Request for Quotes

The City of Exira is seeking to procure quotes for abatement of (ACM) Asbestos Containing Materials on and within the building located at 109 W Washington Street, Exira, IA 50076. This is a part of Downtown Façade Rehabilitation project. Abatement on this building will only address the first 42 feet of the interior and complete exterior, minus the roof and south wall. The asbestos testing results, drawings, and current images of the property can be found in the Exira Asbestos Materials document on the Region XII website at www.region12cog.org/plans.

The City will award a contract based upon the lowest responsible quote. Anyone submitting a quote must be licensed by the Iowa Department of Inspections, Appeals, and Licensing (DIAL), insured in the State of Iowa, and able to obtain a Unique Entity Identifier (UEI) number. Any license and insurance documents should be submitted with the quote.

This project is subject to Federal Labor Standards, Section 3 Requirements, Build America, Buy America Act (BABA), and other applicable language which can also be found at the link above.

Quotes are due to Lauren Mortensen with Region XII Council of Governments by Thursday October 8, 2026 by noon (12:00 PM). Quotes may be submitted via mail, email, or hand delivered.

If the interested quoting party would like a walk through, please contact Lauren Mortensen at the information below as soon as possible to set up a time to view the property.

For more information, please contact Lauren Mortensen at Region XII Council of Governments at 712-792-9914 or by email at lmortensen@region12cog.org.

This agreement is for services related to a project that is subject to the Build America, Buy America Act (BABA) requirements under Title IX of the Infrastructure Investment and Jobs Act ("IIJA"), Pub. L. 177-58. Absent an approved waiver, all iron, steel, manufactured products, and construction materials used in this project must be produced in the United States, as further outlined by the Office of Management and Budget's Memorandum M-24-02, Implementation Guidance on Application of Buy America Preference in Federal Financial Assistance Programs for Infrastructure. Contractor shall include Manufacturer's Certification for BABA requirements for all BABA covered items to be incorporated into the infrastructure project. Contractor shall comply with BABA requirements, including coordination with manufacturers, distributors, and suppliers to correct deficiencies in any BABA documentation. For any change orders, Contractor shall provide BABA documentation for any new products or materials required by the change. Contractor shall the designate responsible parties for determining the final classifications for all project items.

Section 3 requirements under 12 U.S.C. § 1701u
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 r 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 r 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 Business Concerns are encouraged to respond to this proposal. A Section 3 Business Concern 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: www.portalapps.hud.gov/Sec3BusReg/BRegistry/RegisterBusiness

Blohm
Inspection Environmental Services LLC
805 3rd Ave. Audubon, IA 50025
712-304-2204
rblohminspections@gmail.com

Date: March 6, 2026

ATT: Lauren Mortensen
Economic Development Planner
Region XII Council of Governments
1009 E. Anthony Street
Carroll, IA 51401

RE: Asbestos Inspection of 109 W. Washington St. Exira, IA 50076 City of Exira Downtown Façade Rehabilitation Project.

Dear, Lauren Mortensen

An asbestos inspection was conducted February 19, 2026 on a two-story commercial building exterior façade and 18" of interior at 109 W. Washington St. Exira, IA 50076. I Reece Blohm made a thorough inspection of the structure for the presence of asbestos-containing materials, suspect materials were present with 15 bulk samples taken. Sample analysis of 5 samples by a Hygienic Laboratory using PLM-Polarized Light Microscopy tested **Positive for the presence of Asbestos.**

Sample numbers, locations, and quantities of asbestos containing materials

#2 Ground level N storefront window frame against brick exterior – Gray Caulk
#4 Ground level E window frames against brick exterior – Gray Caulk (3 windows)
#8 Ground level E walk-in door frames & transom interior – Gray Caulk (3 doors)
#10 2nd story window sills exterior – White Caulk (10 windows)
#11 2nd story window frames exterior – Gray Caulk (10 windows)

Sample numbers of asbestos-containing materials are underlined in red on Laboratory Results Report with location stated on Chain of Custody form.

Note: The asbestos inspection encompasses only the demolition and renovation areas by The Franks Design Group, P.C. architect review plans.

If you have any additional questions, please feel free to contact me at (712) 304-2204.
Sincerely,

Reece Blohm
Asbestos Inspector
Asbestos License# IA26-14347

EMSL Analytical, Inc.
4140 Litt Drive Hillside, IL 60162
Tel/Fax: (773) 313-0099 / (773) 313-0139
http://www.EMSL.com / chicagolab@emsl.com

EMSL Order: 262602145
Customer ID: BLOH78
Customer PO:
Project ID:

Attention: Reece Blohm
Blohm Inspection/Environmental Services
805 3rd Avenue
Audubon, IA 50025

Project: 109 W Washington St. Exira, IA 50076

Phone: (712) 304-0744
Fax:
Received Date: 03/02/2026 1:40 PM
Analysis Date: 03/05/2026
Collected Date: 02/19/2026

Test Report: Asbestos Analysis of Bulk Materials via AHERA Method 40CFR 763 Subpart E Appendix E supplemented with EPA 600/R-93/116 using Polarized Light Microscopy

Sample	Description	Appearance	Non-Asbestos % Fibrous	Non-Asbestos % Non-Fibrous	Asbestos % Type
1 *262602145-0001*	GROUND LEVEL N STOREFRONT WINDOW SASH EXTERIOR - GRAY CAULK	Gray Non-Fibrous Homogeneous		100% Non-fibrous (Other)	None Detected
2 *262602145-0002*	GROUND LEVEL N STOREFRONT WINDOW FRAME AGAINST BRICK EXTERIOR - GRAY CAULK	Gray Non-Fibrous Homogeneous		92% Non-fibrous (Other)	**8% Chrysotile**
3 *262602145-0003*	GROUND LEVEL STOREFRONT WINDOW SASHES INTERIOR - GRAY CAULK	Gray Non-Fibrous Homogeneous		100% Non-fibrous (Other)	None Detected
4 *262602145-0004*	GROUND LEVEL E WINDOW FRAMES AGAINST BRICK EXTERIOR - GRAY CAULK	Gray Non-Fibrous Homogeneous		92% Non-fibrous (Other)	**8% Chrysotile**
5 *262602145-0005*	GROUND LEVEL E WINDOW SASHES - GLAZING PUTTY	Gray Non-Fibrous Homogeneous		100% Non-fibrous (Other)	None Detected
6 *262602145-0006*	GROUND LEVEL E WALK-IN DOOR FRAMES & TRANSOM EXTERIOR - WHITE CAULK	Gray/Green Non-Fibrous Homogeneous		100% Non-fibrous (Other)	None Detected
7 *262602145-0007*	GROUND LEVEL W WALK-IN DOOR FRAME & TRANSOM EXTERIOR - WHITE CAULK	Beige Non-Fibrous Homogeneous		100% Non-fibrous (Other)	None Detected
8 *262602145-0008*	GROUND LEVEL E WALK-IN DOOR FRAMES & TRANSOM INTERIOR - GRAY CAULK	Gray Non-Fibrous Homogeneous		95% Non-fibrous (Other)	**5% Chrysotile**
9 *262602145-0009*	2ND STORY WINDOW SASHES INTERIOR & EXTERIOR - GLAZING PUTTY	Gray Non-Fibrous Homogeneous		100% Non-fibrous (Other)	None Detected
10 *262602145-0010*	2ND STORY WINDOW SILLS EXTERIOR - WHITE CAULK	Gray Non-Fibrous Homogeneous		97% Non-fibrous (Other)	**3% Chrysotile**

Initial report from: 03/05/2026 13:05:52

EMSL Analytical, Inc.
4140 Litt Drive Hillside, IL 60162
Tel/Fax: (773) 313-0099 / (773) 313-0139
http://www.EMSL.com / chicagolab@emsl.com

EMSL Order: 262602145
Customer ID: BLOH78
Customer PO:
Project ID:

Test Report: Asbestos Analysis of Bulk Materials via AHERA Method 40CFR 763 Subpart E Appendix E supplemented with EPA 600/R-93/116 using Polarized Light Microscopy

Sample	Description	Appearance	Non-Asbestos % Fibrous	Non-Asbestos % Non-Fibrous	Asbestos % Type
11 *262602145-0011*	2ND STORY WINDOW FRAMES EXTERIOR - GRAY CAULK	Gray Non-Fibrous Homogeneous		92% Non-fibrous (Other)	**8% Chrysotile**
12 *262602145-0012*	ROOF CHIMNEY EXTRUSION - GRAY TAR	Gray Non-Fibrous Homogeneous	8% Hair	92% Non-fibrous (Other)	None Detected
13 *262602145-0013*	FLAT MEMBRANE ROOF BLACK TAR UNDER MEMBRANE - COMPOSITE SAMPLE	Black Non-Fibrous Homogeneous	15% Cellulose	85% Non-fibrous (Other)	None Detected
14 *262602145-0014*	FLAT MEMBRANE ROOF PARAPET WALL UNDER MEMBRANE - BLACK TAR MESH	Black Non-Fibrous Homogeneous	20% Cellulose	80% Non-fibrous (Other)	None Detected
15 *262602145-0015*	FLAT MEMBRANE ROOF PARAPET WALL BLACK TAR UNDER MEMBRANE - COMPOSITE SAMPLE	Black Non-Fibrous Homogeneous	20% Cellulose	80% Non-fibrous (Other)	None Detected

Analyst(s)
Mazen Elkhatib (15)

James Hahn, Laboratory Manager
or Other Approved Signatory

EMSL maintains liability limited to cost of analysis. Interpretation and use of test results are the responsibility of the client. This report relates only to the samples reported above, and may not be reproduced, except in full, without written approval by EMSL. EMSL bears no responsibility for sample collection activities or analytical method limitations. The report reflects the samples as received. Results are generated from the field sampling data (sampling volumes and areas, locations, etc.) provided by the client on the Chain of Custody. Samples are within quality control criteria and met method specifications unless otherwise noted. The above analyses were performed in general compliance with Appendix E to Subpart E of 40 CFR (previously EPA 600/M4-82-020 "Interim Method") but augmented with procedures outlined in the 1993 ("final") version of the method. This report must not be used by the client to claim product certification, approval, or endorsement by NVLAP, NIST or any agency of the federal government. Non-friable organically bound materials present a problem matrix and therefore EMSL recommends gravimetric reduction prior to analysis. Unless requested by the client, building materials manufactured with multiple layers (i.e. linoleum, wallboard, etc.) are reported as a single sample. Estimation of uncertainty is available on request.

Samples analyzed by EMSL Analytical, Inc. Hillside, IL NVLAP Lab Code 200399-0

Initial report from: 03/05/2026 13:05:52

OrderID: 262602145

EMSL ANALYTICAL, INC.
TESTING LABS - PRODUCTS - TRAINING

Asbestos Bulk Building Materials - Chain of Custody

EMSL Order Number / Lab Use Only

262602145

EMSL Analytical, Inc.
200 Route 130 North
Cinnaminson, NJ 08077

PHONE: (800) 220-3675
EMAIL: CinnAslab@EMSL.com

Customer Information		Billing Information	
Customer ID:	BLOH78	Billing ID:	
Company Name:	Blohm Inspection Environmental Services LLC	Company Name:	Blohm Inspection Environmental Services LLC
Contact Name:	Reece Blohm	Billing Contact:	Reece Blohm
Street Address:	805 3rd Ave.	Street Address:	805 3rd Ave.
City, State, Zip:	Audubon, IA 50025	City, State, Zip:	Audubon, IA
Country:		Country:	
Phone:	712-304-2204	Phone:	712-304-2204
Email(s) for Report:	rblohminspections@gmail.com	Email(s) for Invoice:	rblohminspections@gmail.com

Project Information

Project Name/No:	109 W Washington St. Exira, IA 50076	Purchase Order:	
EMSL LIMS Project ID: (If applicable, EMSL will provide)		US State where samples collected:	IOWA
State of Connecticut (CT) must select project location:	☐ Commercial (Taxable) ☐ Residential (Non-Taxable)		
Sampled By Name:	Reece Blohm	Sampled By Signature:	Reece Blohm
Date Sampled:	2-19-26	No. of Samples in Shipment	15

Turn-Around-Time (TAT)

☐ 3 Hour ☐ 6 Hour ☐ 24 Hour ☐ 32 Hour ☐ 48 Hour ☑ 72 Hour ☐ 96 Hour ☐ 1 Week ☐ 2 Week

Please call ahead for large projects and/or turnaround times 6 Hours or Less. *32 Hour TAT available for select tests only; samples must be submitted by 11:30am.

