

## ADDENDUM | No. 2

|                     |   |
|---------------------|---|
| <b>PROJECT</b>      | Hull Pump Station & Sheldon Meter Building  |
| <b>BID DATE</b>     | 2:00 PM CDT August 9, 2022  |
| <b>BID LOCATION</b> | Lewis & Clark Regional Water System Office<br>46986 Monty Street, Tea, SD 57064                               |
| <b>ISSUE DATE</b>   | 7/22/2022   |
| <b>NOTICE</b>       | Failure to acknowledge all addenda in the BID may cause rejection of the BID.<br>See Instructions to Bidders. |

### SCOPE OF THIS ADDENDUM

The following becomes a part of the original project manual and drawings, taking precedence over the items that may conflict. The bidder shall note receipt and make acknowledgment of the Addendum on his/her bid form, incorporating its provision in his/her bid.

### PROJECT MANUAL

The following additions, changes and clarifications have been made to the Project Manual.

#### Section 00200 – Instructions to Bidders

**REVISE** Article 22 - Buy America Domestic Procurement Preference to Section 00200 – Instructions to Bidders by adding the following sentence to the beginning of Article 22 (this Article was added through Addendum No. 1):

21.01 Buy America Domestic Procurement Preference requirements for this project are listed in Section 00820 - Bureau of Reclamation Supplemental Provisions (July 2022).

**ADD** Article 22 – Davis-Bacon Act Requirements to Section 00200 – Instructions to Bidders as follows:

#### ARTICLE 22 – DAVIS-BACON ACT WAGE REQUIREMENTS

22.01 Wage rate requirements for this project are listed in Section 00820 - Bureau of Reclamation Supplemental Provisions (July 2022).



**Section 00410 – Bid Form for Construction Contract**

**DELETE** Section 00410 – Bid Form for Construction Contract and **REPLACE** with the new Section 00410 – Bid Form for Construction Contract attached to this Addendum No. 2.

**Section 00621 –Cover Page (for attachment to Submittals)**

**DELETE** Section 00621 – Cover Page and **REPLACE** with the new Section 00621 – Cover Page attached to this Addendum No. 2.

**Section 00820 – Bureau of Reclamation Supplemental Provisions**

**DELETE** Section 00820 – Bureau of Reclamation Supplemental Provisions (April 2015) and **REPLACE** with the new 00820 – Bureau of Reclamation Supplemental Provisions (July 2022) attached to this Addendum No. 2.

**NOTE**

The Plan Holders List and Addendums are available on our website at <http://www.bannerassociates.com> by clicking on **View Bid Information / Project Name / Project Information** link.

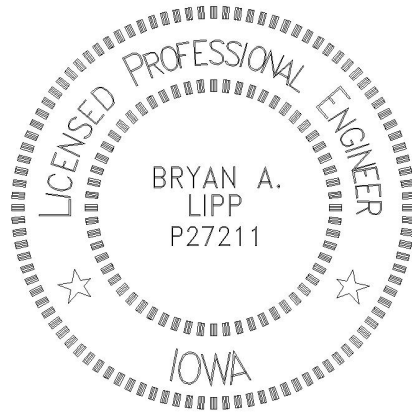
Project Manual and Drawing inquiries regarding the work should be directed to:

**CONTACT PERSON(S)**

|   |                 |   |
|---|-----------------|---|
| Banner Associates, Inc.    Tel 1-605-692-6342   Toll Free 1-855-323-6342   Fax 1-605-692-5714 |                 |   |
| Bryan Lipp, PE  | Process & Civil | bryanl@bannerassociates.com               |
| Adam Hanson, PE   | Structural      | adamh@bannerassociates.com                |
| David Lorang, AIA   | Architectural   | davel@bannerassociates.com                |
| Subconsultant    Tel 1-605-362-3753   |                 |   |
| Todd Weidner  | Electrical      | todd.weidner@westplainsengineering.com    |
| Connor Swiontek   | Mechanical      | connor.swiontek@westplainsengineering.com |

**ATTACHMENTS:**

- Section 00410 – Bid Form for Construction Contract
- Section 00621 – Cover Page
- 00820 – Bureau of Reclamation Supplemental Provisions (July 2022)



I HEREBY CERTIFY THAT THIS ENGINEERING DOCUMENT WAS PREPARED BY ME OR UNDER MY DIRECT PERSONAL SUPERVISION AND THAT I AM A DULY LICENSED PROFESSIONAL ENGINEER UNDER THE LAWS OF THE STATE OF IOWA.

*Bryan Lipp*

7/22/2022

(SIGNATURE)

(DATE)

BRYAN A. LIPP  
LICENSE NUMBER  
P27211

MY LICENSE RENEWAL DATE IS DECEMBER 31, 2023

PAGES OR SHEETS COVERED BY THIS SEAL: **1-33**

**SECTION 00410  
BID FORM FOR CONSTRUCTION CONTRACT**

The terms used in this Bid with initial capital letters have the meanings stated in the Instructions to Bidders, the General Conditions, and the Supplementary Conditions.

**PROJECT IDENTIFICATION**

Hull Pump Station & Sheldon Meter Building  
South of Hull, IA and Sheldon, IA

**ARTICLE 1 – OWNER AND BIDDER**

1.01 This Bid is submitted to:

Lewis & Clark Regional Water System  
46986 Monty Street  
Tea, SD 57064

1.02 The undersigned Bidder proposes and agrees, if this Bid is accepted, to enter into an Agreement with Owner in the form included in the Bidding Documents to perform all Work as specified or indicated in the Bidding Documents for the prices and within the times indicated in this Bid and in accordance with the other terms and conditions of the Bidding Documents.

**ARTICLE 2 – ATTACHMENTS TO THIS BID**

2.01 The following documents are submitted with and made a condition of this Bid:

- A. Required Bid security made payable to Owner in an amount of ten percent (10%) of Bidder's maximum Bid price (determined by adding the base bid and all alternates) and in the form of a Bid bond issued by a surety meeting the requirements of Paragraph 6.01 of the General Conditions or a cashier's or certified check made payable to the Owner in an amount of five percent (5%) of the Bidder's maximum Bid price. Such Bid bond will be issued in the form included in the Bidding Documents and shall be accompanied by a certified copy of Power-of-Attorney.
- B. List of Subcontractors, Suppliers, and other individuals and entities required to be identified in this Bid (Section 00440 – List of Subcontractors and Suppliers).
- C. Evidence of authority to do business in the state of the Project; or a written covenant to obtain such license within the time for acceptance of Bids.
- D. Contractor's license number as evidence of Bidder's State Contractor's License or a covenant by Bidder to obtain said license within the time for acceptance of Bids.

