

Procurement Division, 1000 N. Central Street, Suite 100, Knoxville, TN 37917

# Knox County Procurement Division Addendum I to Invitation for Bid 3381 Construction of Lincoln Park Renovation

Addendum Date: March 2, 2023 <u>Buyer:</u> Ben Sharbel

Opening Date: March 23, 2023 at 4:00 PM Total Page(s): Twenty-six (26)

Notes and Clarifications:

1. Please see Addendum I from Sparkman & Associates Architects. Please note federal requirements due to project funding from ESSER 3.0.

End of Addendum I.

Ben Sharbel, CPPO, CPPB

Supervisor of Property Development & Asset Management

**Knox County Procurement Division** 



2908 Sevier Avenue Knoxville, TN 37920

(865) 584-9885 sparkmanarchitect.com

# **Bidding Addendum 1**

Project: Lincoln Park Renovation

**S&A** #: 2140-22

Date: February 28, 2023



This Addendum forms a part of the Contract Documents and modifies the Documents dated January 13, 2023 with amendments and additions noted below.

This addendum consists of 1 page plus the attached 24 project manual pages.

### 1.1 Changes to the Project Manual

- A. Unless noted otherwise, replace the following project manual sections with the attached updated sections.
- B. 00 01 10 Updated table of contents to include new sections.
- C. 00 41 13 Added bid form attestation for federal funding requirements under item "A"
- D. 00 43 00 Federal Funding Requirements section added to the project manual.
- E. 00 43 43 Wage Rates section added to the project manual.
- F. 10 44 13 Fire Protection Cabinets section added to the project manual.

# 1.2 List of Attachments

- A. Project manual sections:
  - 1. 00 01 10; 00 41 13; 00 43 00; 00 43 43; 10 44 13; all dated 02/28/2023.

End of Bidding Addendum 1

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|----------|---|--|
|          | Lincoln Park School Building Report of Subsurface Exploration |  |

# **END OF SECTION**

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# **SECTION 00 41 13**

# **BID FORM**

| TO: Knox County Schools  |  |  |  |  |
|--|--|--|--|--|
| FROM   | BIDDER:  |  |  |  |
| FOR:   | Lincoln Park Renovation  |  |  |  |
| BID #:   | 3381   |  |  |  |
| A. The   | e Bidder hereby acknowledges, attests, certifies, warrants, and assures that:  |  |  |  |
| 1.   | Bidder has received, read and understands the Bidding Documents and this bid is made in accordance therewith.  |  |  |  |
| <ol><li>Bidder has visited the site and become familiar with the local conditions under which<br/>Work is to be performed and has correlated all observations with the requirements of<br/>Bidding Documents.</li></ol>  |  |  |  |  |
| <ol> <li>Bidder shall not knowingly utilize the services of an illegal immigrant in the performathis Contract and shall not knowingly utilize the services of any subcontractor or corwho will utilize the services of an illegal immigrant in the performance of this Contract</li> </ol> |  |  |  |  |
| 4.   | In compliance with the Iran Divestment Act the Bidder is not on the list created pursuant to Tennessee Code Annotated (TCA) § 12-12-106 and shall not utilize any subcontractor on that list.  |  |  |  |
| 5.   | Bid Security, in the amount of five percent (5%) of the total amount of bid, including Alternates, is attached hereto.   |  |  |  |
| 6.   | Failure to complete this Bid Form, provide required attachments, or comply otherwise with instructions to Bidders, may be cause for rejection of bid.  |  |  |  |
| 7.   | <ol><li>The person who signs this bid on behalf of the Bidder is legally empowered to bind the Bi<br/>der to a Contract.</li></ol>   |  |  |  |
| 8.   | <ol><li>Bidder understands the federal requirements of this project and agrees to all the condition<br/>of ESSER 3.0.</li></ol>  |  |  |  |
| 9.   | Bidder has received the following addenda:   |  |  |  |
|  | Addendum NodatedAddendum Nodated   |  |  |  |
|  | Addendum Nodated Addendum Nodated  |  |  |  |
| B. The   | e Bidder agrees to:  |  |  |  |
| 2.   | Honor this bid for 75 days following the date of the scheduled opening of bids.  Enter into and execute a contract, if presented on the basis of this bid, and to furnish certificates(s) of insurance, bond(s), and other documents related to the contract as required, including, the Contract Bond.  Accomplish the Work in accordance with the Contract Documents.  Achieve Substantial Completion of the work within (contractor Insert) |  |  |  |
| ٦.   | calendar days, allotted from and including the date stipulated in the Notice to Proceed; and, accept the conditions for Liquidated Damages as described in paragraph C.  |  |  |  |