Test Selection

PLM - Bulk (reporting limit)

- ☑ PLM EPA 600/R-93/116 (<1%)
- ☐ PLM EPA NOB (<1%)
- ☐ POINT COUNT
  - ☐ 400 (<0.25%) ☐ 1,000 (<0.1%)
- ☐ POINT COUNT w/ GRAVIMETRIC
  - ☐ 400 (<0.25%) ☐ 1,000 (<0.1%)
- ☐ NIOSH 9002 (<1%)
- ☐ NYS 198.1 (Friable - NY)
- ☐ NYS 198.6 NOB (Non-Friable - NY)
- ☐ NYS 198.8 (Vermiculite SM-V)

TEM - Bulk

- ☐ TEM EPA NOB
- ☐ NYS NOB 198.4 (Non-Friable - NY)
- ☐ TEM EPA 600/R-93/116 w Milling Prep (0.1%)

Other Tests (please specify)

☐ Positive Stop - Clearly Identified Homogeneous Areas (HA)

Sample Number	HA Number	Sample Location	Material Description
1		ground level N storefront window sash exterior	gray caulk
2		ground level N storefront window frame against brick exterior	gray caulk
3	3 windows	ground level storefront window sashes interior	gray caulk
4	3 windows	ground level E window frames against brick exterior	gray caulk
5	3 windows	ground level E window sashes	glazing putty
6	3 doors	ground level E walk-in door frames & transom exterior	white caulk
7		ground level W walk-in door frame & transom exterior	white caulk
8	3 doors	ground level E walk-in door frames & transom interior	gray caulk
9	10 windows	2nd story window sashes interior & exterior	glazing putty
10	10 windows	2nd story window sills exterior	white caulk

Special Instructions and/or Regulatory Requirements (Sample Specifications, Processing Methods, Limits of Detection, etc.)

Method of Shipment:		Sample Condition Upon Receipt:	
Relinquished by: Reece Blohm	Date/Time: 2-26-26	Received by:	Date/Time: 3/4/26 1:40 pm
Relinquished by:	Date/Time:	Received by:	Date/Time

Controlled Document - Asbestos Bulk R7 9/14/2021

☐ AGREE TO ELECTRONIC SIGNATURE (By checking, I consent to signing this Chain of Custody document by electronic signature.)

USPS

EMSL Analytical, Inc.'s Laboratory Terms and Conditions are incorporated into this Chain of Custody by reference in their entirety. Submission of samples to EMSL Analytical, Inc. constitutes acceptance and acknowledgment of all terms and conditions by Customer.

OrderID: 262602145

EMSL ANALYTICAL, INC.
TESTING LABS - PRODUCTS - TRAINING

Asbestos Bulk Building Materials - Chain of Custody

EMSL Order Number / Lab Use Only

-02145

EMSL Analytical, Inc.
200 Route 130 North
Cinnaminson, NJ 08077

PHONE: (800) 220-3675
EMAIL: CinnAsbLab@EMSL.com

Additional Pages of the Chain of Custody are only necessary if needed for additional sample information

Special Instructions and/or Regulatory Requirements (Sample Specifications, Processing Methods, Limits of Detection, etc.)

109 W Washington St. Exira, IA 50076

Sample Number	HA Number	Sample Location	Material Description
11	10 windows	2nd story window frames exterior	gray caulk
12		roof chimney extrusion	gray tar
13	1,260sqft	flat membrane roof black tar under membrane	composite sample
14		flat membrane roof parapet wall under membrane	black tar mesh
15		flat membrane roof parapet wall black tar under membrane	composite sample

Method of Shipment:		Sample Condition Upon Receipt:	
Relinquished by: Reece Blohm	Date/Time: 2-26-26	Received by:	Date/Time:
Relinquished by:	Date/Time:	Received by:	Date/Time:

Controlled Document - Asbestos Bulk R7 09/14/2021

☐ AGREE TO ELECTRONIC SIGNATURE (By checking, I consent to signing this Chain of Custody document by electronic signature.)

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SanAir Technologies Laboratory

SanAir ID Number
24010492
FINAL REPORT
2/23/2024 4:19:32 PM

Name: Petersen Fencing
Address: 3391 Falcon Avenue
Atlantic, IA 50022
Phone: 712-549-2202

Project Number:
P.O. Number:
Project Name: Nathan Wahlert
Collected Date: 2/20/2024
Received Date: 2/21/2024 10:40:00 AM

Analyst: Pisula, Nicholas

Asbestos Bulk PLM EPA 600/R-93/116

	Stereoscopic	Components		
SanAir ID / Description	Appearance	% Fibrous	% Non-fibrous	Asbestos Fibers
1 / 24010492-001 South East 9x9, Floor Tile	Grey Non-Fibrous Homogeneous		95% Other	5% Chrysotile
1 / 24010492-001 South East 9x9, Mastic	Black Non-Fibrous Homogeneous		100% Other	None Detected
2 / 24010492-002 South East Plaster	Grey Non-Fibrous Homogeneous		100% Other	None Detected
3 / 24010492-003 Cooler, Linoleum	Tan Non-Fibrous Homogeneous	20% Cellulose	80% Other	None Detected
3 / 24010492-003 Cooler, Mastic	Tan Non-Fibrous Homogeneous		100% Other	None Detected
4 / 24010492-004 Ceiling Tile	Brown Fibrous Homogeneous	5% Cellulose	95% Other	None Detected
5 / 24010492-005 9x9 Main Room North East, Floor Tile	Grey Non-Fibrous Homogeneous		95% Other	5% Chrysotile
5 / 24010492-005 9x9 Main Room North East, Mastic	Black Non-Fibrous Homogeneous		100% Other	None Detected
6 / 24010492-006 Landing Main Room	White Non-Fibrous Homogeneous	20% Cellulose	80% Other	None Detected
7 / 24010492-007 Upstairs Ceiling Tile	Brown Fibrous Homogeneous	95% Cellulose	5% Other	None Detected

Analyst: [signature]
Analysis Date: 2/23/2024

Approved Signatory: [signature]
Date: 2/23/2024

SanAir Technologies Laboratory

The Identification Specialists

Analysis Report prepared for Petersen Fencing

Report Date: 2/23/2024

Project Name: Nathan Wahlert

SanAir ID#: 24010492

NVLAP TESTING

NVLAP LAB CODE 200870-0

10501 Trade Court | North Chesterfield, Virginia 23236

888.895.1177 | 804.897.1177 | fax: 804.897.0070 | IAQ@SanAir.com | SanAir.com

SanAir Technologies Laboratory

SanAir ID Number
24010492
FINAL REPORT
2/23/2024 4:19:32 PM

Name: Petersen Fencing
Address: 3391 Falcon Avenue
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Analyst: Pisula, Nicholas

Asbestos Bulk PLM EPA 600/R-93/116

	Stereoscopic	Components		
SanAir ID / Description	Appearance	% Fibrous	% Non-fibrous	Asbestos Fibers
1 / 24010492-001 South East 9x9, Floor Tile	Grey Non-Fibrous Homogeneous		95% Other	5% Chrysotile
1 / 24010492-001 South East 9x9, Mastic	Black Non-Fibrous Homogeneous		100% Other	None Detected
2 / 24010492-002 South East Plaster	Grey Non-Fibrous Homogeneous		100% Other	None Detected
3 / 24010492-003 Cooler, Linoleum	Tan Non-Fibrous Homogeneous	20% Cellulose	80% Other	None Detected
3 / 24010492-003 Cooler, Mastic	Tan Non-Fibrous Homogeneous		100% Other	None Detected
4 / 24010492-004 Ceiling Tile	Brown Fibrous Homogeneous	5% Cellulose	95% Other	None Detected
5 / 24010492-005 9x9 Main Room North East, Floor Tile	Grey Non-Fibrous Homogeneous		95% Other	5% Chrysotile
5 / 24010492-005 9x9 Main Room North East, Mastic	Black Non-Fibrous Homogeneous		100% Other	None Detected
6 / 24010492-006 Landing Main Room	White Non-Fibrous Homogeneous	20% Cellulose	80% Other	None Detected
7 / 24010492-007 Upstairs Ceiling Tile	Brown Fibrous Homogeneous	95% Cellulose	5% Other	None Detected

Analyst: [signature]
Analysis Date: 2/23/2024

Approved Signatory: [signature]
Date: 2/23/2024

SanAir Technologies Laboratory

SanAir ID Number
24010492
FINAL REPORT
2/23/2024 4:19:32 PM

Name: Petersen Fencing
Address: 3391 Falcon Avenue
Atlantic, IA 50022
Phone: 712 549 2202

Project Number:
P.O. Number:
Project Name: Nathan Wahlert
Collected Date: 2/20/2024
Received Date: 2/21/2024 10:40:00 AM

Analyst: Pisula, Nicholas

Asbestos Bulk PLM EPA 600/R-93/116

	Stereoscopic	Components		
SanAir ID / Description	Appearance	% Fibrous	% Non-fibrous	Asbestos Fibers
8 / 24010492-008 Ceiling Plaster Upstairs, Plaster	Grey Non Fibrous Homogeneous		100% Other	None Detected
8 / 24010492-008 Ceiling Plaster Upstairs, Skim Coat	White Non Fibrous Homogeneous		100% Other	None Detected
9 / 24010492-009 Flooring In Kitchen Upstairs	White Non Fibrous Homogeneous	20% Cellulose	80% Other	None Detected
10 / 24010492-010 Plaster	Grey Non-Fibrous Homogeneous		100% Other	None Detected
11 / 24010492-011 Upstairs Wallboard	Brown Fibrous Homogeneous	95% Cellulose	5% Other	None Detected
12 / 24010492-012 Upstairs Flooring In Kitchen	Brown Fibrous Homogeneous	60% Cellulose	40% Other	None Detected
13 / 24010492-013 Flooring Lower Level	Green Non-Fibrous Homogeneous	20% Cellulose	80% Other	None Detected
14 / 24010492-014 Pipe Insulation	Grey Fibrous Homogeneous		40% Other	60% Chrysotile
15 / 24010492-015 Window Caulk	Grey Non-Fibrous Homogeneous		100% Other	None Detected
16 / 24010492-016 Pipe Insulation Basement	Grey Fibrous Homogeneous		30% Other	70% Chrysotile

Analyst: Nicholas Pisula
Analysis Date: 2/23/2024

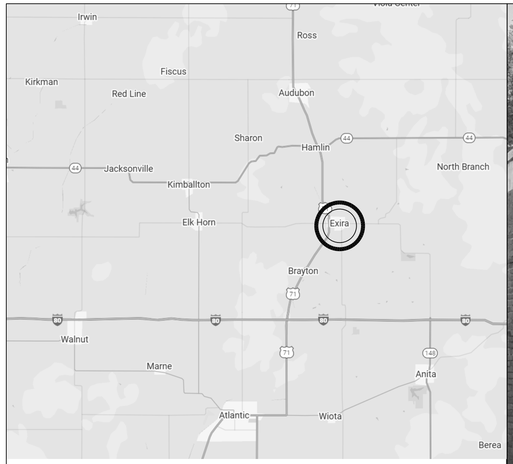
Approved Signatory: Jeffrey Patchett
Date: 2/23/2024

Disclaimer

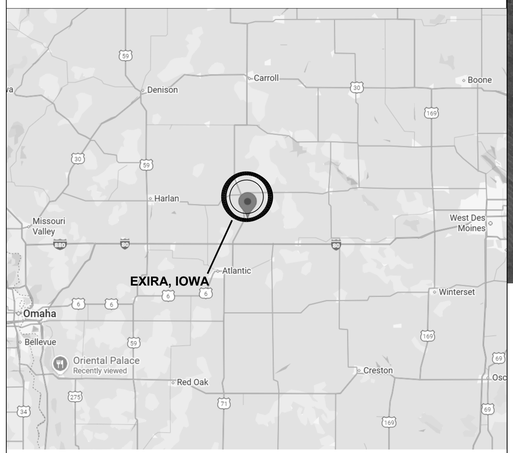
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NYELAP Disclaimer:
Polarized- light microscopy is not consistently reliable in detecting asbestos in floor covering and similar non-friable organically bound materials. Quantitative transmission electron microscopy is currently the only method that can be used to determine if this material can be considered or treated as non-asbestos containing.

