



**Southeast Davis County Broadband Project  
Scope of Services**

**Project**

Davis County, Iowa, is hereby soliciting written proposals from qualified vendors for designing, supplying, delivering, and installing reliable, high-capacity, gigabit speed broadband infrastructure in rural portions of southeastern Davis County, Iowa. The selected vendor will own all the infrastructure up to the edge of the home/business once complete.

These written proposals must be submitted on the attached forms and will include supplemental information sufficient to fully describe the vendor’s capacity to complete the project and operate the fiber-to-the-premises network once installed. As this project involves the use of CDBG funds, the Davis-Bacon Act with regard to prevailing wages does apply to this project.

**Proposal Process**

All proposals will be evaluated on the vendor’s qualifications, ability to complete the scope of work within the deadline for installation. During the review process, Davis County reserves the right to request additional information to assist in its review and decision. The County also reserves the right to evaluate any or all proposals or parts thereof when it is deemed in the best interest of the County. The County also reserves the right to reject or accept any or all proposals.

	<u>Maximum</u>
a. Related Qualifications Necessary to Complete Project & Ability to Complete Scope of Work within Schedule	55 Points
b. Price	45 Points
<b>TOTAL</b>	<b>100 Points</b>

**Deadline for Submittal**

All proposals must be submitted to the Davis County Courthouse, 100 Courthouse Square, Suite 2, Bloomfield, IA 52537 by 3:00 PM on December 20, 2022. All proposals should be submitted in a sealed envelope clearly marked “Southeast Davis County Project”.

**Deadline for Completion**

A condition of the grant funding source used for this project is that all projects be completed, and final reimbursement approved by the grant agency by May 31, 2023.

**Questions**

Direct all questions regarding this proposal in writing to Linda Humphrey, Auditor, via email at: [daviscou@netins.net](mailto:daviscou@netins.net). The deadline for questions will be 4:00 PM on December 12, 2022. Answers to any questions will be posted on the County’s website by 4:00 PM on December 13, 2022 at: <https://www.daviscountyiowa.gov/>.

**Changes**

Davis County may request changes in the Request for Proposals issued, to be performed hereunder. Such changes shall be incorporated in written amendments to this Request for Proposals and posted on the County’s website at: <https://www.daviscountyiowa.gov/>. The vendor shall certify its acknowledgment of each addendum by signing and returning it with their offer.

### **Statement of Needs**

Davis County is interested in receiving proposals for the design and installation of conduit, fiber optic cable, and associated equipment for a pre-defined area encompassing approximately 13.3 miles of southeast Davis County. The vendor will be responsible for providing service to the homes upon completion. This project represents the completion of countywide gigabit FTTP broadband infrastructure.

High-level route selection has been completed [*see attached map*], but the vendor will be responsible for completing final design detail for plowing, boring, and selecting locations for locations of pedestals. It is estimated the 85% of the route will be plowed and 15% directionally bored. There are 19 existing households in the area and it is expected that 12 will want immediate connections to the new service.

### **Bid Security**

Per CDBG requirements, please provide a bid security in an amount equal to five (5) percent of the total proposal to stand as security. Proposer shall provide a certified check drawn on a solvent Iowa Bank or an acceptable bid bond for the project. The bid security shall be made payable to Davis County, Iowa and shall be forfeited and become the property of the County in case the proposer fails or refuses to enter into contract and furnish bond within ten (10) calendar days after the proposal has been accepted.

Checks of unsuccessful proposers will be returned within fifteen (15) days after award of contract. The check of the successful proposer will be returned after entering into contract and furnishing satisfactory performance and payment bonds.

### **Proposals Not Confidential**

Under Iowa Open Records Law, Chapter 22 of Iowa Code; Disclosure of Proposal Content, "Examination of Public Records," all records of a governmental body are presumed to be public records, open to inspection by members of the public. Section 22.7 of the Iowa Code sets forth a number of exceptions to that general rule, establishing several categories of "confidential records". Under this provision, confidential records are to be kept confidential, "unless otherwise ordered by a court, by the lawful custodian of the records, or by another person duly authorized to release such information". Among the public records which are considered confidential under this Iowa Code provision are the following:

- Trade secrets which are recognized and protected as such by law.
- Reports to governmental agencies which, if released, would give advantage to competitors and serve no public purpose.