- E. Required Bidder Qualifications Statement with supporting data (Section 00451 – Qualifications Statement).
  - F. Representations, Certifications and Other Statements of Offerors. (Department of the Interior Form DI-2010, Parts A – E).
  - G. Certification of Nondiscrimination (Part G).
  - H. Certification of Elimination of Segregated Facilities (Part H).
  - I. Acknowledgement of Compliance with Buy America Domestic Procurement Preference requirements listed in Section 00820 - Bureau of Reclamation Supplemental Provisions (see attached form to Section 00410 -Bid Form).<sup>1</sup>
  - J. Acknowledgement of Compliance with Davis-Bacon Act requirements listed in Section 00820 - Bureau of Reclamation Supplemental Provisions (see attached form to Section 00410 -Bid Form).<sup>2</sup>
- 2.02 The apparent Successful Bidder (and other Bidder's, upon request) shall submit to Engineer within 48 hours following the time of the Bid Opening the following:
- A. Any other information required to be submitted that is identified in the Bidding Documents, including written authorization of individuals signing the Bid and/or Agreement.

### **ARTICLE 3 – BASIS OF BID**

#### **3.01 Lump Sum Bids**

- A. Bidder will complete the Work in accordance with the Contract Documents for the following lump sum stipulated prices (complete tables on the following pages).
- B. The Bid for this project is structured as a Base Bid and one Bid Alternate. Bidder must include a price for Bid Alternate No. 1 (Add).
- C. All specified cash allowances (if any) are included in the price(s) set forth above and have been computed in accordance with Paragraph 13.02.B of the General Conditions.
- D. List the manufacturer of the equipment that is the basis of the bid in accordance with Article 11 of the Instructions to Bidders.

---

<sup>1</sup> Added through Addendum 2.

<sup>2</sup> Added through Addendum 2.

| <b>BASE BID – HULL PUMP STATION &amp; SHELDON METER BUILDING</b>   |                           |
|--|---------------------------|
| <p>Includes all Work described in the Contract Documents to construct and install all required equipment in a new booster pump station near Hull, IA; and a new meter building in Sheldon, IA. This includes all required foundations, building systems, architectural treatments, grading, sitework, site piping systems, utilities, and all other required equipment and construction, complete and ready for use.</p> <p>The Work includes all piping, fittings, pumps, motors, VFDs, meters, gauges, valves and appurtenances including but not limited to isolation valves, control valves, combination air valves, check valves, chemical feed and storage systems and telemetry &amp; control systems as required at each location; all electrical and mechanical equipment and systems, including lighting and generators; site work including, but not limited to: excavation, fill, grading, utilities, access road construction, parking area, fencing and site topsoiling, seeding, site restoration and clean up; ductile iron site piping connections on inlet and outlet sides of the buildings including corrosion protection (galvanic anodes); sanitary sewer piping and connections to municipal sewage or septic systems. The Lump Sum price includes mobilization, all labor, materials, overhead, profit, applicable taxes, fees, bonds and insurance in accordance with the Contract Documents.</p> |                           |
| Description  | Lump Sum Bid Prices       |
| Hull Pump Station (Base Bid includes two pumps related equipment and piping)   | \$ _____<br>(use numbers) |
| Sheldon Meter Building   | \$ _____<br>(use numbers) |
| <b>TOTAL LUMP SUM BID PRICE (BASE BID)</b>   | \$ _____<br>(use numbers) |

| <b>BID ALTERNATE NO. 1 (ADD) – ADD 3<sup>RD</sup> PUMP &amp; RELATED EQUIPMENT TO THE HULL PUMP STATION</b>  |                           |
|--|---------------------------|
| <p>Includes all Work described in the Contract Documents to add a 3<sup>rd</sup> pump to the Hull Pump Station. This includes furnishing and installing all piping, fittings, pump, motor, VFD, meters, gauges, valves and appurtenances including but not limited to isolation valves, control valves, combination air valves, check valves, telemetry &amp; control systems, all electrical and mechanical equipment and systems required for the 3<sup>rd</sup> pump. The Work includes required testing, clean-up, and all other required equipment and construction, complete and ready for use. The Lump Sum price includes all labor, materials, overhead, profit, applicable taxes, fees, bonds and insurance in accordance with the Contract Documents.</p> |                           |
| Description  | Lump Sum Bid Price        |
| Add 3 <sup>rd</sup> Pump & Related Equipment to the Hull Pump Station  | \$ _____<br>(use numbers) |

| <b>TOTAL BID</b>   |                           |
|--|---------------------------|
| Description  | Total Lump Sum Bid Price  |
| <b>TOTAL LUMP SUM BID PRICE<br/> BASE BID <u>PLUS</u> BID ALTERNATE NO. 1<br/> (ADD)</b> | \$ _____<br>(use numbers) |

**ARTICLE 4 – TIME OF COMPLETION**

- 4.01. Bidder agrees that the Work will be substantially complete and will be completed and ready for final payment in accordance with Paragraph 15.06 of the General Conditions on or before the dates or within the number of calendar days indicated in the Agreement (including Milestone dates, if any).
- 4.02 Bidder accepts the provisions of the Agreement as to liquidated damages.

**ARTICLE 5 – BIDDER'S ACKNOWLEDGEMENTS: ACCEPTANCE PERIOD, INSTRUCTIONS, AND RECEIPT OF ADDENDA**

5.01 *Instructions to Bidders*

- A. Bidder accepts all of the terms and conditions of the Instructions to Bidders, including without limitation those dealing with the disposition of Bid security.

5.02 *Bid Acceptance Period*

- A. This Bid will remain subject to acceptance for 30 days after the Bid opening, or for such longer period of time that Bidder may agree to in writing upon request of Owner.

5.03 *Receipt of Addenda*

- A. Bidder hereby acknowledges receipt of the following Addenda:

| <b>Addendum Number</b> | <b>Addendum Date</b> |
|------------------------|----------------------|
|                        |                      |
|                        |                      |
|                        |                      |
|                        |                      |

**ARTICLE 6 – BIDDER'S REPRESENTATIONS AND CERTIFICATIONS**

6.01 *Bidders Representations*

- A. In submitting this Bid, Bidder represents the following:
  - 1. Bidder has examined and carefully studied the Bidding Documents, including Addenda.
  - 2. Bidder has visited the Site, conducted a thorough visual examination of the Site and adjacent areas, and become familiar with the general, local, and Site conditions that may affect cost, progress, and performance of the Work.