|   | damages until Substantial Completion is achity-five (45) calendar days after Substantial C hundred dollars (\$500) per calendar day as tion is achieved. | ompletion. The Contractor sh  | nall pay the County five |
|---|--|-------------------------------|--------------------------|
| D. BASE BID: The Bidder agrees to complete the Work of the Base Bid for this project for the lump sum of the following amount (In both words and figures. Figures prevail. Words clarify at Owner's discretion.): |  |                               |                          |
|   | \$   | and                           | /100ths Dollars          |
| F   | LINIT DDICES: The Ridder agrees to include   | work in the Rase Rid and Alt. | ernates as specified for |

C. LIQUIDATED DAMAGES: If Substantial Completion is not achieved within the time submitted in the bid, the Contractor shall pay the County seven hundred fifty (\$750) per day as liquidated

E. UNIT PRICES: The Bidder agrees to include work in the Base Bid and Alternates as specified for the Quantity Allowance of Unit Price Items and propose, subject to Owner acceptance, the following Unit Prices for inclusion in the Agreement as specified in Section 01 22 00 Unit Prices:

| Item No. | Unit Price per Unit | Unit | Name Work Included |

| Item No. | Unit | Name, Work Included |
|----------|------|---------------------|
| 1        |      |                     |
| 2        |      |                     |
| 3        |      |                     |
| 4        |      |                     |
| 5        |      |                     |
| 6        |      |                     |
| 7        |      |                     |
| 8        |      |                     |
| 9        |      |                     |
| 10       |      |                     |

F. All Allowances and Unit Prices are to be included in the Base Bid.

| G. ALTERANTES         |             |      |                         |
|-----------------------|-------------|------|-------------------------|
| 1. Alternate No. 1:   |             |      |                         |
| ADD DEDUCT            | NO CHANGE _ |      |                         |
| \$                    |             | and_ | /100ths Dollars         |
| ADDDEDUCT             |             |      | ime for this alternate. |
| H. BID SUBMITTAL:     |             |      |                         |
| This bid is submitted | by:         |      |                         |
| Authorized Signatu    | re:         |      | Date:                   |
| Printed Name and T    | itle:       |      |                         |
| On behalf of:         |             |      |                         |
| Bidder's Name:        |             |      |                         |
| Bidder's Address:     |             |      |                         |
| Bidder's Phone:       |             |      |                         |
| Bidder's Fax:         |             |      |                         |
| Bidder's Email:       |             |      |                         |

# **END OF SECTION**

# SECTION 00 43 00 FEDERAL FUNDING REQUIREMENTS

# **Equal Employment Opportunity**

During the performance of this contract, the contractor agrees as follows:

- (1) The contractor will not discriminate against any employee or applicant for employment because of race, color, religion, sex, sexual orientation, gender identity, or national origin. The contractor will take affirmative action to ensure that applicants are employed, and that employees are treated during employment without regard to their race, color, religion, sex, sexual orientation, gender identity, or national origin. Such action shall include, but not be limited to the following:
  - Employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided setting forth the provisions of this nondiscrimination clause.
- (2) The contractor will, in all solicitations or advertisements for employees placed by or on behalf of the contractor, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, sexual orientation, gender identity, or national origin.
- (3) The contractor will not discharge or in any other manner discriminate against any employee or applicant for employment because such employee or applicant has inquired about, discussed, or disclosed the compensation of the employee or applicant or another employee or applicant. This provision shall not apply to instances in which an employee who has access to the compensation information of other employees or applicants as a part of such employee's essential job functions discloses the compensation of such other employees or applicants to individuals who do not otherwise have access to such information, unless such disclosure is in response to a formal complaint or charge, in furtherance of an investigation, proceeding, hearing, or action, including an investigation conducted by the employer, or is consistent with the contractor's legal duty to furnish information.
- (4) The contractor will send to each labor union or representative of workers with which he has a collective bargaining agreement or other contract or understanding, a notice to be provided advising the said labor union or workers' representatives of the contractor's commitments under this section, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.
- (5) The contractor will comply with all provisions of Executive Order 11246 of September 24, 1965, and of the rules, regulations, and relevant orders of the Secretary of Labor.
- (6) The contractor will furnish all information and reports required by Executive Order 11246 of September 24, 1965, and by rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to his books, records, and accounts by the administering agency and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.