Asbestos Accreditations
National Voluntary Laboratory Accreditation Program (NVLAP) Lab Code 200870-0
City of Philadelphia Department of Public Health Air Management Services, Certification#ALL-460
Commonwealth of Pennsylvania Department of Environmental Protection Number 68-03397
California State Environmental Laboratory Accreditation Program Certificate Number: 2915
Colorado Department of Public Health and Environment Registration Number AL-23143
Connecticut Department of Public Health Environmental Laboratory Registration Number PH-0105
Massachusetts Department of Labor Standards Asbestos Analytical Services License Number: AA000222
State of Maine Department of Environmental Protection License Number: LB-0075, LA-0084
New York State Department of Health Laboratory ID: 11983
State of Rhode Island Department of Health Certification No.: PCM00126, PLM00126, TEM00126
Texas Department of State Health Services License Number: 300440
Commonwealth of Virginia Department of Professional and Occupational Regulation Number: 3333000323
State of Washington Department of Ecology Laboratory ID: C988
State of West Virginia Bureau for Public Health Analytical Laboratory Number: LT000816
Vermont Department of Health License Number: Asb Co An 000006
Louisiana Department of Environmental Quality AI Number 212263, Certificate #05086



LOCATION MAP



AREA MAP



CDBG 109 W. WASHINGTON EXIRA, IOWA

109 W. WASHINGTON STREET - 109 BANK BUILDING FACADE REHABILITATION PROJECT

EXIRA, IOWA

DOCUMENTS FOR SECTION 106 REVIEW

9 SEPTEMBER 2026

SHEET INDEX

GENERAL

CS COVER SHEET

ARCHITECTURAL

D-1.1 DEMOLITION PLANS

D-1.2 DEMOLITION PLANS

D-2.1 DEMOLITION ELEVATIONS

D-3.1 DEMOLITION SECTION

A-1.1 PROPOSED PLAN

A-1.2 PROPOSED PLAN

A-2.1 PROPOSED ELEVATION

A-3.1 PROPOSED SECTION

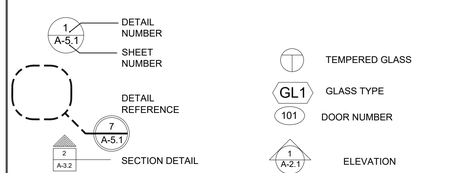
DOORS & DETAILS

A-5.1 DETAILS

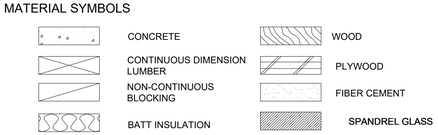
A-5.2 ROOF DETAILS

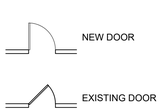
A-6.1 DOORS & SCHEDULE

TYPICAL SYMBOLS & NOTES



MATERIAL SYMBOLS





ARCHITECT AND COORDINATING PROFESSIONAL

THE FRANKS DESIGN GROUP, P.C.
410 FIRST STREET
GLENWOOD, IOWA 51534
TEL: 712-527-3996

I hereby certify that the portion of this technical submission described below was prepared by me or under my direct supervision and responsible charge. I am a duly licensed engineer under the laws of the State of Iowa.

Printed Name

Signature Date

License Expires Date issued

Pages or sheets covered by this seal:



109 BANK BUILDING REHABILITATION

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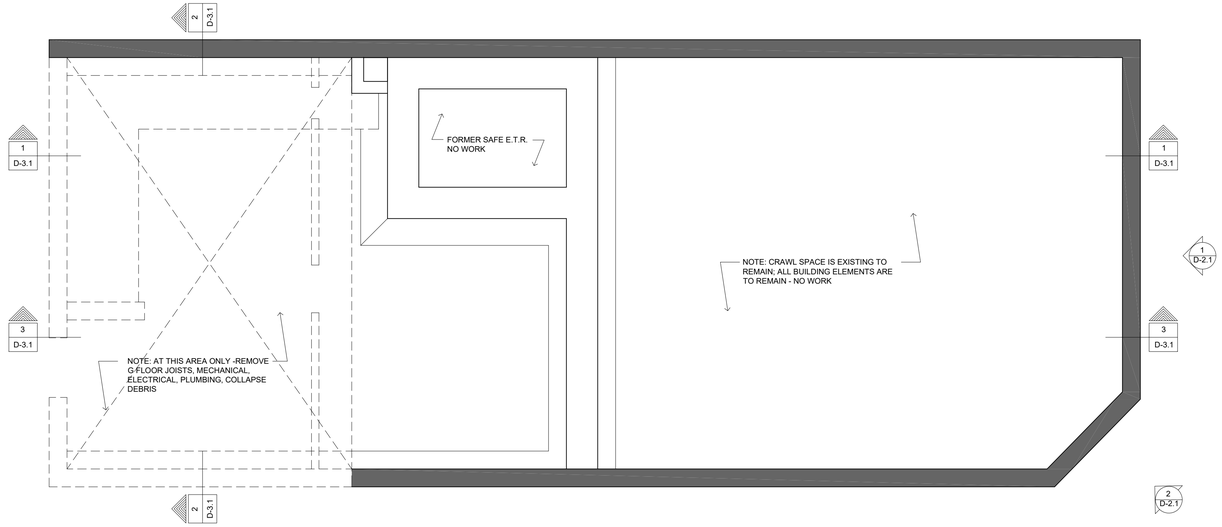
REVISION	DATE
1	

DATE: 9 SEPTEMBER 2026

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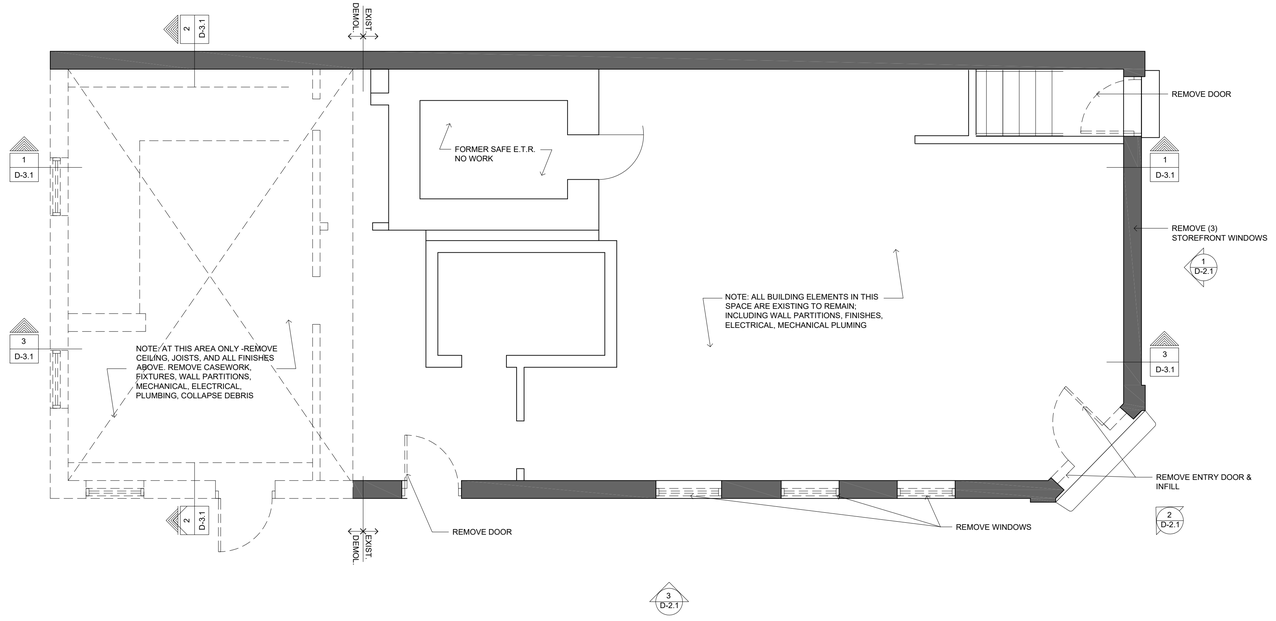
COVER SHEET
109 W. WASHINGTON

CS



1 LOWER LEVEL DEMOLITION PLAN
1/4" = 1' - 0"

0 2 4 8 16
SCALE IN FEET



2 MAIN LEVEL DEMOLITION PLAN
1/4" = 1' - 0"

0 2 4 8 16
SCALE IN FEET



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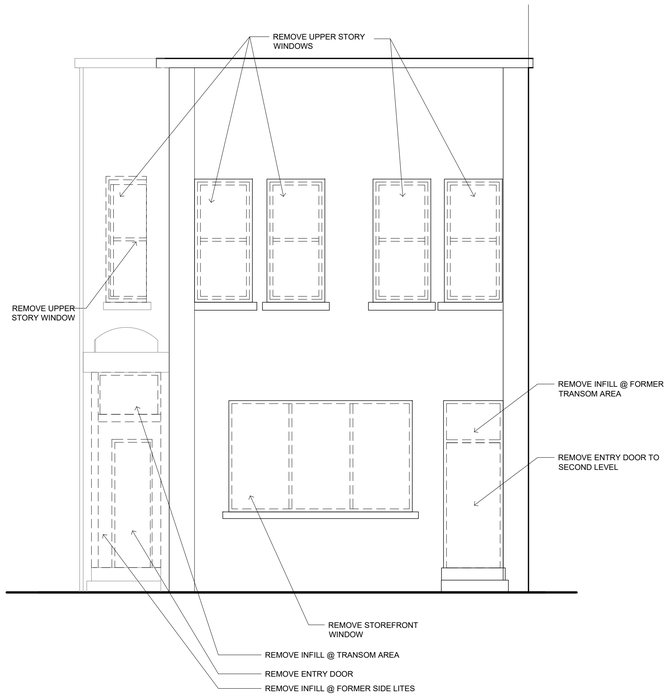
REVISION	DATE
1	

DATE: 9 SEPTEMBER 2026

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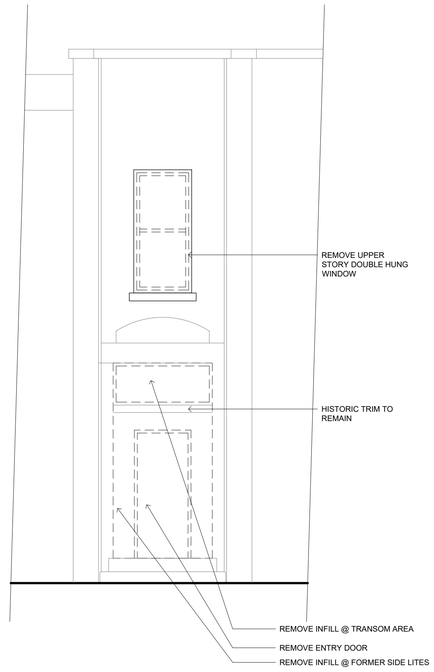
109 W. WASHINGTON
DEMOLITION PLANS

D-1.1



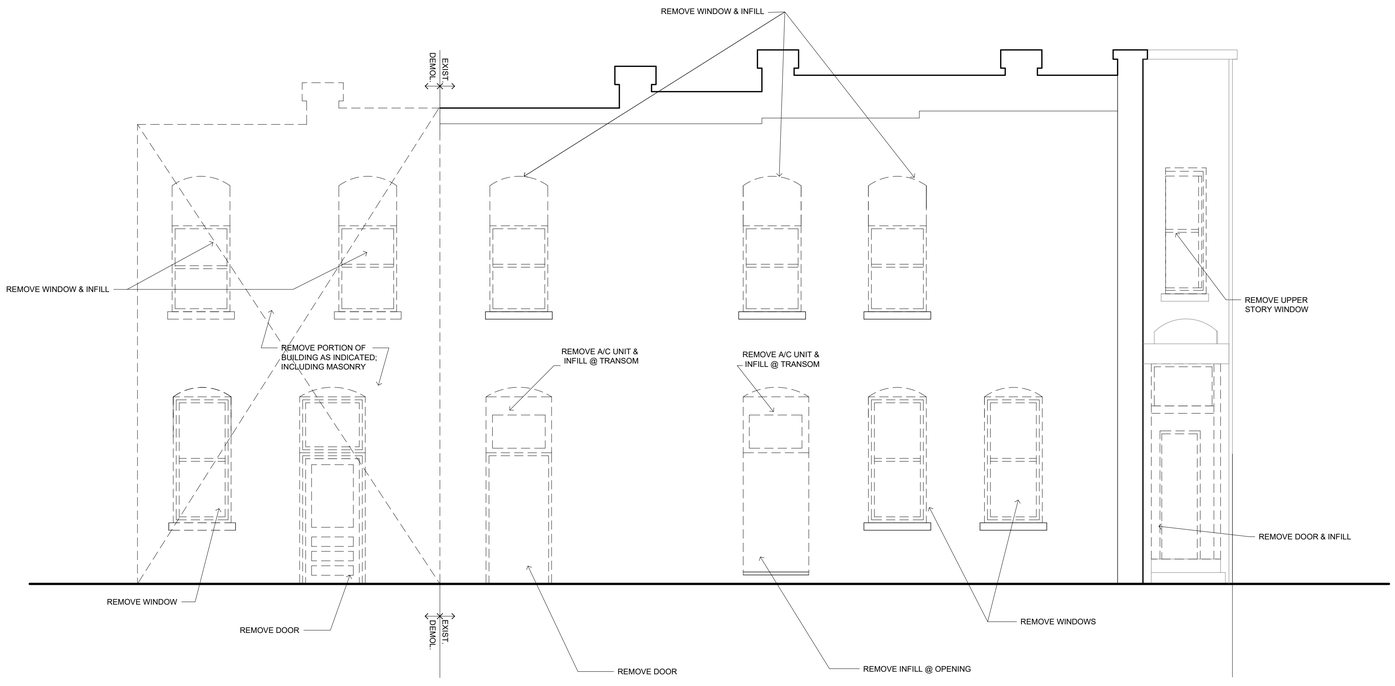
1 DEMOLITION ELEVATION
$\frac{1}{4}$" = 1' - 0"