3. Bidder is familiar with all Laws and Regulations that may affect cost, progress, and performance of the Work.
4. Bidder has carefully studied the reports of explorations and tests of subsurface conditions at or adjacent to the Site and the drawings of physical conditions relating to existing surface or subsurface structures at the Site that have been identified in the Supplementary Conditions, with respect to the Technical Data in such reports and drawings.
5. Bidder has carefully studied the reports and drawings relating to Hazardous Environmental Conditions, if any, at or adjacent to the Site that have been identified in the Supplementary Conditions, with respect to Technical Data in such reports and drawings.
6. Bidder has considered the information known to Bidder itself; information commonly known to contractors doing business in the locality of the Site; information and observations obtained from visits to the Site; the Bidding Documents; and the Technical Data identified in the Supplementary Conditions or by definition, with respect to the effect of such information, observations, and Technical Data on (a) the cost, progress, and performance of the Work; (b) the means, methods, techniques, sequences, and procedures of construction to be employed by Bidder, if selected as Contractor; and (c) Bidder's (Contractor's) safety precautions and programs.
7. Based on the information and observations referred to in the preceding paragraph, Bidder agrees that no further examinations, investigations, explorations, tests, studies, or data are necessary for the performance of the Work at the Contract Price, within the Contract Times, and in accordance with the other terms and conditions of the Contract.
8. Bidder is aware of the general nature of work to be performed by Owner and others at the Site that relates to the Work as indicated in the Bidding Documents.
9. Bidder has given Engineer written notice of all conflicts, errors, ambiguities, or discrepancies that Bidder has discovered in the Bidding Documents, and of discrepancies between Site conditions and the Contract Documents, and the written resolution thereof by Engineer is acceptable to Contractor.
10. The Bidding Documents are generally sufficient to indicate and convey understanding of all terms and conditions for performance and furnishing of the Work.
11. The submission of this Bid constitutes an incontrovertible representation by Bidder that without exception the Bid and all prices in the Bid are premised upon performing and furnishing the Work required by the Bidding Documents.



## 6.02 *Bidders Certifications*

### A. The Bidder certifies the following:

1. This Bid is genuine and not made in the interest of or on behalf of any undisclosed individual or entity and is not submitted in conformity with any collusive agreement or rules of any group, association, organization, or corporation.
2. Bidder has not directly or indirectly induced or solicited any other Bidder to submit a false or sham Bid.
3. Bidder has not solicited or induced any individual or entity to refrain from bidding.
4. Bidder has not engaged in corrupt, fraudulent, collusive, or coercive practices in competing for the Contract. For the purposes of this Paragraph 6.02.A.
  - a. Corrupt practice means the offering, giving, receiving, or soliciting of anything of value likely to influence the action of a public official in the bidding process.
  - b. Fraudulent practice means an intentional misrepresentation of facts made (a) to influence the bidding process to the detriment of Owner, (b) to establish bid prices at artificial non-competitive levels, or (c) to deprive Owner of the benefits of free and open competition.
  - c. Collusive practice means a scheme or arrangement between two or more Bidders, with or without the knowledge of Owner, a purpose of which is to establish bid prices at artificial, non-competitive levels.
  - d. Coercive practice means harming or threatening to harm, directly or indirectly, persons or their property to influence their participation in the bidding process or affect the execution of the Contract.

BIDDER hereby submits this Bid as set forth above:

Bidder: \_\_\_\_\_  
(typed or printed name of organization)

By: \_\_\_\_\_  
(individual's signature)

Name: \_\_\_\_\_  
(typed or printed)

Title: \_\_\_\_\_  
(typed or printed)

Date: \_\_\_\_\_  
(typed or printed)

*If Bidder is a corporation, a partnership, or a joint venture, attach evidence of authority to sign.*

Attest: \_\_\_\_\_  
(individual's signature)

Name: \_\_\_\_\_  
(typed or printed)

Title: \_\_\_\_\_  
(typed or printed)

Date: \_\_\_\_\_  
(typed or printed)

Address for giving notices:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Bidder's Contact:

Name: \_\_\_\_\_  
(typed or printed)

Title: \_\_\_\_\_  
(typed or printed)

Phone: \_\_\_\_\_

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

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

Bidder's Contractor License No. (if applicable): \_\_\_\_\_

Date of Authorization to do business in Iowa: \_\_\_\_\_

Bidder's DUNS Number: \_\_\_\_\_

END OF SECTION

**ACKNOWLEDGEMENT OF COMPLIANCE WITH  
BUY AMERICA DOMESTIC PROCUREMENT PREFERENCE REQUIREMENTS**

Buy America Domestic Procurement Preference requirements are listed in Section 00820 - Bureau of Reclamation Supplemental Provisions. None of the funds under a federal award that are part of Federal financial assistance program for infrastructure may be obligated for a project unless all of the iron, steel, manufactured products, and construction materials used in the project are produced in the United States, unless subject to an approved waiver. The requirements of this section must be included in all subawards, including all contracts and purchase orders for work or products under this program.

Bidder hereby acknowledges that all of the iron, steel, manufactured products, and construction materials used in the project are produced in the United States.

Check One Box, only  
Yes   
Yes, with the exception of the following items (fill-in table below)

When necessary, recipients may apply for, and the Department of the Interior (DOI) may grant, a waiver from these requirements, subject to review by the Made in America Office. Refer to Section 00820 - Bureau of Reclamation Supplemental Provisions for additional details.

**For this Contract, Bidder may only apply for a waiver based on non-availability.** Bidder hereby notifies Owner of the following exceptions:

| Item or Material Exceptions Based on Non-Availability |
|---|
|   |
|   |
|   |
|   |
|   |

The Bidder's price shown in the Bid Form reflects the costs based on these items or materials. Bidder is required to provide documentation, regarding non-availability of the item or material to support the request for a waiver.

There is no guarantee that a waiver or waivers will be granted. If the item or material is found to be available, no cost adjustment will be made to the Bid or Contract.

Bidder: \_\_\_\_\_  
By (signature): \_\_\_\_\_  
Name (printed): \_\_\_\_\_  
Title: \_\_\_\_\_

**Person signing this form must also be the same person with the authority to sign the Bid.**

**ACKNOWLEDGEMENT OF COMPLIANCE WITH  
DAVIS-BACON ACT WAGE REQUIREMENTS**

Davis-Bacon Act wage requirements are listed in Section 00820 - Bureau of Reclamation Supplemental Provisions.

Bidder hereby acknowledges that its Bid was prepared including the Davis-Bacon Act wage requirements (as of the date bid) appropriate to the project location and classification of employees.

Bidder: \_\_\_\_\_

By *(signature)*: \_\_\_\_\_

Name *(printed)*: \_\_\_\_\_

Title: \_\_\_\_\_

**Person signing this form must also be the same person with the authority to sign the Bid.**

**SECTION 00651**  
**COVER PAGE** (for attachment to Submittals)

|                |  |                           |             |
|----------------|--|---------------------------|-------------|
| Owner:         | Lewis and Clark Rural Water System, Inc.   | Owner's Project No.:      | N/A         |
| Engineer:      | Banner Associates, Inc.                    | Engineer's Project No.:   | 20000.49.01 |
| Contractor:    |  | Contractor's Project No.: |             |
| Project:       | Lewis & Clark Regional Water System        |                           |             |
| Contract Name: | Hull Pump Station & Sheldon Meter Building |                           |             |

|               |  |                        |  |       |  |
|---------------|--|------------------------|--|-------|--|
| Submittal No: |  | Specification Section: |  | Date: |  |
| Description:  |  |                        |  |       |  |

To facilitate the assumption of responsibility by the Contractor under Section 01300 – Submittals of the General Requirements, each submittal by the Contractor shall contain as a cover page thereto, the following legend. This cover page shall be signed or initialed by a representative of the Contractor previously designated by the Contractor to the Engineer and Owner, in writing, for such purpose.