Under Chapter 22 of the Iowa Code, the City, as custodian of the proposal submitted in response to a Request for Proposals or Qualifications, may, but is not required to, keep portions of such proposals confidential under either of the above exceptions (#3 and #6 in the Code). If a responding individual or firm determines that a portion or portions of its proposal constitute a trade secret, or should otherwise be kept confidential to avoid giving advantage to competitors, a confidentiality request may be submitted with the proposal identifying which portion or portions of the proposal or bid should be kept confidential and why. The burden will be on each individual proposer to make such confidentiality request and to justify application of a confidentiality exception to its proposal. The City will not under any circumstance consider the entire proposal to be a confidential record.

If a request is thereafter made by a member of the public to examine a proposal including the portion or portions thereof for which a confidentiality request has been made, the City will so notify the proposer and will keep confidential that portion of the proposal covered by the confidentiality request, pending

action by the proposer requesting confidentiality to defend its request. In that notification, the proposer requesting confidentiality will be given not more than 5 calendar days within which to file suit in Davis County District Court seeking the entry of a declaratory order and/or injunction to protect and keep confidential such portion of its proposal. Absent such action by a proposer requesting confidentiality, and absent the entry of a court order declaring such portion or portions of the proposal confidential, the entire proposal will be released for public examination.

#### **Signature by Responsible Party**

All proposals must be signed with the firm name and by a responsible officer or employee authorized to transact business on behalf of the firm, partnership, or corporation. No contractor may assign or transfer any legal or equitable interest in their proposal after the date and hour set for the receipt of proposals.

#### **County's Rights Reserved**

The County reserves the right to accept or reject any or all proposals in whole or in part, to waive any irregularities in any proposal, to accept the proposal which, in the judgment of the County is most advantageous to the County and to re-advertise if desired.

#### **Conflict of Interest**

The firm agrees that it presently has no interest, and shall acquire no interest, direct or indirect, that would conflict in any manner or degree with the performance of its services hereunder. The firm further agrees that, in the performance of the agreement, no person having any such interest shall be employed.

#### **Indemnification**

The firm agrees to protect, defend, indemnify, and hold harmless the County, its elected and appointed officials, agents and employees from and against any and all liability, damages, claims, suits, liens, and judgments, of whatever nature, including claims for contribution and/or indemnification, for injuries to any person or persons, caused by firm's proposals or subsequent submittals.

Firm's obligation to protect, defend, indemnify, and hold harmless, as set forth hereinabove, shall include any matter arising out of any actual or alleged infringement of any patent, trademark, copyright or service mark, or any actual or alleged unfair completion, disparagement of product or service, or other business tort of any type whatsoever, or any actual or alleged violation of trade regulations.

#### **Ownership**

All documents and materials prepared pursuant to this proposal are the property of Davis County. Davis County shall have the unrestricted authority to publish, disclose, distribute and other use, in whole or in part, any reports, data or other materials prepared under this process.

#### **Verbal Agreement**

No verbal agreement or conversation with any elected or appointed official, agency, or employee of any of the parties involved, either before, during or after the submittal of this proposal shall affect or modify any of the terms or obligations herein contained, nor shall such verbal agreement or conversation entitle the consultant to any additional compensation or consideration whatsoever under the terms of this Request for Proposals.

### **Anti-Discrimination**

The consultant shall not discriminate against any person or applicant for employment because of race, color, creed, religion, sex, national origin or ancestry, age, marital status, physical or mental disability, political beliefs or affiliations, or sexual orientation.