0 2 4 8 16
SCALE IN FEET



2 DEMOLITION ELEVATION
$\frac{1}{4}$" = 1' - 0"

0 2 4 8 16
SCALE IN FEET



3 DEMOLITION ELEVATION
$\frac{1}{4}$" = 1' - 0"

0 2 4 8 16
SCALE IN FEET



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REVISION	DATE
1	

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109 W. WASHINGTON
DEMOLITION ELEVATION

D-2.1




BANK
EXIRA
IOWA

FIRST-NATIONAL

BANK


WADSWORTH
ON
OFF
WATER
DAILY
MEDIUM
LIGHT
WEST
Flowers For
BUSINESS GIFTS

Happy Belated Birthday
HAPPY BIRTHDAY
CAUTION!
Happy Birthday
29
again?
Happy Birthday
HAPPY HAPPY BIRTHDAY
Happy Birthday
Happy Birthday
Happy Birthday
Hammermill
ACCUFAX

Litetyme
Tranquility Water Fountain


GET WELL SOON
SOON
Hope you're feeling better
Well Soon
DONT WORRY
BE HAPPY
GET WELL-DOC'S ORDERS
Get Well!


Garfield
YOU'RE
#1



"

REGISTER OF WAGE DETERMINATIONS UNDER THE SERVICE CONTRACT ACT
By direction of the Secretary of Labor

U.S. DEPARTMENT OF LABOR
EMPLOYMENT STANDARDS ADMINISTRATION
WAGE AND HOUR DIVISION
WASHINGTON D.C. 20210

Wage Determination No.: 2015-4995
Revision No.: 32
Date Of Last Revision: 8/22/2026

Daniel W. Simms
Director

Division of
Wage Determinations

State: Iowa

Area: Iowa Counties of Adair, Audubon, Carroll, Clarke,
Decatur, Greene, Lucas, Ringgold,
Taylor, Union and Wayne

Fringe Benefits Required Follow the Occupational Listing

OCCUPATION CODE - TITLE	FOOTNOTE	RATE
01000 - Administrative Support And Clerical Occupations		
01011 - Accounting Clerk I		17.84
01012 - Accounting Clerk II		20.02
01013 - Accounting Clerk III		22.40
01020 - Administrative Assistant		28.23
01035 - Court Reporter		21.10
01041 - Customer Service Representative I		16.13
01042 - Customer Service Representative II		17.60
01043 - Customer Service Representative III		19.75
01051 - Data Entry Operator I		16.09
01052 - Data Entry Operator II		17.56
01060 - Dispatcher, Motor Vehicle		24.98
01070 - Document Preparation Clerk		16.80
01090 - Duplicating Machine Operator		16.80
01111 - General Clerk I		15.99
01112 - General Clerk II		17.45
01113 - General Clerk III		19.58
01120 - Housing Referral Assistant		23.51
01141 - Messenger Courier		14.30
01191 - Order Clerk I		16.73
01192 - Order Clerk II		20.39
01261 - Personnel Assistant (Employment) I		18.90
01262 - Personnel Assistant (Employment) II		21.14
01263 - Personnel Assistant (Employment) III		23.57
01270 - Production Control Clerk		29.00
01290 - Rental Clerk		17.13
01300 - Scheduler, Maintenance		18.86
01311 - Secretary I		18.86
01312 - Secretary II		21.10
01313 - Secretary III		23.51
01320 - Service Order Dispatcher		22.32
01410 - Supply Technician		28.23
01420 - Survey Worker		18.61
01460 - Switchboard Operator/Receptionist		17.11
01531 - Travel Clerk I		17.06
01532 - Travel Clerk II		19.15
01533 - Travel Clerk III		21.42
01611 - Word Processor I		16.80
01612 - Word Processor II		18.86
01613 - Word Processor III		21.10
05000 - Automotive Service Occupations		
05005 - Automobile Body Repairer, Fiberglass		24.48
05010 - Automotive Electrician		22.25
05040 - Automotive Glass Installer		21.03
05070 - Automotive Worker		21.03
05110 - Mobile Equipment Servicer		18.52
05130 - Motor Equipment Metal Mechanic		23.39
05160 - Motor Equipment Metal Worker		21.03
05190 - Motor Vehicle Mechanic		23.39
05220 - Motor Vehicle Mechanic Helper		17.33
05250 - Motor Vehicle Upholstery Worker		19.76
05280 - Motor Vehicle Wrecker		21.03
05310 - Painter, Automotive		22.25
05340 - Radiator Repair Specialist		21.03
05370 - Tire Repairer		20.19
05400 - Transmission Repair Specialist		23.39

07000 - Food Preparation And Service Occupations		
07010 - Baker		17.40
07041 - Cook I		17.02
07042 - Cook II		19.33
07070 - Dishwasher		11.91
07130 - Food Service Worker		14.19
07210 - Meat Cutter		18.85
07260 - Waiter/Waitress		10.57
09000 - Furniture Maintenance And Repair Occupations		
09010 - Electrostatic Spray Painter		23.41
09040 - Furniture Handler		15.57
09080 - Furniture Refinisher		23.41
09090 - Furniture Refinisher Helper		18.17
09110 - Furniture Repairer, Minor		20.79
09130 - Upholsterer		23.41
11000 - General Services And Support Occupations		
11030 - Cleaner, Vehicles		16.94
11060 - Elevator Operator		17.30
11090 - Gardener		21.27
11122 - Housekeeping Aide		17.62
11150 - Janitor		17.62
11210 - Laborer, Grounds Maintenance		17.01
11240 - Maid or Houseman		14.94
11260 - Pruner		15.57
11270 - Tractor Operator		19.84
11330 - Trail Maintenance Worker		17.01
11360 - Window Cleaner		19.26
12000 - Health Occupations		
12010 - Ambulance Driver		19.41
12011 - Breath Alcohol Technician		26.60
12012 - Certified Occupational Therapist Assistant		36.49
12015 - Certified Physical Therapist Assistant		29.27
12020 - Dental Assistant		22.50
12025 - Dental Hygienist		40.27
12030 - EKG Technician		40.30
12035 - Electroneurodiagnostic Technologist		40.30
12040 - Emergency Medical Technician		19.41
12071 - Licensed Practical Nurse I		23.77
12072 - Licensed Practical Nurse II		26.60
12073 - Licensed Practical Nurse III		29.66
12100 - Medical Assistant		20.30
12130 - Medical Laboratory Technician		30.40
12160 - Medical Record Clerk		20.93
12190 - Medical Record Technician		23.42
12195 - Medical Transcriptionist		23.77
12210 - Nuclear Medicine Technologist		58.46
12221 - Nursing Assistant I		13.59
12222 - Nursing Assistant II		15.28
12223 - Nursing Assistant III		16.68
12224 - Nursing Assistant IV		18.71
12235 - Optical Dispenser		20.01
12236 - Optical Technician		23.77
12250 - Pharmacy Technician		20.91
12280 - Phlebotomist		18.45
12305 - Radiologic Technologist		33.71
12311 - Registered Nurse I		27.18
12312 - Registered Nurse II		33.25
12313 - Registered Nurse II, Specialist		33.25
12314 - Registered Nurse III		40.22
12315 - Registered Nurse III, Anesthetist		40.22
12316 - Registered Nurse IV		48.21
12317 - Scheduler (Drug and Alcohol Testing)		32.95
12320 - Substance Abuse Treatment Counselor		25.14
13000 - Information And Arts Occupations		
13011 - Exhibits Specialist I		17.57
13012 - Exhibits Specialist II		21.77
13013 - Exhibits Specialist III		26.63
13041 - Illustrator I		17.57
13042 - Illustrator II		21.77
13043 - Illustrator III		26.63
13047 - Librarian		24.10
13050 - Library Aide/Clerk		13.02
13054 - Library Information Technology Systems Administrator		21.77
13058 - Library Technician		16.81
13061 - Media Specialist I		14.39
13062 - Media Specialist II		16.12
13063 - Media Specialist III		18.05
13071 - Photographer I		15.38
13072 - Photographer II		17.57
13073 - Photographer III		21.76
13074 - Photographer IV		26.74
13075 - Photographer V		32.21
13090 - Technical Order Library Clerk		16.34
13110 - Video Teleconference Technician		18.44
14000 - Information Technology Occupations		
14041 - Computer Operator I		17.33
14042 - Computer Operator II		19.38
14043 - Computer Operator III		21.60
14044 - Computer Operator IV		24.01
14045 - Computer Operator V		26.59
14071 - Computer Programmer I	(see 1)	22.64
14072 - Computer Programmer II	(see 1)	

14073 - Computer Programmer III	(see 1)	
14074 - Computer Programmer IV	(see 1)	
14101 - Computer Systems Analyst I	(see 1)	
14102 - Computer Systems Analyst II	(see 1)	
14103 - Computer Systems Analyst III	(see 1)	
14150 - Peripheral Equipment Operator		17.33
14160 - Personal Computer Support Technician		24.56
14170 - System Support Specialist		27.87
15000 - Instructional Occupations		
15010 - Aircrew Training Devices Instructor (Non-Rated)		32.47
15020 - Aircrew Training Devices Instructor (Rated)		39.30
15030 - Air Crew Training Devices Instructor (Pilot)		47.10
15050 - Computer Based Training Specialist / Instructor		32.47
15060 - Educational Technologist		36.55
15070 - Flight Instructor (Pilot)		47.10
15080 - Graphic Artist		22.58
15085 - Maintenance Test Pilot, Fixed, Jet/Prop		47.10
15086 - Maintenance Test Pilot, Rotary Wing		47.10
15088 - Non-Maintenance Test/Co-Pilot		47.10
15090 - Technical Instructor		24.65
15095 - Technical Instructor/Course Developer		30.15
15110 - Test Proctor		19.89
15120 - Tutor		19.89
16000 - Laundry, Dry-Cleaning, Pressing And Related Occupations		
16010 - Assembler		15.88
16030 - Counter Attendant		15.88
16040 - Dry Cleaner		18.17
16070 - Finisher, Flatwork, Machine		15.88
16090 - Presser, Hand		15.88
16110 - Presser, Machine, Drycleaning		15.88
16130 - Presser, Machine, Shirts		15.88
16160 - Presser, Machine, Wearing Apparel, Laundry		15.88
16190 - Sewing Machine Operator		18.94
16220 - Tailor		19.70
16250 - Washer, Machine		16.65
19000 - Machine Tool Operation And Repair Occupations		
19010 - Machine-Tool Operator (Tool Room)		26.65
19040 - Tool And Die Maker		31.79
21000 - Materials Handling And Packing Occupations		
21020 - Forklift Operator		23.81
21030 - Material Coordinator		29.00
21040 - Material Expediter		29.00
21050 - Material Handling Laborer		21.28
21071 - Order Filler		19.30
21080 - Production Line Worker (Food Processing)		23.81
21110 - Shipping Packer		22.31
21130 - Shipping/Receiving Clerk		22.31
21140 - Store Worker I		15.69
21150 - Stock Clerk		20.42
21210 - Tools And Parts Attendant		23.81
21410 - Warehouse Specialist		23.81
23000 - Mechanics And Maintenance And Repair Occupations		
23010 - Aerospace Structural Welder		30.88
23019 - Aircraft Logs and Records Technician		24.82
23021 - Aircraft Mechanic I		29.37
23022 - Aircraft Mechanic II		30.88
23023 - Aircraft Mechanic III		32.21
23040 - Aircraft Mechanic Helper		21.69
23050 - Aircraft, Painter		27.95
23060 - Aircraft Servicer		24.82
23070 - Aircraft Survival Flight Equipment Technician		27.95
23080 - Aircraft Worker		26.41
23091 - Aircrew Life Support Equipment (ALSE) Mechanic I		26.41
23092 - Aircrew Life Support Equipment (ALSE) Mechanic II		29.37
23110 - Appliance Mechanic		27.95
23120 - Bicycle Repairer		23.25
23125 - Cable Splicer		46.95
23130 - Carpenter, Maintenance		24.92
23140 - Carpet Layer		26.41
23160 - Electrician, Maintenance		28.20
23181 - Electronics Technician Maintenance I		32.69
23182 - Electronics Technician Maintenance II		34.60
23183 - Electronics Technician Maintenance III		36.36
23260 - Fabric Worker		24.82
23290 - Fire Alarm System Mechanic		29.37
23310 - Fire Extinguisher Repairer		23.25
23311 - Fuel Distribution System Mechanic		42.47
23312 - Fuel Distribution System Operator		33.63
23370 - General Maintenance Worker		25.00
23380 - Ground Support Equipment Mechanic		29.37
23381 - Ground Support Equipment Servicer		24.82
23382 - Ground Support Equipment Worker		26.41
23391 - Gunsmith I		23.25
23392 - Gunsmith II		26.41
23393 - Gunsmith III		29.37
23410 - Heating, Ventilation And Air-Conditioning Mechanic		27.98