- (7) In the event of the contractor's noncompliance with the nondiscrimination clauses of this contract or with any of the said rules, regulations, or orders, this contract may be canceled, terminated, or suspended in whole or in part and the contractor may be declared ineligible for further Government contracts or federally assisted construction contracts in accordance with procedures authorized in Executive Order 11246 of September 24, 1965, and such other sanctions may be imposed and remedies invoked as provided in Executive Order 11246 of September 24, 1965, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.
- (8) The contractor will include the portion of the sentence immediately preceding paragraph (1) and the provisions of paragraphs (1) through (8) in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to section 204 of Executive Order 11246 of September 24, 1965, so that such provisions will be binding upon each subcontractor or vendor. The contractor will take such action with respect to any subcontract or purchase order as the administering agency may direct as a means of enforcing such provisions, including sanctions for noncompliance:

*Provided,* however, that in the event a contractor becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction by the administering agency, the contractor may request the United States to enter into such litigation to protect the interests of the United States.

#### Clean Air Act and Federal Water Pollution Control Act

Contractors and subcontractors will comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act (42 U.S.C. 7401-7671q) and the Federal Water Pollution Control Act as amended (33 U.S.C. 1251-1387). Violations will be reported to the U.S. Department of Education (DOE) and the Regional office of the Environmental Protection Agency (EPA).

#### **Debarment and Suspension**

A contract award will not be made to a party listed on the governmentwide exclusions in the System for Award Management (SAM).

#### Lobbying

The Contractor certifies, to the best of its knowledge and belief, that:

- a. No federally appropriated funds have been paid or will be paid, by or on behalf of the Contractor, to any person for influencing or attempting to influence an officer or employee of an agency, a member of Congress, an officer or employee of Congress, or an employee of a member of Congress in connection with the awarding of any federal contract, the making of any federal grant, the making of any federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any federal contract, grant, loan, or cooperative agreement.
- b. If any funds other than federally appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a member of Congress, an officer or employee of Congress, or an employee of a member of Congress in connection with any contract, grant, loan, or cooperative agreement, the Contractor shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.
- c. The Contractor shall require that the language of this certification be included in the award documents for all contractors and that all subcontractors shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into and is a prerequisite for making or entering into this transaction imposed by 31 U.S.C. § 1352.

### Procurement of recovered materials.

Contractors must comply with section 6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act. The requirements of Section 6002 include procuring only items designated in guidelines of the Environmental Protection Agency (EPA) at 40 CFR part 247 that contain the highest percentage of recovered materials practicable, consistent with maintaining a satisfactory level of competition, where the purchase price of the item exceeds \$10,000 or the value of the quantity acquired during the preceding fiscal year exceeded \$10,000; procuring solid waste management services in a manner that maximizes energy and resource recovery; and establishing an affirmative procurement program for procurement of recovered materials identified in the EPA guidelines.

#### Preferences for Products Produced or Manufactured in the U.S.

- (a) This contract award prefers the purchase, acquisition, or use of goods, products, or materials produced in the United States (including but not limited to iron, aluminum, steel, cement, and other manufactured products).
- (b) For purposes of this section:
- (1) "Produced in the United States" means, for iron and steel products, that all manufacturing processes, from the initial melting stage through the application of coatings, occurred in the United States.
- (2) "Manufactured products" means items and construction materials composed in whole or in part of non-ferrous metals such as aluminum; plastics and polymer-based products such as polyvinyl chloride pipe; aggregates such as concrete; glass, including optical fiber; and lumber.

#### **Davis-Bacon and Related Acts**

Work under this Contract will be subject to the Davis-Bacon and related Acts (DBRA) requirements. Contractors and subcontractors performing on this contract shall pay laborers and mechanics employed on the project jobsite not less than the prevailing wage rates (including fringe benefits) shown below. Contractors and subcontractors must pay laborers and mechanics weekly and submit weekly certified payroll records to CMCSS.