- A. This submittal is made under the provision of Section 01300 – Submittals of the General Requirements. Contractor makes an express warranty to the Owner, by express affirmation, that if installed into the project, the work which forms the basis of this submittal will conform to the design requirements of the Agreement, as that design has been contractually agreed to and which is the basis of the bargain between the parties thereto.
- B. It is the purpose of this submittal to describe the goods proposed for use by the Contractor and to demonstrate conformance of that description to the Agreement requirement.
- C. To the extent necessary, the Contractor by making this submittal warrants that the whole of the goods shall conform to the submittal.
- D. At the time of this submission, the Contractor acknowledges that he is aware that the purpose of this submission is to induce the Engineer and Owner to authorize the use of this work for purposes of contract compliance by the Contractor, and further that the Engineer and Owner, in doing so, relies upon the skill, judgement, and integrity of the Contractor as to the compliance of this submitted work to the requirements of the Agreement. Contractor hereby acknowledges that he has by his own resources found and selected the work submitted herewith and that is suitable for the purpose of being fit and suitable for use in the final construction under this Agreement.
- E. Contractor acknowledges that all of the iron, steel, manufactured products, and construction materials used in the project are produced in the United States in accordance with the Buy America Domestic Preference requirements (added through Addendum No. 2).

Contractor hereby notifies the Engineer and Owner that:

|    |  |
|----|--|
| 1. |  |
| 2. |  |
| 3. |  |

The above referenced features are not in conformance with the requirements of the Agreement and Contractor nevertheless asks approval thereof.

Contractor's Representative: \_\_\_\_\_

**SECTION 00820**  
**BUREAU OF RECLAMATION SUPPLEMENTAL PROVISIONS (July 2022)**

Table of Contents

|  |    |
|--|----|
| 1.0 - Copeland “Anti-Kickback” Act (18 U.S.C. 874), as supplemented by 29 CFR Part 3 ..... | 1  |
| 2.0 - Contract Work Hours and Safety Standards Act (40 U.S.C. 3701-3708).....              | 1  |
| 3.0 - Clean Air Act & Federal Water Pollution Control Act .....                            | 2  |
| 4.0 - Debarment and Suspension.....  | 2  |
| 5.0 - New Restrictions on Lobbying (43 CFR 18) .....                                       | 2  |
| 6.0 - Procurement of Recovered Materials.....  | 3  |
| 7.0 - Drug-Free Workplace.....   | 3  |
| 8.0 - Preservation of Historical and Archeological Data .....                              | 5  |
| 9.0 - Funds Available for Project Construction Earnings.....                               | 7  |
| 10.0 – Buy America Domestic Procurement Preference .....                                   | 8  |
| 11.0 – Davis-Bacon Act Wage Requirements.....  | 10 |

**1.0 - Copeland “Anti-Kickback” Act (18 U.S.C. 874), as supplemented by 29 CFR Part 3**

The contractor or sub-recipient must comply with the Copeland “Anti-Kickback” Act (18 U.S.C. 874), as supplemented by Department of Labor regulations (29 CFR Part 3, “Contractors and Subcontractors on Public Building or Public Work Financed in Whole or in Part by Loans or Grants from the United States”). The Act provides that each contractor or subrecipient must be prohibited from inducing, by any means, any person employed in the construction, completion, or repair of public work, to give up any part of the compensation to which he or she is otherwise entitled. Violations shall be reported to the Federal awarding agency.

**2.0 - Contract Work Hours and Safety Standards Act (40 U.S.C. 3701-3708)**

For all contracts in excess of \$100,000 that involve the employment of mechanics or laborers the Contractor shall comply with 40 U.S.C. 3702 and 3704, as supplemented by Department of Labor regulations (29 CFR Part 5). Under Section 3702 of the Act, each contractor shall compute the wages of every mechanic and laborer on the basis of a standard work week of 40 hours. Work in excess of the standard work week is permissible provided that the worker is compensated at a rate of not less than 1½ times the basic rate of pay for all hours worked in excess of 40 hours in the work week. Section 3704 of the Act is applicable to construction work and provides that no laborer or mechanic shall be required to work in surroundings or under working conditions which are unsanitary, hazardous or dangerous. These requirements do not apply to the purchases of supplies or materials or articles ordinarily available on the open market, or contracts for transportation or transmission of intelligence.

### **3.0 - Clean Air Act & Federal Water Pollution Control Act**

For all contracts in excess of \$150,000, the Contractor shall 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 must be reported to the Federal awarding agency and the Regional Office of the Environmental Protection Agency (EPA).

### **4.0 - Debarment and Suspension**

A contract award must not be made to parties listed on the government-wide Excluded Parties List System in the System for Award Management (SAM) in accordance with the OMB guidelines at 2 CFR 180 that implement Executive Orders 12549 (3 CFR Part 1986 Comp., p.189) and 12689 (3 CFR Part 1989 Comp., p. 235). SAM Exclusions contains the names of parties debarred, suspended, or otherwise excluded by agencies, as well as parties declared ineligible under statutory or regulatory authority other than Executive Order 12549.

### **5.0 - New Restrictions on Lobbying (43 CFR 18)**

The Contractor agrees to comply with 43 CFR 18, New Restrictions on Lobbying, including the following certification:

- (a) No Federal 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, and 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 Federal 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 this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying" in accordance with its instructions.

This certification will be included in the award documents for all sub-awards at all tiers (including subcontracts, sub-grants, and contracts under grants, loans, and cooperative agreements) and all Subrecipients shall certify accordingly.

### **6.0 - Procurement of Recovered Materials**

A non-Federal entity that is a state agency or agency of a political subdivision of a state and its 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 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 maximized energy and resource recovery; and establishing an affirmative procurement program for procurement of recovered materials identified in the EPA guidelines.

### **7.0 - Drug-Free Workplace**

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

"Controlled substance" means a controlled substance in schedules I through V of section 202 of the Controlled Substances Act (21 U.S.C. 812) and as further defined in regulation at 21 CFR 1308.11 - 1308.15.

"Conviction" means a finding of guilt (including a plea of *nolo contendere*) or imposition of sentence, or both, by any judicial body charged with the responsibility to determine violations of the Federal or State criminal drug statutes.

"Criminal drug statute" means a Federal or non-Federal criminal statute involving the manufacture, distribution, dispensing, possession, or use of any controlled substance.

"Drug-free workplace" means the site(s) for the performance of work done by the Contractor in connection with a specific contract where employees of the Contractor are prohibited from engaging in the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance.

"Employee" means an employee of a Contractor directly engaged in the performance of work under a contract with Owner.

"Directly engaged" is defined to include all direct cost employees and any other Contractor employee who has other than a minimal impact or involvement in contract performance.

"Individual" means an offeror/contractor that has no more than one employee including the offeror/contractor.