23411 - Heating, Ventilation And Air Contidioning Mechanic (Research Facility)		29.41
23430 - Heavy Equipment Mechanic		26.76
23440 - Heavy Equipment Operator		27.43
23460 - Instrument Mechanic		29.37
23465 - Laboratory/Shelter Mechanic		27.95
23470 - Laborer		21.28
23510 - Locksmith		27.95
23530 - Machinery Maintenance Mechanic		30.05
23550 - Machinist, Maintenance		23.78
23580 - Maintenance Trades Helper		17.11
23591 - Metrology Technician I		29.37
23592 - Metrology Technician II		30.88
23593 - Metrology Technician III		32.21
23640 - Millwright		29.19
23710 - Office Appliance Repairer		27.95
23760 - Painter, Maintenance		26.50
23790 - Pipefitter, Maintenance		26.19
23810 - Plumber, Maintenance		24.91
23820 - Pneudraulic Systems Mechanic		29.37
23850 - Rigger		29.37
23870 - Scale Mechanic		26.41
23890 - Sheet-Metal Worker, Maintenance		23.75
23910 - Small Engine Mechanic		24.12
23931 - Telecommunications Mechanic I		30.27
23932 - Telecommunications Mechanic II		31.82
23950 - Telephone Lineman		29.37
23960 - Welder, Combination, Maintenance		24.20
23965 - Well Driller		29.37
23970 - Woodcraft Worker		29.37
23980 - Woodworker		23.25
24000 - Personal Needs Occupations		
24550 - Case Manager		20.19
24570 - Child Care Attendant		13.08
24580 - Child Care Center Clerk		16.32
24610 - Chore Aide		17.07
24620 - Family Readiness And Support Services Coordinator		20.19
24630 - Homemaker		20.19
25000 - Plant And System Operations Occupations		
25010 - Boiler Tender		29.63
25040 - Sewage Plant Operator		27.58
25070 - Stationary Engineer		29.63
25190 - Ventilation Equipment Tender		21.88
25210 - Water Treatment Plant Operator		27.58
27000 - Protective Service Occupations		
27004 - Alarm Monitor		24.32
27007 - Baggage Inspector		17.65
27008 - Corrections Officer		27.84
27010 - Court Security Officer		24.00
27030 - Detection Dog Handler		19.74
27040 - Detention Officer		27.84
27070 - Firefighter		24.00
27101 - Guard I		17.65
27102 - Guard II		19.74
27131 - Police Officer I		28.90
27132 - Police Officer II		32.12
28000 - Recreation Occupations		
28041 - Carnival Equipment Operator		14.70
28042 - Carnival Equipment Repairer		15.76
28043 - Carnival Worker		11.53
28210 - Gate Attendant/Gate Tender		21.34
28310 - Lifeguard		12.52
28350 - Park Attendant (Aide)		23.87
28510 - Recreation Aide/Health Facility Attendant		17.42
28515 - Recreation Specialist		29.56
28630 - Sports Official		19.01
28690 - Swimming Pool Operator		17.90
29000 - Stevedoring/Longshoremen Occupational Services		
29010 - Blocker And Bracer		26.41
29020 - Hatch Tender		26.41
29030 - Line Handler		26.41
29041 - Stevedore I		24.82
29042 - Stevedore II		27.95
30000 - Technical Occupations		
30010 - Air Traffic Control Specialist, Center (HFO)	(see 2)	47.00
30011 - Air Traffic Control Specialist, Station (HFO)	(see 2)	32.41
30012 - Air Traffic Control Specialist, Terminal (HFO)	(see 2)	35.69
30021 - Archeological Technician I		19.35
30022 - Archeological Technician II		21.65
30023 - Archeological Technician III		26.81
30030 - Cartographic Technician		26.81
30040 - Civil Engineering Technician		35.09
30051 - Cryogenic Technician I		29.70
30052 - Cryogenic Technician II		32.80
30061 - Drafter/CAD Operator I		19.35
30062 - Drafter/CAD Operator II		21.65
30063 - Drafter/CAD Operator III		24.13
30064 - Drafter/CAD Operator IV		29.70

30081 - Engineering Technician I		17.34
30082 - Engineering Technician II		19.46
30083 - Engineering Technician III		21.77
30084 - Engineering Technician IV		26.96
30085 - Engineering Technician V		32.98
30086 - Engineering Technician VI		39.91
30090 - Environmental Technician		26.81
30095 - Evidence Control Specialist		26.81
30210 - Laboratory Technician		21.20
30221 - Latent Fingerprint Technician I		29.70
30222 - Latent Fingerprint Technician II		32.80
30240 - Mathematical Technician		26.81
30361 - Paralegal/Legal Assistant I		23.40
30362 - Paralegal/Legal Assistant II		28.99
30363 - Paralegal/Legal Assistant III		35.46
30364 - Paralegal/Legal Assistant IV		42.91
30375 - Petroleum Supply Specialist		32.80
30390 - Photo-Optics Technician		27.59
30395 - Radiation Control Technician		32.80
30461 - Technical Writer I		26.81
30462 - Technical Writer II		32.80
30463 - Technical Writer III		39.69
30491 - Unexploded Ordnance (UXO) Technician I		29.87
30492 - Unexploded Ordnance (UXO) Technician II		36.14
30493 - Unexploded Ordnance (UXO) Technician III		43.32
30494 - Unexploded (UXO) Safety Escort		29.87
30495 - Unexploded (UXO) Sweep Personnel		29.87
30501 - Weather Forecaster I		29.70
30502 - Weather Forecaster II		36.12
30620 - Weather Observer, Combined Upper Air Or Surface Programs	(see 2)	24.13
30621 - Weather Observer, Senior	(see 2)	27.31
31000 - Transportation/Mobile Equipment Operation Occupations		
31010 - Airplane Pilot		36.14
31020 - Bus Aide		13.31
31030 - Bus Driver		17.77
31043 - Driver Courier		17.71
31260 - Parking and Lot Attendant		13.89
31290 - Shuttle Bus Driver		17.39
31310 - Taxi Driver		13.89
31361 - Truckdriver, Light		18.99
31362 - Truckdriver, Medium		20.27
31363 - Truckdriver, Heavy		27.53
31364 - Truckdriver, Tractor-Trailer		27.53
99000 - Miscellaneous Occupations		
99020 - Cabin Safety Specialist		17.62
99030 - Cashier		13.29
99050 - Desk Clerk		14.35
99095 - Embalmer		30.22
99130 - Flight Follower		29.87
99251 - Laboratory Animal Caretaker I		17.33
99252 - Laboratory Animal Caretaker II		18.58
99260 - Marketing Analyst		29.55
99310 - Mortician		30.22
99410 - Pest Controller		25.17
99510 - Photofinishing Worker		15.70
99710 - Recycling Laborer		24.05
99711 - Recycling Specialist		28.06
99730 - Refuse Collector		22.01
99810 - Sales Clerk		14.39
99820 - School Crossing Guard		17.25
99830 - Survey Party Chief		26.36
99831 - Surveying Aide		14.12
99832 - Surveying Technician		19.93
99840 - Vending Machine Attendant		21.99
99841 - Vending Machine Repairer		26.78
99842 - Vending Machine Repairer Helper		21.99

Note: Executive Order (EO) 13706, Establishing Paid Sick Leave for Federal Contractors, applies to all contracts subject to the Service Contract 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 the victim of, domestic violence, sexual assault, or stalking. Additional information on contractor requirements and worker protections under the EO is available at www.dol.gov/whd/govcontracts.

Note: Executive Order 13658 generally applies to contracts subject to the Service Contract Act that were awarded on or between January 1, 2015 and January 29, 2022, and that have not been renewed or extended on or after January 30, 2022. If a contract is subject to Executive Order 13658, the contractor must pay all covered workers at least $13.65 per hour (or the applicable wage rate listed on this wage determination, if it is higher) for all hours spent performing on the cor
Additional information on contractor requirements and worker protections under Executive Order 13658 is available at www.dol.gov/whd/govcontracts.

ALL OCCUPATIONS LISTED ABOVE RECEIVE THE FOLLOWING BENEFITS:

HEALTH & WELFARE: $5.92 per hour, up to 40 hours per week, or $236.80 per week or $1,026.13 per month

HEALTH & WELFARE EO 13706: $5.42 per hour, up to 40 hours per week, or $216.80 per week, or $939.46 per month*

*This rate is to be used only when compensating employees for performance on an SCA-covered contract also covered by EO 13706, Establishing Paid Sick Leave for Federal Contractors. A contractor may not receive credit toward its SCA obligations for any paid sick leave provided pursuant to EO 13706.

VACATION: 2 weeks paid vacation after 1 year of service with a contractor or successor, 3 weeks after 5 years, and 4 weeks after 15 years. Length of service includes the whole span of continuous service with the present contractor or successor, wherever employed, and with the predecessor contractors in the performance of similar work at the same Federal facility. (Reg. 29 CFR 4.173)

HOLIDAYS: A minimum of eleven paid holidays per year: New Year's Day, Martin Luther King Jr.'s Birthday, Washington's Birthday, Memorial Day, Juneteenth National Independence Day, Independence Day, Labor Day, Columbus Day, Veterans' Day, Thanksgiving Day, and Christmas Day. (A contractor may substitute for any of the named holidays another day off with pay in accordance with a plan communicated to the employees involved.) (See 29 CFR 4.174)

THE OCCUPATIONS WHICH HAVE NUMBERED FOOTNOTES IN PARENTHESES RECEIVE THE FOLLOWING:

1) COMPUTER EMPLOYEES: This wage determination does not apply to any individual employed in a bona fide executive, administrative, or professional capacity, as defined in 29 C.F.R. Part 541. (See 41 C.F.R. 6701(3)). Because most Computer Systems Analysts and Computer Programmers who are paid at least $27.63 per hour (or at least $684 per week if paid on a salary or fee basis) likely qualify as exempt computer professionals under 29 U.S.C. 213(a)(1) and 29 U.S.C. 213(a)(17), this wage determination may not include wage rates for all occupations within those job families. In such instances, a conformance will be necessary if there are nonexempt employees in these job families working on the contract.

Job titles vary widely and change quickly in the computer industry, and are not determinative of whether an employee is an exempt computer professional. To be exempt, computer employees who satisfy the compensation requirements must also have a primary duty that consists of:

(1) The application of systems analysis techniques and procedures, including consulting with users, to determine hardware, software or system functional specifications;

(2) The design, development, documentation, analysis, creation, testing or modification of computer systems or programs, including prototypes, based on and related to user or system design specifications;

(3) The design, documentation, testing, creation or modification of computer programs related to machine operating systems; or

(4) A combination of the aforementioned duties, the performance of which requires the same level of skills. (29 C.F.R. 541.400).

Any computer employee who meets the applicable compensation requirements and the above duties test qualifies as an exempt computer professional under both section 13(a)(1) and section 13(a)(17) of the Fair Labor Standards Act. (Field Assistance Bulletin No. 2006-3 (Dec. 14, 2006)). Accordingly, this wage determination will not apply to any exempt computer employee regardless of which of these two exemptions is utilized.

2) AIR TRAFFIC CONTROLLERS AND WEATHER OBSERVERS - NIGHT PAY & SUNDAY PAY: If you work at night as part of a regular tour of duty, you will earn a night differential and receive an additional 10% of basic pay for any hours worked between 6pm and 6am. If you are a full-time employed (40 hours a week) and Sunday is part of your regularly scheduled workweek, you are paid at your rate of basic pay plus a Sunday premium of 25% of your basic rate for each hour of Sunday work which is not overtime (i.e. occasional work on Sunday outside the normal tour of duty is considered overtime work).