### **Section 3 Clause**

All Section 3 covered contracts shall include the following clause, referred to as the Section 3 clause:

- a. The work to be performed under this contract is subject to the requirements of Section 3 of the Housing and Urban Development Act of 1968, as amended, 12 U.S.C. 1701u (Section 3). The purpose of Section 3 is to ensure that employment and other economic opportunities generated by HUD assistance or HUD-assisted projects covered by Section 3, shall, to the greatest extent feasible, be directed to low- and very low-income persons, particularly persons who are recipients of HUD assistance for housing.
- b. The parties to this contract agree to comply with HUD's regulations in 24 CFR part 75, which implement Section 3. As evidenced by their execution of this contract, the parties to this contract certify that they are under no contractual or other impediment that would prevent them from complying with the part 75 regulations.
- c. The contractor agrees to post copies of a notice advising workers of the Contractor's commitments under Section 3 in conspicuous places at the work site where both employees and applicants for training and employment positions can see the notice. The notice shall describe the Section 3 preference, shall set forth minimum number and job titles subject to hire, availability of apprenticeship and training positions, the qualifications for each; and the name and location of the person(s) taking applications for each of the positions; and the anticipated date the work shall begin.
- d. The contractor agrees to provide written notice of employment and contracting opportunities to all known Section 3 Workers and Section 3 Businesses.
- e. The contractor agrees to employ, to the greatest extent feasible, Section 3 workers or provide written justification to the recipient that is consistent with 24 CFR Part 75, describing why it was unable to meet minimum numerical Section 3 worker hours goals, despite its efforts to comply with the provisions of this clause.
- f. The contractor agrees to maintain records documenting Section 3 Workers that were hired to work on previous Section 3 covered projects or activities that were retained by the contractor for subsequent Section 3 covered projects or activities.
- g. The contractor agrees to post contract and job opportunities to the Opportunity Portal and will check the Business Registry for businesses located in the project area.
- h. The contractor agrees to include compliance with Section 3 requirements in every subcontract for Section 3 projects as defined in 24 CFR part 75, and agrees to take appropriate action, as provided in an applicable provision of the subcontract upon a finding that the subcontractor is in violation of the regulations in 24 CFR part 75. The contractor will not subcontract with any subcontractor where the contractor has notice or knowledge that the subcontractor has been found in violation of the regulations in 24 CFR part 75.
- i. The contractor will certify that any vacant employment positions, including training positions, that are filled (1) after the contractor is selected but before the contract is executed, and (2) with persons other than those to whom the regulations of 24 CFR part 75 require employment opportunities to be directed, were not filled to circumvent the contractor's obligations under 24 CFR part 75.

- j. The contractor will certify that they have followed prioritization of effort in 24 CFR part 75.19 for all employment and training opportunities. The contractor will further certify that it meets or exceeds the applicable Section 3 benchmarks, defined in 24 CFR Part 75.23, and if not, shall describe in detail the qualitative efforts it has taken to pursue low- and very low-income persons for economic opportunities.
- k. Noncompliance with HUD's regulations in 24 CFR part 75 may result in sanctions, termination of this contract for default, and debarment or suspension from future HUD assisted contracts.

Section 3 Businesses are encouraged to respond to this proposal.

A Section 3 business is one that satisfies one of the following requirements:

1. It is at least 51 percent owned and controlled by low- or very low-income persons;
2. Over 75 percent of the labor hours performed for the business over the prior three-month period are performed by Section 3 Workers\*; or
3. It is a business at least 51 percent owned and controlled by current public housing residents or residents who currently live in Section 8-assisted housing.

\*A Section 3 Worker is defined as any worker who currently fits or when hired within the past five years fit at least one of the following categories, as documented:

1. The worker's income for the previous or annualized calendar year is below the applicable income limit established by HUD;
2. The worker is employed by a Section 3 business concern; or
3. The worker is a YouthBuild participant.

Businesses that believe they meet the Section 3 criteria are encouraged to register as a Section 3 Business through HUD's website: <https://portalapps.hud.gov/Sec3BusReg/BRegistry/RegisterBusiness>

Please complete the Intent to Comply with Section 3 Requirements form and return it with your bid.

### **Davis-Bacon Wage Rates**

All construction activity on the site is subject to federal Davis-Bacon Wage Rates. The approved wage rate determination for this project, **IA20220028 – MOD 0**, is attached to this packet.