(b) The Contractor, if other than an individual, shall-- within 30 days after award, or as soon as possible for contracts of less than 30 days performance duration --



- (1) Publish a statement notifying its employees that the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in the Contractor's workplace and specifying the actions that will be taken against employees for violations of such prohibition;
  - (2) Establish an ongoing drug-free awareness program to inform such employees about –
    - (i) The dangers of drug abuse in the workplace;
    - (ii) The Contractor's policy of maintaining a drug-free workplace;
    - (iii) Any available drug counseling, rehabilitation, and employee assistance programs; and
    - (iv) The penalties that may be imposed upon employees for drug abuse violations occurring in the workplace;
  - (3) Provide all employees engaged in performance of the contract with a copy of the statement required by subparagraph (b)(1) of this clause;
  - (4) Notify such employees in writing in the statement required by subparagraph (b)(1) of this clause that, as a condition of continued employment on this contract, the employee will –
    - (i) Abide by the terms of the statement; and
    - (ii) Notify the employer in writing of the employee's conviction under a criminal drug statute for a violation occurring in the workplace no later than 5 days after such conviction;
  - (5) Within 30 days after receiving notice under subdivision (b)(4)(ii) of this clause of a conviction, take one of the following actions with respect to any employee who is convicted of a drug abuse violation occurring in the workplace:
    - (i) Taking appropriate personnel action against such employee, up to and including termination; or
    - (ii) Require such employee to satisfactorily participate in a drug abuse assistance or rehabilitation program approved for such purposes by a Federal, State, or local health, law enforcement, or other appropriate agency; and
  - (6) Make a good faith effort to maintain a drug-free workplace through implementation of subparagraphs (b)(1) through (b)(6) of this clause.
- (c) The Contractor, if an individual, agrees by award of the contract or acceptance of a purchase order, not to engage in the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance while performing this contract.

### **8.0 - Preservation of Historical and Archeological Data**

- (a) Except as provided for an equitable adjustment, include cost of complying with this section in prices offered in the schedule for other items of work.
- (b) Definitions.

Cultural items: Native American cultural items (i.e., funerary objects, sacred objects, objects of cultural patrimony, or human remains) for which protection is prescribed under the Native American Graves Protection and Repatriation Act (NAGPRA) - Public Law 101-601; 104 Stat. 3042, Section 3(d); and 43 CFR Part 10.4.

Human remains: Physical remains of the body of a person.

Funerary objects: Native American items that, as part of the death rite or ceremony of a culture, are reasonably believed to have been placed intentionally at the time of death or later with or near individual human remains.

Native American: Of, or relating to, a tribe, people, or culture that is indigenous to the United States.

Sacred Objects: Native American items that are specific ceremonial objects needed by traditional Native American religious leaders for the practice of traditional Native American religions by their present-day adherents. These items are specifically limited to objects that were devoted to a traditional Native American religious ceremony or ritual and which have religious significance or function in the continued observance or renewal of such ceremony.

Objects of cultural patrimony: Native American items having ongoing historical, traditional, or cultural importance central to the Indian tribe itself, rather than property owned by an individual tribal member. These objects are of such central importance that they may not be alienated, appropriated, or conveyed by any individual tribal member.

- (c) Project Conditions
  - (i) Federal legislation provides for protection, preservation, and collection of scientific, prehistorical, historical, and archeological data, including relics and specimens, which might otherwise be lost due to alteration of terrain as a result of any Federally funded construction project.
  - (ii) Any person who, without permission, injures, destroys, excavates, appropriates, or removes any historical or prehistorical artifact, object of antiquity, or archeological resource on public lands of the United States is subject to arrest and penalty of law.
  - (iii) Comply with state laws when operating on non-Federal and non-Indian lands.
  - (iv) Discovery of Resources

- (A) When the Contractor, or any of the Contractor's employees, or parties operating or associated with the Contractor, in performance of this contract discover cultural resources on any lands:
  - (B) Immediately cease work at that location.
  - (C) Immediately notify the Engineer and the designated representative of the U. S. Bureau of Reclamation orally, giving the location and nature of the findings.
  - (D) Follow with written confirmation to the Engineer and the designated representative of the U. S. Bureau of Reclamation within 2 days.
- (v) In addition to notifying the U. S. Bureau of Reclamation; where the discovery occurs on state, municipal, or private lands, notify the appropriate state officials as prescribed by state law.
  - (vi) Exercise care so as not to disturb or damage cultural resources uncovered during construction activities and provide such cooperation and assistance as may be necessary to preserve the findings for removal or other disposition by the designated representative U. S. Bureau of Reclamation.
  - (vii) Do not resume work in the area of discovery until receipt of written notice to proceed from the designated representative U. S. Bureau of Reclamation.
- (d) Where appropriate by reason of discovery, the designated representative U. S. Bureau of Reclamation after consultation with the appropriate State Historic Preservation Officer may order delays in time of performance or changes in work, or both. When such delays or changes are ordered, an equitable adjustment will be made in the contract in accordance with applicable clauses of the contract.
  - (e) The Owner has made, or caused to be made, cultural resources inventories of the lands owned and rights-of-way acquired. The Contractor will provide the Engineer and the designated representative of the U.S. Bureau of Reclamation with the legal descriptions of any potential borrow areas and plot these locations on the appropriate, county atlas. Materials produced from borrow areas for the purpose of this contract include, but are not limited to, pipe zone and pipe base sand, engineered fill, gravel base, riprap, gravel surfacing. For those borrow areas where new ground-disturbance is necessary (i.e. where the material is not stock-piled and must be excavated), the Contractor will allow sufficient time for the designated representative of the U.S. Bureau of Reclamation consult with the appropriate State Historic Preservation Officer (SHPO) as to the necessity for a cultural resources inventory and, if necessary, complete that inventory. At a minimum, this consultation requires 30 days. If an inventory is necessary, this may require an additional 45 days. The Contractor will take no action to use or alter the proposed locations until written approval for site use is received from the Engineer and the designated representative of the U.S. Bureau of Reclamation.

- (f) Include permission for the designated representative of the U.S. Bureau of Reclamation access in arrangements for use of private lands for use areas or borrow sources. The designated representative of the U.S. Bureau of Reclamation's access to the private land shall be to identify cultural resources and conduct appropriate inspections.
- (g) Insert this section in subcontracts which involve performance of work on project terrain.

**9.0 - Funds Available for Project Construction Earnings**

Federal funds for earnings under this construction contract will be made available to the extent that funds are available to the Owner from U.S. Congressional appropriations allocated to it and made available by the United States of America acting through the Department of the Interior, Bureau of Reclamation, Billings, Montana Regional Office and funds allocated from the Owner's non-Federal cost share, which are contributions of members of the Lewis & Clark Regional Water System and/or from appropriations from the States of Iowa, Minnesota and South Dakota. All funds for this contract are available as provided in this clause.