** HAZARDOUS PAY DIFFERENTIAL **

An 8 percent differential is applicable to employees employed in a position that represents a high degree of hazard when working with or in close proximity to ordnance, explosives, and incendiary materials. This includes work such as screening, blending, dying, mixing, and pressing of sensitive ordnance, explosives, and pyrotechnic compositions such as lead azide, black powder and photoflash powder. All dry-house activities involving propellants or explosives. Demilitarization, modification, renovation, demolition, and maintenance operations on sensitive ordnance, explosives and incendiary materials. All operations involving re-grading and cleaning of artillery ranges.

A 4 percent differential is applicable to employees employed in a position that represents a low degree of hazard when working with, or in close proximity to ordnance, (or employees possibly adjacent to) explosives and incendiary materials which involves potential injury such as laceration of hands, face, or arms of the employee engaged in the operation, irritation of the skin, minor burns and the like; minimal damage to immediate or adjacent work area or equipment being used. All operations involving, unloading, storage, and hauling of ordnance, explosive, and incendiary ordnance material other than small arms ammunition. These differentials are only applicable to work that has been specifically designated by the agency for ordnance, explosives, and incendiary material differential pay.

** UNIFORM ALLOWANCE **

If employees are required to wear uniforms in the performance of this contract (either by the terms of the Government contract, by the employer, by the state or

local law, etc.), the cost of furnishing such uniforms and maintaining (by laundering or dry cleaning) such uniforms is an expense that may not be borne by an employee where such cost reduces the hourly rate below that required by the wage determination. The Department of Labor will accept payment in accordance with the following standards as compliance:

The contractor or subcontractor is required to furnish all employees with an adequate number of uniforms without cost or to reimburse employees for the actual cost of the uniforms. In addition, where uniform cleaning and maintenance is made the responsibility of the employee, all contractors and subcontractors subject to this wage determination shall (in the absence of a bona fide collective bargaining agreement providing for a different amount, or the furnishing of contrary affirmative proof as to the actual cost), reimburse all employees for such cleaning and maintenance at a rate of $3.35 per week (or $.67 cents per day). However, in those instances where the uniforms furnished are made of """"wash and wear"""" materials, may be routinely washed and dried with other personal garments, and do not require any special treatment such as dry cleaning, daily washing, or commercial laundering in order to meet the cleanliness or appearance standards set by the terms of the Government contract, by the contractor, by law, or by the nature of the work, there is no requirement that employees be reimbursed for uniform maintenance costs.

** SERVICE CONTRACT ACT DIRECTORY OF OCCUPATIONS **

The duties of employees under job titles listed are those described in the """"Service Contract Act Directory of Occupations"""", Fifth Edition (Revision 1), dated September 2015, unless otherwise indicated.

** REQUEST FOR AUTHORIZATION OF ADDITIONAL CLASSIFICATION AND WAGE RATE, Standard Form 1444 (SF-1444) **

Conformance Process:

The contracting officer shall require that any class of service employee which is not listed herein and which is to be employed under the contract (i.e., the work to be performed is not performed by any classification listed in the wage determination), be classified by the contractor so as to provide a reasonable relationship (i.e., appropriate level of skill comparison) between such unlisted classifications and the classifications listed in the wage determination (See 29 CFR 4.6(b)(2)(i)). Such conforming procedures shall be initiated by the contractor prior to the performance of contract work by such unlisted class(es) of employees (See 29 CFR 4.6(b)(2)(ii)). The Wage and Hour Division shall make a final determination of conformed classification, wage rate, and/or fringe benefits which shall be paid to all employees performing in the classification from the first day of work on which contract work is performed by them in the classification. Failure to pay such unlisted employees the compensation agreed upon by the interested parties and/or fully determined by the Wage and Hour Division retroactive to the date such class of employees commenced contract work shall be a violation of the Act and this contract. (See 29 CFR 4.6(b)(2)(v)). When multiple wage determinations are included in a contract, a separate SF-1444 should be prepared for each wage determination to which a class(es) is to be conformed.

The process for preparing a conformance request is as follows:

1) When preparing the bid, the contractor identifies the need for a conformed occupation(s) and computes a proposed rate(s).

2) After contract award, the contractor prepares a written report listing in order the proposed classification title(s), a Federal grade equivalency (FGE) for each proposed classification(s), job description(s), and rationale for proposed wage rate(s), including information regarding the agreement or disagreement of the authorized representative of the employees involved, or where there is no authorized representative, the employees themselves. This report should be submitted to the contracting officer no later than 30 days after such unlisted class(es) of employees performs any contract work.

3) The contracting officer reviews the proposed action and promptly submits a report of the action, together with the agency's recommendations and pertinent information including the position of the contractor and the employees, to the U.S. Department of Labor, Wage and Hour Division, for review (See 29 CFR 4.6(b)(2)(ii)).

4) Within 30 days of receipt, the Wage and Hour Division approves, modifies, or disapproves the action via transmittal to the agency contracting officer, or notifies the contracting officer that additional time will be required to process the request.

5) The contracting officer transmits the Wage and Hour Division's decision to the contractor.

6) Each affected employee shall be furnished by the contractor with a written copy of such determination or it shall be posted as a part of the wage determination (See 29 CFR 4.6(b)(2)(iii)).

Information required by the Regulations must be submitted on SF-1444 or bond paper.

When preparing a conformance request, the """"Service Contract Act Directory of Occupations"""" should be used to compare job definitions to ensure that duties requested are not performed by a classification already listed in the wage determination. Remember, it is not the job title, but the required tasks that determine whether a class is included in an established wage determination. Conformances may not be used to artificially split, combine, or subdivide classifications listed in the wage determination (See 29 CFR 4.152(c)(1))."""

ADDENDUM I – STATE OF IOWA AND FEDERAL PROGRAM LANGUAGE

The following references must be included *in its entirety within the contract:*

- **Access to Maintenance of Records**
  "The Contractor must maintain records, including supporting documentation, for the greater of three years after the date the Recipient is notified that the State CDBG contract has been closed with HUD. "

  "At any time during normal business hours and as frequently as is deemed necessary, the Contractor shall make available to the Iowa Economic Development Authority, the State Auditor, the General Accounting Office, and the Department of Housing and Urban Development, for their examination, all of its records pertaining to all matters covered by this contract"

- **Notice of Awarding Agency Requirements and Regulations Pertaining to Reporting**
  "The Contractor must provide information as necessary and as requested by the Iowa Economic Development Authority for the purpose of fulfilling all reporting requirements related to the CDBG program."

- **Certification regarding government-wide restriction on lobbying:**
  All contracts utilizing CDBG funds must contain the following certification concerning restriction of lobbying:

  "The Recipient certifies, to the best of his or her knowledge and belief, that:
  - *i. No Federal appropriated funds have been paid or will be paid, by or on behalf of the Recipient, 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 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.*

  - *ii. 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, or an employee of a Member of congress in connection with this Federal contract, grant, loan, or cooperative agreement, the Recipient shall complete and submit Standard Form-LLL, "Disclosure Form to Report Federal Lobbying" in accordance with its instruction.*

  - *iii. The Recipient shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and*

contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly."

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by section 1352, title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than $10,000 and not more than $100,000 for each such failure."

- **Clean Air and Water Acts: (for all contracts over $100,000)**
  - Section 306 of the Clean Air Acts (42 U.S.C. 1857(h)).
  - Section 508 of the Clean Water Act (33 U.S.C. 1368).
  - Executive Order 11738 (*Providing administration of the Clean Air & Water Acts)*

Clean Air and Water Acts - required clauses in all contracts involving projects subject to the Clean Air Act (42 U.S.C. 1857 et seq.), the Federal Water Pollution Control Act (33 U.S.C. 1251 et seq.), and the regulations of the Environmental Protection Agency with respect to 40 CFR Part 15, as amended.

"During the performance of this contract, the Contractor agrees as follows:
(1) The Contractor will certify that any facility to be utilized in the performance of any nonexempt contract or subcontract is not listed on the Excluded Party Listing System pursuant to 40 CFR 32.

(2) The Contractor agrees to comply with all the requirements of Section 114 of the Clean Air Act, as amended, (42 U.S.C. 1857c-8) and Section 308 of the Federal Water Pollution Control Act, as amended (33 U.S.C. 1318) relating to inspection, monitoring, entry, reports, and information, as well as all other requirements specified in said Section 114 and Section 308, and all regulations and guidelines issued thereunder.

(3) The Contractor agrees that as a condition for the award of the contract, prompt notice will be given of any notification received from the Director, Office of Federal Activities, Environmental Protection Agency, indicating that a facility utilized or to be utilized for the contract is under consideration to be listed on the Excluded Party Listing System.

(4) The Contractor agrees that it will include or cause to be included the criteria and requirements in Paragraph (1) through (4) of this section in every nonexempt subcontract and require every subcontractor to take such action as the Government may direct as a means of enforcing such provisions."

- **Federal Executive Orders 11246 & 11375 (For all contracts over $10,000)**

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

(1) The Contractor will not discriminate against any employee or applicant for employment because of race, color, religion, sex, or national origin. The contractor will take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their race, color, religion, sex, or national origin. Such action shall include, but not be limited to the following: employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided by the contracting officer setting forth the provisions of this nondiscrimination clause.

(2) The Contractor will, in all solicitations or advertisements for employees placed by or on behalf of the contractor, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, or national origin.

(3) The Contractor will send to each labor union or representative of workers with which he has a collective bargaining agreement or other contract or understanding, a notice, to be provided by the agency contracting officer, advising the labor union or workers' representative of the contractor's commitments under Section 202 of the Executive Order No. 11246 of September 24, 1965, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

(4) The Contractor will comply with all provisions of Executive Order No. 11246 of September 24, 1965, and of the rules, regulations, and relevant orders of the Secretary of Labor.

(5) The Contractor will furnish all information and reports required by Executive Order No. 11246 of September 24, 1965, and by the rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to his books, records, and accounts by the contracting agency and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.

(6) In the event of the Contractor's non-compliance with the nondiscrimination clause of this contract or with any of such rules, regulations, or orders, this contract may be canceled, terminated or suspended in whole or in part and the contractor may be declared ineligible for further Government contracts in accordance with procedures authorized in Executive Order No. 11246 of September 24, 1965, and such other sanctions may be imposed and remedies invoked as provided in Executive Order No. 11246 of September 24, 1965, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.

(7) The Contractor will include the provisions of Paragraphs (1) through (7) in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to Section 204 of Executive Order No. 11246 of September 24, 1965, so that such provisions will be binding upon each subcontractor or vendor. The contractor will take such action with respect to any subcontract or purchase order as the contracting agency may direct as a means of enforcing such provisions including sanctions for noncompliance: Provided, however, that in the event the contractor becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction by the contracting agency, the

contractor may request the United States to enter into such litigation to protect the interests of the United States."

❖ **Federal Labor Standards (For all contracts over $2,000)**

"During the execution of this agreement, the contractor agrees to comply by all Federal, State and local labor standards in effect, including to but not limited to the following regulations:".

- *Davis-Bacon and Related Acts, as amended;*
- *Contract Work Hours and Safety Standard Act, as amended;*
- *Copeland Anti-kickback Act, as amended;*
- *Fair Labor Standards Act, as amended*

(Housing rehabilitation contracts of less than 8 units are excluded from this requirement.)

❖ **Build America, Buy America Requirements**

Sample BABA Language for Inclusion into Professional Services Agreements:

"This agreement is for professional services related to a project that is subject to the Build America, Buy America Act (BABA) requirements under Title IX of the Infrastructure Investment and Jobs Act ("IIJA"), Pub. L. 177-58. While professional services are not subject to BABA, the Provider understands that they are responsible for ensuring that, absent a waiver by the Department of Housing and Urban Development, Provider shall not approve for use in this project, any iron, steel, manufactured products, or construction materials unless such materials have been produced in the United States. Provider shall obtain all necessary compliance certificates for work that is within provider's scope of work. Failure to do so shall be a default under this agreement. Guidance on complying with BABA is outlined by Office of Management and Budget's Memorandum M-24-02, Implementation Guidance on Application of Buy America Preference in Federal Financial Assistance Programs for Infrastructure."

Sample BABA Language for Inclusion into Advertisement for Bids:

"This agreement is for services related to a project that is subject to the Build America, Buy America Act (BABA) requirements under Title IX of the Infrastructure Investment and Jobs Act ("IIJA"), Pub. L. 177-58. Absent an approved waiver, all iron, steel, manufactured products, and construction materials used in this project must be produced in the United States, as further outlined by the Office of Management and Budget's Memorandum M-24-02, Implementation Guidance on Application of Buy America Preference in Federal Financial Assistance Programs for Infrastructure.