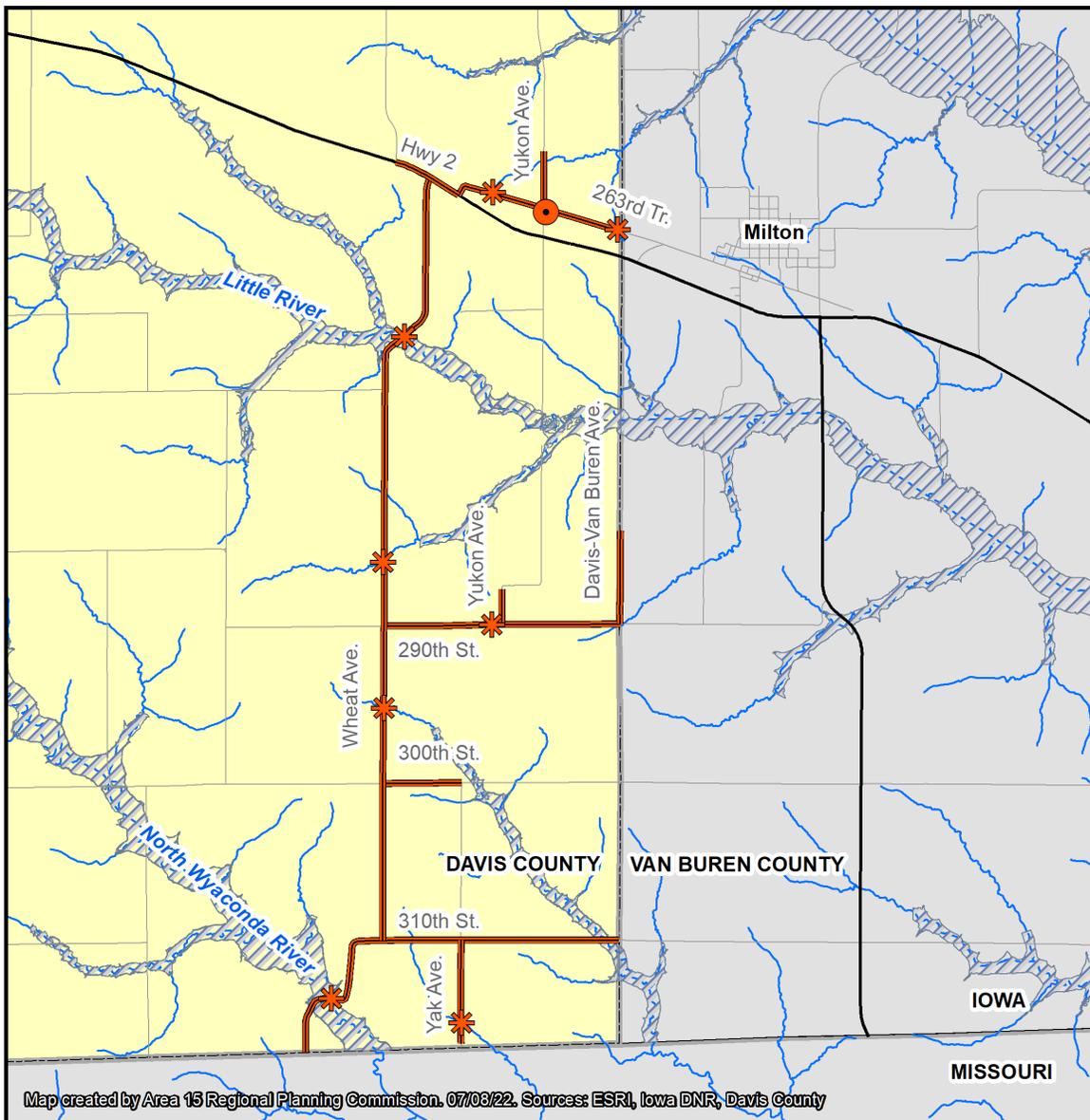
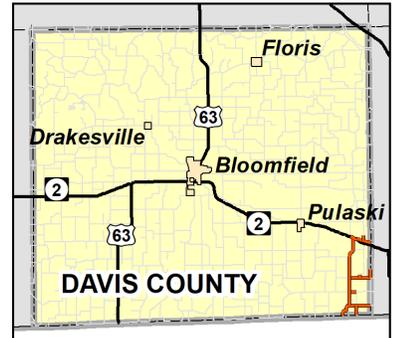
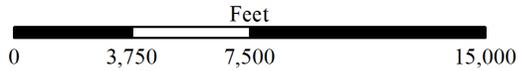
### **Contractor Eligibility**