- (a) As to any work which may be done in excess of the amount for which funds have been reserved under the provisions of this clause, the liability of the Owner is contingent upon the necessary appropriations being made therefore by the Congress and an appropriate reservation of funds there under. Further, the Contractor hereby releases the Owner from any and all liability due to the failure of the U.S. Congress to appropriate sufficient funds, or for delays in payments due to lack of funds. The Contractor also releases the Owner from any and all liability for damages for breach of contract as a result of the failure of the Congress to appropriate sufficient funds.
- (b) If at any time the Owner finds that the balance of this reservation is in excess of the estimated amount required to meet all payments due and to become due the Contractor because of the work performed or to be performed prior to the beginning of the next fiscal year, the right is reserved to reduce said reservation by the amount of such excess. The Contractor will be notified in writing of any such reduction.
- (c) If the rate of progress of the work is such that the Owner finds that the balance of the reservation is less than the estimated amount required to meet all payments due and to become due because of work performed prior to the beginning of the next fiscal year, the Owner may reserve additional funds for payments under this contract if there are funds available for such purpose. The Contractor will be notified in writing of such additional reservation.
- (d) The procedure described above in this clause shall be repeated as often as necessary on account of exhaustion of available funds and the necessity of awaiting the appropriation of additional funds by Congress.

### **10.0 – Buy America Domestic Procurement Preference<sup>1</sup>**

As required by Section 70914 of the Bipartisan Infrastructure Law (also known as the Infrastructure Investment and Jobs Act), P.L. 117-58, on or after May 14, 2022, none of the funds under a federal award that are part of Federal financial assistance program for infrastructure may be obligated for a project unless all of the iron, steel, manufactured products, and construction materials used in the project are produced in the United States, unless subject to an approved waiver. The requirements of this section must be included in all subawards, including all contracts and purchase orders for work or products under this program.

Recipients of an award of Federal financial assistance are hereby notified that none of the funds provided under this award may be used for a project for infrastructure unless:

- A. All iron and steel used in the project are produced in the United States--this means all manufacturing processes, from the initial melting stage through the application of coatings, occurred in the United States;
- B. All manufactured products used in the project are produced in the United States—this means the manufactured product was manufactured in the United States; and the cost of the components of the manufactured product that are mined, produced, or manufactured in the United States is greater than 55 percent of the total cost of all components of the manufactured product, unless another standard for determining the minimum amount of domestic content of the manufactured product has been established under applicable law or regulation; and
- C. All construction materials are manufactured in the United States—this means that all manufacturing processes for the construction material occurred in the United States.

The Buy America preference only applies to articles, materials, and supplies that are consumed in, incorporated into, or affixed to an infrastructure project. As such, it does not apply to tools, equipment, and supplies, such as temporary scaffolding, brought to the construction site and removed at or before the completion of the infrastructure project. Nor does a Buy America preference apply to equipment and furnishings, such as movable chairs, desks, and portable computer equipment, that are used at or within the finished infrastructure project, but are not an integral part of the structure or permanently affixed to the infrastructure project.

For further information on the Buy America preference, please visit [www.doi.gov/grants/BuyAmerica](http://www.doi.gov/grants/BuyAmerica). Additional information can also be found at the White House Made in America Office website: [www.whitehouse.gov/omb/management/made-in-america/](http://www.whitehouse.gov/omb/management/made-in-america/).

#### *Waivers*

- A. When necessary, recipients may apply for, and the Department of the Interior (DOI) may grant, a waiver from these requirements, subject to review by the Made in America Office. The DOI may waive the application of the domestic content procurement preference in any case in which it is determined that one of the below circumstances applies:

---

<sup>1</sup> This article added through Addendum No. 2.

1. Non-availability Waiver: the types of iron, steel, manufactured products, or construction materials are not produced in the United States in sufficient and reasonably available quantities or of a satisfactory quality;
  2. Unreasonable Cost Waiver: the inclusion of iron, steel, manufactured products, or construction materials produced in the United States will increase the cost of the overall project by more than 25 percent; or
  3. Public Interest Waiver: applying the domestic content procurement preference would be inconsistent with the public interest.
- B. There may be instances where an award qualifies, in whole or in part, for an existing DOI general applicability waiver as described at: [www.doi.gov/grants/BuyAmerica/GeneralApplicabilityWaivers](http://www.doi.gov/grants/BuyAmerica/GeneralApplicabilityWaivers). If the specific financial assistance agreement, infrastructure project, or non-domestic materials meets the criteria of an existing general applicability waiver within the limitations defined within the waiver, the recipient is not required to request a separate waiver for non-domestic materials.
- C. If a general applicability waiver does not already apply, and a recipient believes that one of the above circumstances applies to an award, a request to waive the application of the domestic content procurement preference may be submitted to the financial assistance awarding officer in writing. Waiver requests shall include the below information. The waiver shall not include any Privacy Act information, sensitive data, or proprietary information within their waiver request. Waiver requests will be posted to [www.doi.gov/grants/buyamerica](http://www.doi.gov/grants/buyamerica) and are subject to public comment periods of no less than 15 days. Waiver requests will also be reviewed by the Made in America Office.
1. Type of waiver requested (non-availability, unreasonable cost, or public interest).
  2. Requesting entity and Unique Entity Identifier (UEI) submitting the request.
  3. Department of Interior Bureau or Office who issued the award.
  4. Federal financial assistance listing name and number (reference block 2 on DOI Notice of Award).
  5. Financial assistance title of project (reference block 8 on DOI Notice of Award).
  6. Federal Award Identification Number (FAIN).
  7. Federal funding amount (reference block 11.m. on DOI Notice of Award).
  8. Total cost of Infrastructure expenditures (includes federal and non-federal funds to the extent known).
  9. Infrastructure project description(s) and location(s) (to the extent known).
  10. List of iron or steel item(s), manufactured goods, and construction material(s) the recipient seeks to waive from Buy America requirements. Include the name, cost, countries of origin (if known), and relevant [PSC](#) or [NAICS](#) code for each.
  11. A certification that the recipient made a good faith effort to solicit bids for domestic products supported by terms included in requests for proposals, contracts, and nonproprietary communications with the prime contractor.
  12. A statement of waiver justification, including a description of efforts made (e.g., market research, industry outreach) by the recipient, in an attempt to avoid the need for a waiver. Such a justification may cite, if applicable, the absence of any Buy America-compliant bids received in response to a solicitation.
  13. Anticipated impact if no waiver is issued.

Approved waivers will be posted at [www.doi.gov/grants/BuyAmerica/ApprovedWaivers](http://www.doi.gov/grants/BuyAmerica/ApprovedWaivers); recipients requesting a waiver will be notified of their waiver request determination by an awarding officer.

Questions pertaining to waivers should be directed to the financial assistance awarding officer.

### *Definitions*

- A. “Construction materials” includes an article, material, or supply that is or consists primarily of:
- Non-ferrous metals;
  - Plastic and polymer-based products (including polyvinylchloride, composite building materials, and polymers used in fiber optic cables);
  - Glass (including optic glass);
  - Lumber; or
  - Drywall.
- B. “Construction Materials” does not include cement and cementitious materials, aggregates such as stone, sand, or gravel, or aggregate binding agents or additives.
- C. “Domestic content procurement preference” means all iron and steel used in the project are produced in the United States; the manufactured products used in the project are produced in the United States; or the construction materials used in the project are produced in the United States.
- D. “Infrastructure” includes, at a minimum, the structures, facilities, and equipment for, in the United States, roads, highways, and bridges; public transportation; dams, ports, harbors, and other maritime facilities; intercity passenger and freight railroads; freight and intermodal facilities; airports; water systems, including drinking water and wastewater systems; electrical transmission facilities and systems; utilities; broadband infrastructure; and buildings and real property. Infrastructure includes facilities that generate, transport, and distribute energy.
- E. “Project” means the construction, alteration, maintenance, or repair of infrastructure in the United States.