Contractor shall include Manufacturer's Certification for BABA requirements for all BABA-covered items to be incorporated into the infrastructure project. Contractor shall comply with BABA requirements, including coordination with manufacturers, distributors, and suppliers to correct deficiencies in any BABA documentation.

For any change orders, Contractor shall provide BABA documentation for any new products or materials required by the change. Contractor shall the designate responsible parties for determining the final classifications for all project items. "

(Housing projects of 4 units or less are excluded from this requirement.)

- **Section 3 requirements under 12 U.S.C. § 1701u**

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 r 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 r 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 Business Concerns are encouraged to respond to this proposal. A Section 3 Business Concern 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

❖ **Recycled Materials**

"The Contractor agrees to comply with all the requirements of Code of Iowa chapter 8A.315-317 and Iowa Administrative Code chapter 11-117.6(5) — Recycled Product and Content which states:

- *When appropriate, specifications shall include requirements for the use of recovered materials and products;*
- *The specifications shall not restrict the use of alternative materials, exclude recovered materials, or require performance standards that exclude products containing recovered materials unless the subrecipient seeking the product can document that the use of recovered materials will impede the intended use of the product;"*

❖ **Federal Executive Orders 11063, as amended by Executive Order 12259**

*"The Contractor agrees to comply with the provisions of **Executive Order 11063**, as amended by **Executive Order 12259**, which prohibit discrimination in the sale, leasing, rental, or other disposition of residential property and related facilities financed in whole or in part with federal assistance.*

*The Contractor shall not discriminate against any person on the grounds of **race, color, religion, sex, or national origin** in the sale, rental, or use of housing or residential property built or rehabilitated with assistance provided under this contract.*

The Contractor further agrees to:

- *Include this provision in all subcontracts or agreements related to this federally assisted construction project;*
- *Cooperate with the U.S. Department of Housing and Urban Development (HUD) in any enforcement or compliance reviews;*
- *Maintain and provide records as required to demonstrate compliance with applicable federal requirements.*
- *Failure to comply with this provision shall be considered a material breach of contract and may result in suspension or termination of this Agreement, in addition to other remedies available under law or regulation."*

❖ **Section 109, Housing & Community Development Act of 1974 (42 USC 5309):**

"The Contractor agrees that no person shall be excluded from participation in, denied the benefits of, or be subjected to discrimination under any program or activity funded in whole or in part with Community Development Block Grant (CDBG) funds on the grounds of: Race, color, national origin, sex, or religion. Additionally, as required by amendments to the Act and related statutes and regulations, the Contractor further agrees not to discriminate on the basis of disability.

Accordingly, the Contractor shall:

- *Take all necessary and reasonable steps to ensure non-discrimination in employment, service delivery, housing, and access to facilities;*
- *Include this clause in all subcontracts or agreements funded in whole or in part with CDBG funds;*
- *Cooperate fully with any compliance or enforcement reviews conducted by the U.S. Department of Housing and Urban Development (HUD) or its designee;*
- *Maintain and furnish records as necessary to demonstrate compliance;"*

❖ **Title VI of the Civil Rights Act of 1964 (PL 88-352, 42 USC ss 200d):**

"The Contractor agrees to comply with Title VI of the Civil Rights Act of 1964 (Public Law 88-352, 42 U.S.C. § 2000d et seq.) and all applicable regulations issued pursuant thereto, including those found at 24 CFR Part 1. Under Title VI, no person shall, on the grounds of race, color, or national origin, be excluded from participation in, denied the benefits of, or be subjected to discrimination under any program or activity receiving federal financial assistance.

Accordingly, the Contractor shall:

1. *Not discriminate against any person in employment, contracting, housing, or service delivery on the basis of race, color, or national origin.*
2. *Include this clause in every subcontract or purchase order involving the use of federal funds.*
3. *Maintain and provide access to records sufficient to demonstrate compliance with Title VI upon request of the funding agency or the U.S. Department of Housing and Urban Development (HUD).*

4. *Cooperate fully in any compliance review or complaint investigation undertaken pursuant to Title VI."*

❖ **Title VIII of the Civil Rights Act of 1968 (aka 'Fair Housing Act'):**

"The Contractor shall comply with the Fair Housing Act (Title VIII of the Civil Rights Act of 1968, as amended, 42 U.S.C. §§ 3601–3619), which prohibits discrimination in housing and housing-related transactions on the basis of: Race, color, religion, sex (including sexual orientation and gender identity), disability, familial status, or national origin.

Accordingly, the Contractor agrees to:

1. *Not discriminate in the sale, rental, lease, financing, design, construction, marketing, or provision of services related to any housing or residential facilities constructed or assisted under this contract.*
2. *Display the Equal Housing Opportunity logo and statement on all housing advertisements and marketing materials associated with the project.*
3. *Include this provision in all subcontracts related to residential construction, rehabilitation, leasing, or sale of housing units funded in whole or in part with federal funds.*
4. *Cooperate fully with any investigation, compliance review, or enforcement action conducted by the U.S. Department of Housing and Urban Development (HUD) or other designated entity."*

❖ **Section 504 of the Rehabilitation Act of 1973 (PL 93-112, 29 ISC 794):**

"The Contractor agrees to comply with Section 504 of the Rehabilitation Act of 1973 (29 U.S.C. § 794), as implemented by HUD regulations at 24 CFR Part 8, which prohibit discrimination on the basis of disability in any program or activity receiving federal financial assistance.

Accordingly, the Contractor shall:

1. *Not discriminate against any qualified individual with a disability in the provision of services, employment, housing, or access to facilities under this Contract.*
2. *Ensure that all new construction and alterations funded in whole or in part with federal assistance are designed and constructed to be readily accessible to and usable by individuals with disabilities, as required by applicable accessibility standards (e.g., UFAS or ADA Standards, as applicable).*
3. *Take appropriate steps to ensure that communications with applicants, beneficiaries, and members of the public with disabilities are as effective as communications with others.*
4. *Make reasonable accommodations in policies, practices, and procedures when necessary to avoid discrimination, unless such accommodations would impose an undue financial or administrative burden.*
5. *Include this provision in all applicable subcontracts and agreements."*

❖ **Age Discrimination Act of 1975 (42 USC 1601 et seq):**

"The Contractor agrees to comply with the Age Discrimination Act of 1975 (42 U.S.C. § 6101 et seq.) and the implementing regulations at 45 CFR Part 90, which prohibit discrimination on the basis of age in programs or activities receiving federal financial assistance.

Accordingly, the Contractor shall:

1. *Ensure that no person is excluded from participation in, denied the benefits of, or otherwise subjected to discrimination under this contract or related activities on the basis of age.*
2. *Not use age as a basis for employment decisions, service delivery, or participation in housing or construction-related benefits funded by this contract.*
3. *Include this clause in all subcontracts or agreements involving federal funds under this project.*
4. *Cooperate fully with any compliance review or investigation conducted pursuant to this Act.*
5. *Maintain and provide records as required to demonstrate compliance with the Age Discrimination Act."*

❖ **Americans with Disabilities Act (PM 101-336, 42 USC 12101-12213):**

"The Contractor agrees to comply with the provisions of the Americans with Disabilities Act of 1990 (PL 101-336, codified at 42 U.S.C. §§ 12101–12213) and all applicable implementing regulations.

Under the ADA, no qualified individual with a disability shall, on the basis of disability, be:

- *Excluded from participation in,*
- *Denied the benefits of, or*
- *Subjected to discrimination in*

any program, service, or activity funded in whole or in part under this Contract.

Accordingly, the Contractor shall:

1. *Ensure that all employment practices, public facilities, housing, services, and communications related to this project are accessible and non-discriminatory toward individuals with disabilities.*
2. *Design and construct facilities to meet or exceed applicable accessibility standards, such as the 2010 ADA Standards for Accessible Design or UFAS, where applicable.*
3. *Make reasonable modifications to policies, practices, and procedures to accommodate individuals with disabilities, unless doing so would result in an undue burden or fundamental alteration.*
4. *Provide effective communication methods, including auxiliary aids and services, when necessary for equal access.*
5. *Include this clause in all subcontracts and agreements funded in whole or in part by CDBG or other federal funds."*

❖ **Lead-Based Paint Compliance (24 CFR Part 35 – Lead Safe Housing Rule)**

***Applies to pre-1978 residential structures** receiving **CDBG** or other HUD funding*

Types of projects:

- *Rehabilitation*
- *Acquisition*
- *Leasing*

- *Supportive housing*
- *Tenant-based rental assistance*

"The Contractor shall comply with the Lead Safe Housing Rule (24 CFR Part 35), which implements the requirements of the Lead-Based Paint Poisoning Prevention Act and applies to housing constructed prior to 1978 that is receiving federal financial assistance under this Contract.

Accordingly, the Contractor agrees to:

1. ***Identify and evaluate lead-based paint hazards** in housing units constructed before 1978, using required methods such as visual assessments, paint testing, or risk assessments, as applicable based on project scope and funding level;*
2. ***Control or eliminate lead-based paint hazards** through interim controls or abatement in accordance with Subparts J (Rehabilitation), K (Acquisition), or M (Tenant-Based Rental Assistance) of 24 CFR Part 35;*
3. ***Ensure that all work involving lead-based paint** is performed by properly certified and trained workers, supervisors, and inspectors in accordance with EPA's Renovation, Repair and Painting (RRP) Rule and HUD guidelines;*
4. ***Provide residents with proper notices** and disclosures about the presence and hazards of lead-based paint as required under Subpart B of 24 CFR Part 35;*
5. ***Follow clearance procedures** after hazard control work, including proper testing by certified risk assessors or clearance technicians;*
6. ***Keep and submit records and reports** demonstrating full compliance with the Lead Safe Housing Rule and make such records available to HUD or the funding agency upon request.*

The Contractor shall include this clause in all subcontracts involving residential rehabilitation, acquisition, or construction of pre-1978 housing units."

❖ **Iowa Civil Rights Act of 1965, Chapter 216**

"The Contractor agrees to comply with the provisions of the Iowa Civil Rights Act of 1965 (Iowa Code Chapter 216), which prohibits discrimination in employment, housing, public accommodations, education, and credit based on:
Race, creed, color, sex, sexual orientation, gender identity, religion, national origin, disability, or age (where applicable), and familial status (in housing).

Accordingly, the Contractor shall:

1. *Not discriminate in hiring, promotion, layoff, termination, or other employment practices;*
2. *Provide equal access to housing, services, and facilities without regard to protected characteristics;*
3. *Make reasonable accommodations for persons with disabilities;*
4. *Include this clause in all applicable subcontracts and agreements under this contract;*
5. *Cooperate with any investigation or compliance review conducted by the Iowa Civil Rights Commission (ICRC) or other designated authority."*

❖ **Iowa Code Section ss 19B.7**

The Contractor agrees to comply with Iowa Code Section 19B.7, which requires that all state and local government agencies and their contractors and subcontractors prevent and eliminate discrimination in employment and public contracting.

Accordingly, the Contractor shall:

1. *Not discriminate against any employee or applicant for employment or any business or individual in the awarding of subcontracts, on the basis of: Race, Color, National origin, Sex, Gender identity, Sexual orientation, Religion, Age, Disability, Creed*
2. *Include this nondiscrimination provision in all subcontracts and procurement agreements;*
3. *Make good faith efforts to encourage the participation of minority-owned and women-owned business enterprises (M/WBEs) in all aspects of the project, including contracting and subcontracting;*
4. *Provide documentation of such efforts upon request by the local jurisdiction, the Iowa Department of Administrative Services, or other authorized entity.*

❖ **Sales and Use Taxes (for municipalities only)**

"Owner is exempt from Iowa state sales and use taxes on materials and equipment to be incorporated in the Work. Said taxes shall not be included in the Bid."

The undersigned acknowledges that these requirements are party to the contract / subcontract and the Contractor/Subcontractor agrees to adoption of all requirements upon execution of the agreement:

_____ _____

Contractor Signature *Date*

_____ _____

Contractor Printed Name *Title*

NOTE: The penalty for making false statements in offers is prescribed in 18 U.S.C. 1001.