All construction activity on the site is subject to provisions of Iowa Economic Development Authority's (IEDA) CDBG program requirements. IEDA requires that all construction contractors receiving contracts and subcontracts through the CDBG program be registered with the Iowa Workforce Development (IWD) Division of Labor (DOL) and must not be listed on the U.S. General Services Administration (GAS) System for Award Management (SAM) excluded parties list.

Southeast Davis County Broadband Project Map

**Broadband Infrastructure Project  
Davis County [CDBG # 20-CVN-039]**

-  Proposed Fiber Optic Line
-  Proposed Directional Boring Location
-  Proposed Network Equipment Cabinet
-  Davis County
-  Other Road
-  Highway
-  Stream
-  Floodplain



Map created by Area 15 Regional Planning Commission. 07/08/22. Sources: ESRI, Iowa DNR, Davis County

**Southeast Davis County Broadband Project  
Bid Form**

Acknowledgement of Addenda (if any): \_\_\_\_\_

Lump-sum Bid Price: \$ \_\_\_\_\_

If awarded this project, when do you expect your firm would be able to deliver the equipment?

\_\_\_\_\_

If awarded this project, when do you expect your firm would be able to complete installation?

\_\_\_\_\_

*Your submitted information represents your organization's proposal to complete the Southeast Davis County Broadband Project as specified herein. It is understood that this includes but is not limited to all costs associated with all facets of fiber-to-the-premises broadband . It is also understood that your proposal(s) will meet all federal, state, and local codes.*

**Name of Organization:** \_\_\_\_\_

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

**City, State ZIP:** \_\_\_\_\_

**Contact Name, Title:** \_\_\_\_\_

**Contact Phone #:** \_\_\_\_\_

**Contact Email:** \_\_\_\_\_

**Authorized Signature** \_\_\_\_\_

**Date** \_\_\_\_\_

*All proposals must be delivered to the Davis County Courthouse by 12/20/2022 at 3:00 PM local time.*

## INTENT TO COMPLY WITH SECTION 3 REQUIREMENTS

### (Conforms to 2021 IEDA CDBG Management Guide)

*This form shall be provided with procurement documents and returned with all submitted bids.*

Section 3 of the Housing and Urban Development Act of 1968 [12 U.S.C. 1701u and 24 CFR Part 75] is HUD's legislative directive for ensuring that economic opportunities resulting from HUD financial assistance, including employment, job training, and contracting are, to the greatest extent feasible, directed to low- and very low-income persons, and the businesses that employ these individuals, are notified about the expenditure of HUD funds in their community and encouraged to seek opportunities, if created.

A Section 3 Worker is defined as any worker who currently fits or when hired within the past five years fit at least one of the following categories, as documented:

1. The worker's income for the previous annualized calendar year is below the applicable income limit established by HUD;
2. The worker is employed by a Section 3 business concern; or
3. The worker is a YouthBuild participant.

A Targeted Section 3 Worker is defined as a Section 3 worker who fits one of the following categories:

1. A worker is employed by a Section 3 business concern; or
2. A worker who currently fits or when hired fit at least one of the following categories, as documented within the past five years:
  - a. Living within one mile of the project, or if fewer than 5,000 people live within one mile of the project, within a circle centered on the project that is sufficient to encompass a population of 5,000 people; or
  - b. The worker is a YouthBuild participant.

A Section 3 Business is defined as a business in which:

1. At least 51% owned by low- or very low-income persons;
2. Over 75% of the labor hours performed for the business over the prior three-month period are performed by Section 3 workers; or
3. At least 51% owned and controlled by current public housing residents or residents who currently live in Section 8-assisted living.