### **11.0 – Davis-Bacon Act Wage Requirements <sup>2</sup>**

Section 41101 of the Bipartisan Infrastructure Law requires that all laborers and mechanics employed by contractors or subcontractor in the performance of construction, alteration, or repair work on a project assisted in whole or in part by funding made available under the Bipartisan Infrastructure Law (P.L. 117-58) shall be paid wages at rates not less than those prevailing on similar projects in the locality, as determined by the Secretary of Labor in accordance with Subchapter IV of Chapter 31 of Title 40, United States Code (commonly referred to as the Davis-Bacon Act).

The most current wage rate determination for the project location at the time the project was advertised for Bids is included as Attachment 1 to this Section 00820. Bidder is responsible to check wage rates before bidding. Wage rates can be found on Sam.gov at [www.sam.gov](http://www.sam.gov).

END OF SECTION

---

<sup>2</sup> This article added through Addendum No. 2.

# **ATTACHMENT 1**

## **Highway and Heavy Wage Rates**

**State of Iowa**

**June 3, 2022**

Bidder is responsible to check wage rates before bidding.  
Wage rates can be found on Sam.gov at [www.sam.gov](http://www.sam.gov).



"General Decision Number: IA20220028 06/03/2022

State: Iowa

Construction Types: Heavy and Highway

Counties: Adair, Adams, Allamakee, Appanoose, Audubon, Benton, Black Hawk, Boone, Bremer, Buchanan, Buena Vista, Butler, Calhoun, Carroll, Cass, Cedar, Cerro Gordo, Cherokee, Chickasaw, Clarke, Clay, Clayton, Clinton, Crawford, Dallas, Davis, Decatur, Delaware, Des Moines, Dickinson, Dubuque, Emmet, Fayette, Floyd, Franklin, Fremont, Greene, Grundy, Guthrie, Hamilton, Hancock, Hardin, Harrison, Henry, Howard, Humboldt, Ida, Iowa, Jackson, Jasper, Jefferson, Johnson, Jones, Keokuk, Kossuth, Lee, Linn, Louisa, Lucas, Lyon, Madison, Mahaska, Marion, Marshall, Mills, Mitchell, Monona, Monroe, Montgomery, Muscatine, O'Brien, Osceola, Page, Palo Alto, Plymouth, Pocahontas, Polk, Pottawattamie, Poweshiek, Ringgold, Sac, Shelby, Sioux, Story, Tama, Taylor, Union, Van Buren, Wapello, Warren, Washington, Wayne, Webster, Winnebago, Winneshiek, Woodbury, Worth and Wright Counties in Iowa.

HIGHWAY CONSTRUCTION PROJECTS and HEAVY CONSTRUCTION PROJECTS

Note: Contracts subject to the Davis-Bacon Act are generally required to pay at least the applicable minimum wage rate required under Executive Order 14026 or Executive Order 13658. Please note that these Executive Orders apply to covered contracts entered into by the federal government that are subject to the Davis-Bacon Act itself, but do not apply to contracts subject only to the Davis-Bacon Related Acts, including those set forth at 29 CFR 5.1(a)(2)-(60).

|   |   |
|---|---|
| If the contract is entered into on or after January 30, 2022, or the contract is renewed or extended (e.g., an option is exercised) on or after January 30, 2022: | <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> |
| If the contract was awarded on or between January 1, 2015 and   | <ul style="list-style-type: none"><li>• Executive Order 13658 generally applies to the</li></ul>  |

|   |  |
|---|--|
| January 29, 2022, and the contract is not renewed or extended on or after January 30, 2022: | <p>contract.</p> <ul style="list-style-type: none"> <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 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    06/03/2022

SUIA2022-001 03/15/2022

|   | Rates    | Fringes |
|---|----------|---------|
| Carpenter & Piledrivermen   |          |         |
| ZONE 1.....   | \$ 30.27 | 15.08   |
| ZONE 2.....   | \$ 28.48 | 15.23   |
| ZONE 3.....   | \$ 28.63 | 15.23   |
| ZONE 4.....   | \$ 27.85 | 12.80   |
| ZONE 5**.....   | \$ 26.75 | 11.20   |
| CONCRETE FINISHER   |          |         |
| ZONE 1.....   | \$ 29.05 | 10.10   |
| ZONE 2.....   | \$ 29.05 | 10.10   |
| ZONE 3.....   | \$ 29.05 | 10.10   |
| ZONE 4.....   | \$ 26.95 | 7.95    |
| ZONE 5.....   | \$ 25.90 | 7.95    |
| ELECTRICIAN (STREET AND<br>HIGHWAY LIGHTING AND TRAFFIC<br>SIGNALS) |          |         |
| ZONE 1, 2, AND 3.....   | \$ 35.40 | 12.80   |
| ZONE 4.....   | \$ 34.10 | 11.80   |
| ZONE 5.....   | \$ 30.95 | 10.55   |

IRONWORKER (SETTING OF  
STRUCTURAL STEEL)

|               |          |       |
|---------------|----------|-------|
| ZONE 1.....   | \$ 32.25 | 13.10 |
| ZONE 2.....   | \$ 30.16 | 13.55 |
| ZONE 3.....   | \$ 30.16 | 13.65 |
| ZONE 4.....   | \$ 28.00 | 12.65 |
| ZONE 5**..... | \$ 26.15 | 11.85 |

LABORER

|                 |          |       |
|-----------------|----------|-------|
| ZONE 1, 2 AND 3 |          |       |
| GROUP A.....    | \$ 24.39 | 11.39 |
| GROUP AA.....   | \$ 26.77 | 11.39 |
| GROUP B.....    | \$ 22.54 | 11.39 |
| GROUP C.....    | \$ 19.46 | 11.39 |
| ZONE 4          |          |       |
| GROUP A.....    | \$ 22.37 | 10.57 |
| GROUP B.....    | \$ 20.80 | 10.57 |
| GROUP C.....    | \$ 18.17 | 10.57 |
| ZONE 5          |          |       |
| GROUP A.....    | \$ 22.77 | 9.12  |
| GROUP B.....    | \$ 20.03 | 9.12  |
| GROUP C.....    | \$ 19.18 | 9.12  |