Employers performing work on this project must post the WH-1321 "Employee Rights Under the Davis-Bacon Act" poster at the site of the work in a prominent and accessible place where it may be easily seen by workers. The applicable wage determination must be similarly posted.

Under the DBRA, covered contractors must maintain payroll and basic records for all covered laborers and mechanics during the course of the work and for a period of three years thereafter. Records to be maintained include:

- Name, address, and social security number of each worker
- Each worker's work classifications
- Hourly rates of pay, including rates of contributions or costs anticipated for fringe benefits or their cash equivalents
- Daily and weekly numbers of hours worked
- Deductions made
- Actual wages paid
- Detailed information regarding bona fide fringe benefit plans and programs, including records that show that the plan or program has been communicated in writing to the laborers and mechanics affected
- If applicable, detailed information regarding approved apprenticeship or trainee programs

Each covered contractor and subcontractor must, on a weekly basis, provide the contracting agency a copy of all payrolls providing the information listed above under "Recordkeeping" for the preceding weekly payroll period, except that that full social security numbers and home addresses shall not be included on weekly transmittals, and instead the payrolls only need to include an individually identifying number for each worker (e.g., the last four digits of the worker's social security number). Each payroll submitted must be accompanied by a "Statement of Compliance" using page 2 of Form WH-347 Payroll (For Contractors Optional Use), or any form with identical wording, certifying compliance with applicable requirements. The statement is to be signed by the contractor or subcontractor, or by an authorized officer or employee of the contractor or subcontractor who supervises the payment of wages, and delivered to a representative of CMCSS. This must be submitted within seven days after the regular pay date for the pay period. Contractors or subcontractors found to have disregarded their obligations to employees under the Davis-Bacon Act, or found to be "in aggravated or willful violation" of any of the related Acts, may be subject to federal debarment from future contracts for up to three years. In addition, contract payments may be

withheld in sufficient amounts to satisfy liabilities for unpaid wages and for liquidated damages that result from overtime violations of the Contract Work Hours and Safety Standards Act (CWHSSA). Breach of the required contract clauses under the DBRA and CWHSSA may also be grounds for termination of the contract.

Contractors and subcontractors may challenge the Wage and Hour Division's determinations of violations and debarment before an Administrative Law Judge. Contractors and subcontractors may appeal decisions by Administrative Law Judges to the Department's Administrative Review Board (ARB). ARB determinations on violations may be appealed to and are enforceable through the federal courts. Falsification of the required certified payroll records or any kickback of wages may subject a contractor or subcontractor to civil or criminal prosecution, the penalty for which may be fines and/or imprisonment. The Copeland "Anti-Kickback" Act prohibits contractors from inducing any person employed in DBRA-covered construction to give up any part of the compensation to which he or she is entitled, and requires contractors to submit a weekly statement of the wages paid to each employee performing DBRA-covered work. Implementing regulations govern allowable payroll deductions.

The Department of Labor provides employers, workers, and others with clear and easy-to-access information and assistance on how to comply with the DBRA, such as the DOL Prevailing Wage Resource Book and the <u>DBRA Forms page</u>. Other compliance assistance related to the DBRA is available on the <u>Davis-Bacon and Related Acts (DBRA) Web Page</u>.

**END OF SECTION** 

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SAM.gov 2/28/23, 10:07 AM

"General Decision Number: TN20230182 01/06/2023

Superseded General Decision Number: TN20220182

State: Tennessee

Construction Type: Building

BUILDING CONSTRUCTION PROJECTS (does not include single family

homes or apartments up to and including 4 stories)

County: Knox County 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 into on or after January 30, 2022, or the contract is renewed or extended (e.g., an |. The contractor must pay option is exercised) on or after January 30, 2022:

- |. Executive Order 14026 generally applies to the contract.
- all covered workers at least \$16.20 per hour (or the applicable wage rate listed on this wage determination, if it is higher) for all hours spent performing on the contract in 2023.

If the contract was awarded on . or between January 1, 2015 and January 29, 2022, and the contract is not renewed or extended on or after January 30, 2022:

- Executive Order 13658 generally applies to the contract.
- The contractor must pay all covered workers at least \$12.15 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 2023.

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 http://www.dol.gov/whd/govcontracts.