**Note:** If your business meets the definition of a Section 3 business, you may register as a Section 3 Business through HUD's Business Registry here: <https://portalapps.hud.gov/Sec3BusReg/BRegistry/RegisterBusiness>

Businesses who self-certify that they meet one of the regulatory definitions of a Section 3 business will be included in a searchable online database. The database can be used by agencies that receive HUD funds, developers, contractors, and others to facilitate the award of covered construction and non-construction contracts to Section 3 businesses.

**Please complete the following:**

1. If awarded a contract for this CDBG funded project, do you anticipate being able to determine employees' hourly wages and addresses?

Yes  No

If yes, please estimate the number of hours to be completed on the project by all workers: \_\_\_\_\_

2. Is your business a Section 3 Business?

Yes  No

3. Is the bidder willing to consider hiring Section 3 Workers for future employment opportunities that are a direct result of this CDBG funded project?

Yes  No

4. Is the bidder willing to consider subcontracting with Section 3 Businesses for this project?

Yes  No

5. Is the bidder willing to provide information on hours worked by Section 3 Workers and Targeted Section 3 Workers on this project?

Yes  No

I understand that this contracting opportunity is subject to HUD Section 3 requirements [24 CFR Part 75]. I have read and understand the Section 3 requirements as generally described above and presented in the Section 3 contract language included in the procurement documents for this project. If awarded a contract, the business commits to following Section 3 requirements, as they apply to this project. If awarded a contract for this project, the business agrees to provide reports to the Davis County on Section 3 efforts and accomplishments.

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Name of Contractor/Subcontractor

Address

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Print Name

Title

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Signature

Date

**Southeast Davis County Broadband Project  
Approved Wage Rates**

**[SEE FOLLOWING PAGES]**

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 January 29, 2022, and the contract is not renewed or extended on or after January 30, 2022:	<ul style="list-style-type: none"><li>◆ Executive Order 13658 generally applies to the contract.</li><li>◆ The contractor must pay all covered workers at least \$11.25 per hour (or the applicable wage rate listed on this wage determination, if it is higher) for all hours 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 HIGHWAY LIGHTING AND TRAFFIC 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 4 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 4 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.

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

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

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

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

#### Union Rate Identifiers

A four letter classification abbreviation identifier enclosed in dotted lines beginning with characters other than ""SU"" or ""UAVG"" denotes that the union classification and rate were prevailing for that classification in the survey. Example: PLUM0198-005 07/01/2014. PLUM is an abbreviation identifier of the union which prevailed in the survey for this classification, which in this example would be Plumbers. 0198

indicates the local union number or district council number where applicable, i.e., Plumbers Local 0198. The next number, 005 in the example, is an internal number used in processing the wage determination. 07/01/2014 is the effective date of the most current negotiated rate, which in this example is July 1, 2014.

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

#### Survey Rate Identifiers

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

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

#### Union Average Rate Identifiers

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

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

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#### WAGE DETERMINATION APPEALS PROCESS

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

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

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

National Office because National Office has responsibility for the Davis-Bacon survey program. If the response from this initial contact is not satisfactory, then the process described in 2.) and 3.) should be followed.

With regard to any other matter not yet ripe for the formal process described here, initial contact should be with the Branch of Construction Wage Determinations. Write to:

Branch of Construction Wage Determinations  
Wage and Hour Division  
U.S. Department of Labor  
200 Constitution Avenue, N.W.  
Washington, DC 20210

2.) If the answer to the question in 1.) is yes, then an interested party (those affected by the action) can request review and reconsideration from the Wage and Hour Administrator (See 29 CFR Part 1.8 and 29 CFR Part 7). Write to:

Wage and Hour Administrator  
U.S. Department of Labor  
200 Constitution Avenue, N.W.  
Washington, DC 20210

The request should be accompanied by a full statement of the interested party's position and by any information (wage payment data, project description, area practice material, etc.) that the requestor considers relevant to the issue.

3.) If the decision of the Administrator is not favorable, an interested party may appeal directly to the Administrative Review Board (formerly the Wage Appeals Board). Write to:

Administrative Review Board  
U.S. Department of Labor  
200 Constitution Avenue, N.W.  
Washington, DC 20210

4.) All decisions by the Administrative Review Board are final.

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END OF GENERAL DECISIO"