POWER EQUIPMENT OPERATOR

|              |          |       |
|--------------|----------|-------|
| ZONE 1       |          |       |
| GROUP A..... | \$ 34.25 | 16.00 |
| GROUP B..... | \$ 32.70 | 16.00 |
| GROUP C..... | \$ 30.20 | 16.00 |
| GROUP D..... | \$ 30.20 | 16.00 |
| ZONE 2       |          |       |
| GROUP A..... | \$ 33.55 | 16.00 |
| GROUP B..... | \$ 31.95 | 16.00 |
| GROUP C..... | \$ 29.40 | 16.00 |
| GROUP D..... | \$ 29.40 | 16.00 |
| ZONE 3       |          |       |
| GROUP A..... | \$ 31.15 | 27.20 |
| GROUP B..... | \$ 29.35 | 27.20 |
| GROUP C..... | \$ 28.35 | 27.20 |
| GROUP D..... | \$ 28.35 | 27.20 |
| ZONE 4       |          |       |
| GROUP A..... | \$ 31.60 | 15.85 |
| GROUP B..... | \$ 30.46 | 15.85 |
| GROUP C..... | \$ 28.38 | 15.85 |
| GROUP D..... | \$ 28.38 | 15.85 |
| ZONE 5       |          |       |
| GROUP A..... | \$ 29.52 | 12.50 |
| GROUP B..... | \$ 28.48 | 12.50 |
| GROUP C..... | \$ 26.75 | 12.50 |
| GROUP D..... | \$ 25.75 | 12.50 |

TRUCK DRIVER (AND PAVEMENT MARKING DRIVER/SWITCHPERSON)

|             |          |       |
|-------------|----------|-------|
| ZONE 1..... | \$ 25.56 | 12.19 |
| ZONE 2      |          |       |
| .....       | \$ 25.56 | 12.19 |
| ZONE 3..... | \$ 25.56 | 12.19 |
| ZONE 4..... | \$ 25.56 | 8.24  |
| ZONE 5      |          |       |
| .....       | \$ 23.80 | 8.24  |

ZONE DEFINITIONS

ZONE 1 The Counties of Polk, Warren, and Dallas for all Crafts, and Linn County Carpenters only.

ZONE 2 The Counties of Dubuque for all Crafts and Linn County for all Crafts except Carpenters.

ZONE 3 The Cities of Burlington (including West Burlington), Clinton, Fort Madison, Keokuk, and Middleton (including the Iowa Army Ammunition Plant) and Muscatine (and abutting municipalities of any such cities).

ZONE 4 Story, Black Hawk, Cedar, Jasper, Jones, Jackson, Louisa, Madison, and Marion Counties; Clinton County (except the City of Clinton), Johnson County, Muscatine County (except the City of Muscatine), the City of Council Bluffs, Lee County and Des Moines County.

ZONE 5 All areas of the state not listed above.

LABORER CLASSIFICATIONS - ALL ZONES

GROUP AA ? (Zones 1, 2, and 3) Skilled pipelayer (sewer, water, and conduits) and tunnel laborers; asbestos abatement worker

GROUP A - Carpenter tender on bridges and box culverts; CCTV\* sewer inspection operator; curb machine (without a seat); deck hand; diamond & core drills; drill operator on air tracs, wagon drills, and similar drills; form setter/stringman on paving work; gunnite nozzleman; joint sealer kettleman; laser operator; powderman tender; powderman/blaster; sign erector; saw operator; {(Zones 4 and 5) Skilled pipelayer (sewer, water, and conduits); tunnel laborer; asbestos abatement worker}. \*new labor classification (CCTV: closed circuit television)

GROUP B - Air, gas, electric tool operator; barco hammer; carpenter tender; caulker; chain sawman; compressor (under 400 cfm); concrete finisher tender; concrete processing materials and monitors; cutting torch on demolition; drill tender; dumpmen; electric drills; fence erectors; form line expansion joint assembler; form tamper; general laborer; grade checker; handling and placing metal mesh, dowel bars,

reinforcing bars and chairs; hot asphalt laborer; installing temporary traffic control devices; jackhammerman; mechanical grouter; painter (all except stripers); paving breaker; planting trees, shrubs and flowers; power broom (not self-propelled); power buggyman; rakers; rodman (tying reinforcing steel); sandblaster; seeding and mulching; sewer utility topman/bottom man; spaders; stressor or stretcherman on pre or post tensioned concrete; stringman on re/surfacing/no grade control; swinging stage, tagline, or block and tackle; tampers; timberman; tool room men and checkers; tree climber; tree groundman; underpinning and shoring caissons over twelve feet deep; vibrators; walk behind trencher; walk behind paint stripers; walk behind vibrating compactor; water pumps (under three inch); work from bosun chair.

GROUP C - Scale weigh person; traffic control/flagger, surveillance or monitor; water carrier.

#### POWER EQUIPMENT OPERATOR CLASSIFICATIONS - ALL ZONES

GROUP A - All terrain (off road) forklift; asphalt breakdown roller (vibratory); asphalt laydown machine; asphalt plant; asphalt screed; bulldozer (finish); central mix plant; concrete pump; crane; crawler tractor pulling scraper; directional drill (60,000 (lbs) pullback and above); dragline and power shovel; dredge engineer; excavator (over ½ cu. yd.); front end loader (4 cy and over); horizontal boring machine; master mechanic; milling machine (over 350 hp); motor grader (finish); push cat; rubber tired backhoe (over ½ cu. yd.); scraper (12 cu. yd. and over or finish); Self-propelled rotary mixer/road reclaimer; sidebroom tractor; slipform portland concrete paver; tow or push boat; trenching machine (Cleveland 80 or similar)

GROUP B - Articulated off road hauler, asphalt heater/planer; asphalt material transfer vehicle; asphalt roller; belt loader or similar loader; bulldozer (rough); churn or rotary drill; concrete curb machine; crawler tractor pulling ripper, disk or roller; deck hand/oiler; directional drill (less than 60,000 (lbs) pullback); distributor; excavator (1/2 cu. yd. and under); form riding concrete paver; front end loader (2 to less than 4 cu. yd.); group equipment greaser; mechanic; milling machine (350 hp. and less); paving breaker; portland concrete dry batch plant; rubber tired backhoe (1/2 cu. yd. and under); scraper (under 12 cu. yd.); screening, washing and crushing plant (mobile, portable or stationary); shoulder machine; skid loader (1 cu. yd. and over); subgrader or trimmer; trenching machine; water wagon on compaction.

GROUP C - Boom & winch truck; concrete spreader/belt placer; deep wells for dewatering; farm type tractor (over 75 hp.) pulling disc or roller; forklift; front end loader (under 2 cu. yd.); motor grader (rough); pile hammer power unit; pump (greater than three inch diameter); pumps on well points; safety boat; self-propelled roller (other than asphalt); self-propelled sand blaster or shot blaster, water blaster or striping grinder/remover; skid loader (under 1 cu. yd.); truck mounted post driver.

GROUP D - Boiler; compressor; cure and texture machine; dow box; farm type or utility tractor (under 75 hp.) pulling disk, roller or other attachments; group greaser tender; light plants; mechanic tender; mechanical broom; mechanical heaters; oiler; pumps (under three inch diameter); tree chipping machine; truck crane driver/oiler.

\*\* CARPENTERS AND PILEDRIVERMEN, or IRONWORKERS (ZONE 5)  
Setting of structural steel; any welding incidental to bridge or culvert construction; setting concrete beams.

-----

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

=====

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.

=====

END OF GENERAL DECISIO"