Modification Number 0

Publication Date 01/06/2023

ASBE0086-002 03/01/2022

|   | Rates           | Fringes        |
|---|-----------------|----------------|
| ASBESTOS WORKER/HEAT & FROST INSULATOR                            |                 | 17.22          |
| ELEC0270-002 06/01/2021   |                 |                |
|   | Rates           | Fringes        |
| ELECTRICIAN (Low Voltage Wiring Only)                             |                 | 11%+8.10       |
| ELEC0760-001 06/01/2022   |                 |                |
|   | Rates           | Fringes        |
| ELECTRICIAN (Excludes Low Voltage Wiring) ENGI0917-004 05/01/2017 | .\$ 27.25<br>   | 13.98          |
|   | Rates           | Fringes        |
| POWER EQUIPMENT OPERATOR (Crane)                                  | .\$ 28.26       | 10.10          |
| IRON0492-001 05/01/2022   |                 |                |
|   | Rates           | Fringes        |
| IRONWORKER, ORNAMENTAL IRONWORKER, REINFORCING                    |                 | 15.66<br>15.66 |
| LAB00818-005 05/01/2021   |                 |                |
|   | Rates           | Fringes        |
| LABORER (Pipelayer)   | .\$ 21.45       | 8.06           |
| PLUM0102-001 05/01/2020   |                 |                |
|   | Rates           | Fringes        |
| PIPEFITTER  |                 | 14.40          |
| SHEE0005-002 05/01/2021   |                 |                |
|   | Rates           | Fringes        |
| SHEET METAL WORKER (SIDING (METAL/ALUMINUM/VINYL))                |                 | 12.62          |
| SHEE0005-003 05/01/2021   |                 |                |
|   | Rates           | Fringes        |
| SHEET METAL WORKER (HVAC Duct Installation Only)                  | .\$ 32.29       | 12.62          |
| TEAM0519-001 05/01/2021   | Bidding Addendu |                |

| ı  | Rates           | Fringes                 |
|--|-----------------|-------------------------|
| TRUCK DRIVER (Dump Truck)\$                                    | 24.81           | 8.10                    |
| UAVG-TN-0001 04/16/2021  |                 |                         |
|  | Rates           | Fringes                 |
| SHEET METAL WORKER (HVAC Unit Installation Only)\$             |                 |                         |
| SUTN2017-035 04/16/2021  |                 |                         |
| I  | Rates           | Fringes                 |
| BRICKLAYER\$   | 20.00           | 0.00                    |
| CARPENTER\$  | 20.09           | 0.00                    |
| CEMENT MASON/CONCRETE FINISHER\$                               | 22.67           | 4.11                    |
| IRONWORKER, STRUCTURAL\$                                       | 18.30           | 0.00                    |
| LABORER DEMOLITION\$   | 16.74           | 0.00                    |
| LABORER GRADE CHECKER\$  | 13.01 **        | 0.00                    |
| LABORER: Common or General\$                                   | 12.73 **        | 1.77                    |
| LABORER: Mason Tender - Brick\$                                | 13.54 **        | 0.00                    |
| LABORER: Mason Tender - Cement/Concrete\$                      | 13.00 **        | 0.00                    |
| OPERATOR: Backhoe/Excavator/Trackhoe\$                         | 27.77           | 9.75                    |
| OPERATOR: Bobcat/Skid<br>Steer/Skid Loader\$                   | 16.84           | 0.00                    |
| OPERATOR: Bulldozer\$  | 28.52           | 9.75                    |
| OPERATOR: Drill\$  | 26.50           | 4.76                    |
| 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)\$                                   | 19.31           | 10.15                   |
| PLUMBER\$  | 21.63           | 7.16                    |
| ROOFER\$   | 16.29           | 0.00                    |
| SHEET METAL WORKER, Excludes HVAC Duct and Unit Installation\$ | 24 19           | 7.52                    |
| TILE FINISHER\$  |                 | 0.00                    |
| TILE SETTER\$  |                 | 0.00                    |
| nttps://sam.gov/wage-determination/TN20230182/0                | Bidding Addendu | m 1   February 28, 2023 |

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

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\*\* Workers in this classification may be entitled to a higher minimum wage under Executive Order 14026 (\$16.20) or 13658 (\$12.15). Please see the Note at the top of the wage determination for more information.

