeking a waiver request after establishment of the contract, unless extenuating circumstances emerge that the FAA determines justified.

- The bidder or offeror hereby certifies it cannot comply with the 100% Buy American Preferences of 49 USC § 50101(a) but may qualify for either a Type 3 or Type 4 waiver under 49 USC § 50101(b). By selecting this certification statement, the apparent bidder or offeror with the apparent low bid agrees:
 1. To submit to the Owner within 15 calendar days of the bid opening, a formal waiver request and required documentation that support the type of waiver being requested.
 2. That failure to submit the required documentation within the specified timeframe is cause for a non responsive determination may results in rejection of the proposal.
 3. To faithfully comply with providing US domestic products at or above the approved US domestic content percentage as approved by the FAA.
 4. To furnish US domestic product for any waiver request that the FAA rejects.

5. To refrain from seeking a waiver request after establishment of the contract, unless extenuating circumstances emerge that the FAA determines justified.

Required Documentation

Type 3 Waiver - The cost of components and subcomponents produced in the United States is more that 60% of the cost of all components and subcomponents of the "facility". The required documentation for a type 3 waiver is:

- a) Listing of all manufactured products that are not comprised of 100% US domestic content (Excludes products listed on the FAA Nationwide Buy American Waivers Issued listing and products excluded by Federal Acquisition Regulation Subpart 25.108; products of unknown origin must be considered as non-domestic products in their entirety)
- b) Cost of non-domestic components and subcomponents, excluding labor costs associated with final assembly and installation at project location.
- c) Percentage of non-domestic component and subcomponent cost as compared to total "facility" component and subcomponent costs, excluding labor costs associated with final assembly and installation at project location.

Type 4 Waiver – Total cost of project using US domestic source product exceeds the total project cost using non-domestic product by 25%. The required documentation for a type 4 of waiver is:

- a) Detailed cost information for total project using US domestic product
- b) Detailed cost information for total project using non-domestic product

False Statements: Per 49 USC § 47126, this certification concerns a matter within the jurisdiction of the Federal Aviation Administration and the making of a false, fictitious or fraudulent certification may render the maker subject to prosecution under Title 18, United States Code.

Date, Signature _____

Company Name, Title _____

"General Decision Number:

TN20220204 06/17/2022 Superseded

General Decision Number:

TN20210204

State: Tennessee

Construction Type: Building
BUILDING CONSTRUCTION PROJECTS (does not include single family homes or apartments up to and including 4 stories)

Counties: Robertson and Smith Counties in Tennessee.

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).

_____ |If the contract is entered |. Executive Order 14026 | into on or after January 30, | generally applies to the | |2022, or the contract is | contract. | |renewed or extended (e.g., an |. The contractor must pay | option is exercised) on or | all covered workers at | |after January 30, 2022: | 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 |. Executive Order 13658 |
 |or between January 1, 2015 and|
 generally applies to the | |January 29,
 2022, and the | contract. | |contract is
 not renewed or |. The contractor must pay
 all| |extended on or after January |
 covered workers at least | |30, 2022: |
 \$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	03/11/2022
1	04/22/2022
2	05/06/2022
3	06/17/2022

ASBE0086-002 03/01/2022

Rates Fringes

ASBESTOS WORKER/HEAT & FROST	
INSULATOR.....	\$ 33.25
17.22 -----	
-----	ELEV0093-001
01/01/2022	

Rates Fringes

ELEVATOR MECHANIC.....	\$ 46.34
36.885+a+b -----	

- IRON0492-002	05/01/2021

Rates Fringes

IRONWORKER, ORNAMENTAL.....\$ 30.35
15.36 IRONWORKER, REINFORCING.....\$
30.35 15.36 IRONWORKER,
STRUCTURAL.....\$ 30.35 15.36 -----

PLUM0572-001 05/01/2022

Rates Fringes

PLUMBER.....\$ 38.75
18.05 -----
----- SHEE0004-009
01/01/2022

Rates Fringes

SHEET METAL WORKER (Excludes
HVAC Duct Installation).....\$ 31.80
15.90 -----
----- * SHEE0177-
008 05/01/2022

Rates Fringes

Sheet metal worker (HVAC Duct
Installation Only).....\$ 31.19
15.46 -----
----- * SUTN2017-
057 04/16/2021

Rates Fringes

BRICKLAYER.....\$
20.00 0.00
CARPENTER (Drywall Hanging
Only).....\$
18.32 0.00
CARPENTER, Excludes Drywall
Hanging.....\$
19.68 0.38
CEMENT MASON/CONCRETE FINISHER...\$
22.79 0.00
ELECTRICIAN.....\$
22.53 8.00
GLAZIER.....\$
16.00 1.11
HVAC MECHANIC (Installation
of HVAC Unit Only).....\$
18.00 0.79
LABORER DEMOLITION.....\$
16.74 0.00
LABORER GRADE CHECKER.....\$
13.01 ** 0.00
LABORER: Asphalt, Includes

Raker, Shoveler, Spreader and
 Distributor.....\$
 16.12 0.00
 LABORER: Common or General.....\$
 12.49 ** 0.00
 LABORER: Mason Tender - Brick...\$
 13.54 ** 0.00
 LABORER: Mason Tender -
 Cement/Concrete.....\$
 15.97 0.00
 LABORER: Pipelayer.....\$
 14.99 ** 2.41
 OPERATOR:
 Backhoe/Excavator/Trackhoe.....\$
 24.50 0.00
 OPERATOR: Bobcat/Skid
 Steer/Skid Loader.....\$
 16.84 0.00
 OPERATOR: Bulldozer.....\$
 28.19 9.65
 OPERATOR: Crane.....\$
 26.50 2.81
 OPERATOR: Drill.....\$
 26.50 4.09
 OPERATOR: Forklift.....\$
 15.00 0.00
 OPERATOR: Paver (Asphalt,
 Aggregate, and Concrete).....\$
 14.70 ** 0.00
 OPERATOR: Roller.....\$
 14.35 ** 0.00
 PAINTER (Brush and Roller).....\$
 14.30 ** 0.00
 PIPEFITTER.....\$
 29.54 12.41
 ROOFER.....\$
 17.00 0.00
 SPRINKLER FITTER (Fire
 Sprinklers).....\$
 20.87 9.81
 TILE FINISHER.....\$
 14.00 ** 0.00
 TILE SETTER.....\$
 19.65 0.00
 TRUCK DRIVER: Dump Truck.....\$ 15.28
 0.00 -----

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)).

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

average rate) or a union average rate (weighted union average rate).

Union Rate Identifiers

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

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

Survey Rate Identifiers

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

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

Union Average Rate Identifiers

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

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

----- WAGE DETERMINATION

APPEALS PROCESS

1.) Has there been an initial decision in the matter? This can be:

- * an existing published wage determination
- * a survey underlying a wage determination
- * a Wage and Hour Division letter setting forth a position on a wage determination matter
- * a conformance (additional classification and rate) ruling

On survey related matters, initial contact, including requests for summaries of surveys, should be with the Wage and Hour 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"