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

https://www.dol.gov/agencies/whd/government-contracts.

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

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

Union Rate Identifiers

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

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

Survey Rate Identifiers

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

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

Union Average Rate Identifiers

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

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

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#### WAGE DETERMINATION APPEALS PROCESS

- 1.) Has there been an initial decision in the matter? This can be:
- \* an existing published wage determination
- \* a survey underlying a wage determination
- \* a Wage and Hour Division letter setting forth a position on a wage determination matter
- $^st$  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 Bidding Addendum 1 | February 28, 2023

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.

END OF GENERAL DECISIO"

#### **SECTION 10 44 13**

#### **FIRE PROTECTION CABINETS**

#### **PART 1- GENERAL**

#### 1.1 SUMMARY

A. Section includes fire-protection cabinets for portable fire extinguishers.

#### **1.2 ACTION SUBMITTALS**

- A. Product Data: For each type of product.
- B. Shop Drawings: For fire-protection cabinets.

#### **1.3 CLOSEOUT SUBMITTALS**

A. Maintenance data.

#### 1.4 COORDINATION

- A. Coordinate size of fire-protection cabinets to ensure that type and capacity of fire extinguishers indicated are accommodated.
- B. Coordinate sizes and locations of fire-protection cabinets with wall depths.

#### 1.5 SEQUENCING

A. Apply [decals] [vinyl lettering] on field-painted fire-protection cabinets after painting is complete.

#### **PART 2- PRODUCTS**

#### 2.1 PERFORMANCE REQUIREMENTS

A. Fire-Rated Fire-Protection Cabinets: Listed and labeled to comply with requirements in ASTM E 814 for fire-resistance rating of walls where they are installed.

#### 2.2 FIRE PROTECTION CABINET

- A. Cabinet Type: Suitable for fire extinguisher.
  - 1. Manufacturers:
    - a. Larsen's Manufacturing Co
    - b. Guardian
    - c. Potter Roemer
    - d. Nystrom
- B. Cabinet Construction: Nonrated.
  - Fire-Rated Cabinets: Construct fire-rated cabinets with double walls fabricated from 0.043inch-thick cold-rolled steel sheet lined with minimum 5/8-inch-thick fire-barrier material. Provide factory-drilled mounting holes.
- C. Cabinet Material: Cold-rolled steel sheet.
- D. Recessed Cabinet:
  - 1. Exposed Flat Trim: One-piece combination trim and perimeter door frame overlapping surrounding wall surface with exposed trim face and wall return at outer edge (backbend).

- E. Cabinet Trim Material: Same material and finish as door.
- F. Door Material: Steel sheet.
- G. Door Style: Solid opaque panel with frame.
- H. Door Hardware: Manufacturer's standard door-operating hardware of proper type for cabinet type, trim style, and door material and style indicated.
- Accessories:
  - 1. Door Lock: Cam lock that allows door to be opened during emergency by pulling sharply on door handle.
  - 2. Identification: Lettering complying with authorities having jurisdiction for letter style, size, spacing, and location.
    - a. Identify fire extinguisher in fire-protection cabinet with the words "FIRE EXTINGUISHER".
      - i. Location: Applied to cabinet door.
      - ii. Application Process: Pressure-sensitive vinyl letters.
      - iii. Lettering Color: White.
      - iv. Orientation: Vertical.
- J. Materials:
  - 1. Cold-Rolled Steel: ASTM A 1008/A 1008M, Commercial Steel (CS), Type B.
    - a. Finish: Baked enamel or powder coat.
    - b. Color: As selected by Architect from full range of industry colors and color densities.

#### 2.3 FABRICATION

A. Fire-Protection Cabinets: Provide manufacturer's standard box (tub) with trim, frame, door, and hardware to suit cabinet type, trim style, and door style indicated.

#### **PART 3- EXECUTION**

#### 3.1 INSTALLATION

- A. Prepare recesses for recessed fire-protection cabinets as required by type and size of cabinet and trim style.
- B. Install fire-protection cabinets in locations and at mounting heights indicated.
- C. Fire-Protection Cabinets: Fasten cabinets to structure, square and plumb.
- D. Identification: Apply vinyl lettering at locations indicated.
- E. Adjust fire-protection cabinet doors to operate easily without binding. Verify that integral locking devices operate properly.

#### **END OF SECTION**