ADDENDUM II. SUPPLEMENTAL FEDERAL REQUIREMENTS AND WORKER NOTIFICATIONS

- **Current Certified Payroll Form & Certification (DOL WH-347)**
  https://www.dol.gov/sites/dolgov/files/WHD/legacy/files/wh347.pdf

- **Federal Labor Standards Complaint Intake Form:**
  https://www.hud.gov/sites/dfiles/OCHCO/documents/4731.pdf

- **Record of Employee Interview Form**
  https://www.hud.gov/sites/dfiles/OCHCO/documents/11.pdf

- **Job Site Posters & Federal Labor Standards Provisions:**
  - WHD 1321 – Employee Rights Poster
    - English: https://www.osha.gov/Publications/osha3165.pdf
    - Spanish: https://www.osha.gov/Publications/osha3167.pdf
  - OSHA Job Safety & Health
    - English:https://www.eeoc.gov/sites/default/files/migrated_files/employers/eeoc_self_print_poster.pdf
    - Spanish:https://www.eeoc.gov/sites/default/files/migrated_files/employers/eeoc_self_print_poster_spanish.pdf
  - OFCCP Equal Opportunity – Know Your Rights
    - English: https://www.eeoc.gov/sites/default/files/2023-06/22-088_EEOC_KnowYourRights6.12.pdf
    - Spanish: https://www.eeoc.gov/sites/default/files/2023-06/22-088_EEOC_KnowYourRightsSp6.12.pdf

- HUD Form 928.1 Equal Housing Opportunity
  - English: https://www.hud.gov/sites/documents/928.1.PDF
  - Spanish: https://www.hud.gov/sites/documents/SPANISH.PDF

The undersigned acknowledges that these documents are required to be made available to all workers on the jobsite:

_____ _____

Contractor Signature *Date*

_____ _____

Contractor Printed Name *Title*

NOTE: The penalty for making false statements in offers is prescribed in 18 U.S.C. 1001.

ADDENDUM III. DOCUMENTS THAT MUST BE PRINTD OUT AND INCLUDED IN BIDS VIA EXHIBIT

- **Section 3 Contractor Intent to Comply Form:**
  https://www.iowaeda.com/UserDocs/2022cdbg-intent-to-comply-fillableform01232023.pdf
  - **Contractor should return this document with the Bid Forms**

- **HUD-4010 Federal Labor Standards Provisions Form:**
  https://hudgov.sharepoint.com/sites/FPM/OFPM/DBLS/HQ/Shared Documents/Forms_DBLS/HUD-4010 Federal Labor Standards Provisions/HUD 4010

- **Applicable Wage Decision Document(s)**
  - **ACQUIRE FROM DOL / IEDA**

- **CDBG Project Sign Design Specifications**
  https://www.iowaeda.com/UserDocs/cdbg_projectsign.pdf

- **BABA Bid Insertion Documents**
  https://opportunityiowa.gov/media/7259/download?inline
  - **Portions for both Consultant and Constructors in this packet**

SECTION 3 – CONTRACTOR INTENT TO COMPLY

For Project (insert project name): _____

In (Insert City Name): _____ IEDA Project Number: _____

Contractor Name: _____ hereinafter referred to as "CONTRACTOR."

Address: _____ City: _____ State: _____ Zip: _____

This form is the CONTRACTOR's official statement acknowledging their understanding that Section 3 requirements are mandatory for the proposed project which is funded in part with funds from the Department of Housing and Urban Development (HUD). The form also signifies the CONTRACTOR's intent to comply with the Section 3 requirements as outlined in the plans and specifications, including but not limited to, the intent to utilize Section 3 (low to moderate income) workers and subcontractors where possible and complying with all mandatory reporting related to Section 3 HUD guidelines.

In recognition of the intent to comply the CONTRACTOR indicates their compliance with the following certifications:

☐ YES		If awarded a contract for this HUD-funded project, CONTRACTOR is able to determine employee's hourly wages and addresses.
☐ YES	☐ NO	Is this business a registered Section 3 business with the U.S. Department of Housing and Urban Development? You can search for Section 3 Businesses here: https://hudapps.hud.gov/OpportunityPortal/
☐ YES		Willing to provide information on the hours worked by all employees, including Section 3 and Targeted Section 3 employees for this job?
☐ YES		If the need to hire new employees during this job occurs, agree to hire Section 3 qualified employees for those job opportunities presuming all other qualifications are equal with qualified non Section 3 applicants?
☐ YES		If the need to subcontract arises, willing to CONSIDER hiring and subcontracting with a Section 3 business registered with HUD. You can search for Section 3 Businesses here: https://hudapps.hud.gov/OpportunityPortal/

The CONTRACTOR estimates that the total hours worked on this project by employees of the CONTRACTOR will be _____.

The CONTRACTOR recognizes that this contracting opportunity is subject to HUD Section requirements (24 CFR Part 75). The CONTRACTOR has read and understands the Section 3 requirements as generally described above and presented in the Section 3 contract language included in the procurement documents for this project (plans and specifications, request for qualification, request for proposals, etc.). If awarded a contract, the CONTRACTOR commits to following Section 3 requirements, as they apply to this project. If awarded a contract for this project, the CONTRACTOR agrees to provide reports to the project's Grant Administrator on a timely basis) regarding Section 3 efforts and accomplishments.

_____ _____

Signature Date

Print Name: _____ Title: _____

A. APPLICABILITY

The Project or Program to which the construction work covered by this Contract pertains is being assisted by the United States of America, and the following Federal Labor Standards Provisions are included in this Contract pursuant to the provisions applicable to such Federal assistance.

1. Minimum wages and fringe benefits

i. All laborers and mechanics employed or working upon the site of the work (or otherwise working in construction or development of the project under a development statute), will be paid unconditionally and not less often than once a week, and without subsequent deduction or rebate on any account (except such payroll deductions as are permitted by regulations issued by the Secretary of Labor under the Copeland Act (29 CFR part 3)), the full amount of basic hourly wages and bona fide fringe benefits (or cash equivalents thereof) due at time of payment computed at rates not less than those contained in the wage determination of the Secretary of Labor which is attached hereto and made a part hereof, regardless of any contractual relationship which may be alleged to exist between the contractor and such laborers and mechanics. As provided in 29 CFR 5.5(d) and (e), the appropriate wage determinations are effective by operation of law even if they have not been attached to the contract. Contributions made or costs reasonably anticipated for bona fide fringe benefits under the Davis-Bacon Act (40 U.S.C. 3141(2)(B)) on behalf of laborers or mechanics are considered wages paid to such laborers or mechanics, subject to the provisions of paragraph (a)(1)(v) of these contract clauses; also, regular contributions made or costs incurred for more than a weekly period (but not less often than quarterly) under plans, funds, or programs which cover the particular weekly period, are deemed to be constructively made or incurred during such weekly period. Such laborers and mechanics must be paid the appropriate wage rate and fringe benefits on the wage determination for the classification(s) of work actually performed, without regard to skill, except as provided in 29 CFR 5.5(a)(4). Laborers or mechanics performing work in more than one classification may be compensated at the rate specified for each classification for the time actually worked therein: *Provided,* That the employer's payroll records accurately set forth the time spent in each classification in which work is performed. The wage determination (including any additional classifications and wage rates conformed under 29 CFR 5.5(a)(1)(iii)) and the Davis-Bacon poster (WH-1321) must be posted at all times by the contractor and its subcontractors at the site of the work in a prominent and accessible place where it can be easily seen by the workers.

ii. Frequently recurring classifications

A. In addition to wage and fringe benefit rates that have been determined to be prevailing under the procedures set forth in 29 CFR part 1, a wage determination may contain, pursuant to § 1.3(f), wage and fringe benefit rates for classifications of laborers and mechanics for which conformance requests are regularly submitted pursuant to 29 CFR 5.5(a)(1)(iii), provided that:

1. The work performed by the classification is not performed by a classification in the wage determination for which a prevailing wage rate has been determined;

2. The classification is used in the area by the construction industry; and

3. The wage rate for the classification bears a reasonable relationship to the prevailing wage rates contained in the wage determination.

B. The Administrator will establish wage rates for such classifications in accordance with 29 CFR 5.5(a)(1)(iii)(A)(3). Work performed in such a classification must be paid at no less than the wage and fringe benefit rate listed on the wage determination for such classification.

iii. Conformance

A. The contracting officer must require that any class of laborers or mechanics, including helpers, which is not listed in the wage determination and which is to be employed under the contract be

classified in conformance with the wage determination. Conformance of an additional classification and wage rate and fringe benefits is appropriate only when the following criteria have been met:

1. The work to be performed by the classification requested is not performed by a classification in the wage determination; and
2. The classification is used in the area by the construction industry; and
3. The proposed wage rate, including any bona fide fringe benefits, bears a reasonable relationship to the wage rates contained in the wage determination.

B. The conformance process may not be used to split, subdivide, or otherwise avoid application of classifications listed in the wage determination.

C. If the contractor and the laborers and mechanics to be employed in the classification (if known), or their representatives, and the contracting officer agree on the classification and wage rate (including the amount designated for fringe benefits where appropriate), a report of the action taken will be sent by the contracting officer by email to DBAconformance@dol.gov. The Administrator, or an authorized representative, will approve, modify, or disapprove every additional classification action within 30 days of receipt and so advise the contracting officer or will notify the contracting officer within the 30–day period that additional time is necessary.

D. In the event the contractor, the laborers or mechanics to be employed in the classification or their representatives, and the contracting officer do not agree on the proposed classification and wage rate (including the amount designated for fringe benefits, where appropriate), the contracting officer will, by email to DBAconformance@dol.gov, refer the questions, including the views of all interested parties and the recommendation of the contracting officer, to the Administrator for determination. The Administrator, or an authorized representative, will issue a determination within 30 days of receipt and so advise the contracting officer or will notify the contracting officer within the 30–day period that additional time is necessary.

E. The contracting officer must promptly notify the contractor of the action taken by the Wage and Hour Division under 29 CFR 5.5 (a)(1)(iii)(C) and (D). The contractor must furnish a written copy of such determination to each affected worker or it must be posted as a part of the wage determination. The wage rate (including fringe benefits where appropriate) determined pursuant to 29 CFR 5.5 (a)(1)(iii)(C) or (D) must be paid to all workers performing work in the classification under this contract from the first day on which work is performed in the classification.

iv. Fringe benefits not expressed as an hourly rate

Whenever the minimum wage rate prescribed in the contract for a class of laborers or mechanics includes a fringe benefit which is not expressed as an hourly rate, the contractor may either pay the benefit as stated in the wage determination or may pay another bona fide fringe benefit or an hourly cash equivalent thereof.

v. Unfunded plans

If the contractor does not make payments to a trustee or other third person, the contractor may consider as part of the wages of any laborer or mechanic the amount of any costs reasonably anticipated in providing bona fide fringe benefits under a plan or program, *Provided,* That the Secretary of Labor has found, upon the written request of the contractor, in accordance with the criteria set forth in 29 CFR 5.28, that the applicable standards of the Davis-Bacon Act have been met. The Secretary of Labor may require the contractor to set aside in a separate account assets for the meeting of obligations under the plan or program.

vi. Interest In the event of a failure to pay all or part of the wages required by the contract, the contractor will be required to pay interest on any underpayment of wages.

2. Withholding

i. Withholding requirements

The U. S. Department of Housing and Urban Development may, upon its own action, or must, upon written request of an authorized representative of the Department of Labor, withhold or cause to be withheld from the contractor so much of the accrued payments or advances as may be considered necessary to satisfy the liabilities of the prime contractor or any subcontractor for the full amount of wages and monetary relief, including interest, required by the clauses set forth in 29 CFR 5.5(a) for violations of this contract, or to satisfy any such liabilities required by any other Federal contract, or federally assisted contract subject to Davis-Bacon labor standards, that is held by the same prime contractor (as defined in 29 CFR 5.2). The necessary funds may be withheld from the contractor under this contract, any other Federal contract with the same prime contractor, or any other federally assisted contract that is subject to Davis-Bacon labor standards requirements and is held by the same prime contractor, regardless of whether the other contract was awarded or assisted by the same agency, and such funds may be used to satisfy the contractor liability for which the funds were withheld. In the event of a contractor's failure to pay any laborer or mechanic, including any apprentice or helper working on the site of the work (or otherwise working in construction or development of the project under a development statute) all or part of the wages required by the contract, or upon the contractor's failure to submit the required records as discussed in 29 CFR 5.5(a)(3)(iv), HUD may on its own initiative and after written notice to the contractor, sponsor, applicant, owner, or other entity, as the case may be, take such action as may be necessary to cause the suspension of any further payment, advance, or guarantee of funds until such violations have ceased.

ii. Priority to withheld funds

The Department has priority to funds withheld or to be withheld in accordance with 29 CFR 5.5(a)(2)(i) or (b)(3)(i), or both, over claims to those funds by:

- **A.** A contractor's surety(ies), including without limitation performance bond sureties and payment bond sureties;
- **B.** A contracting agency for its reprocurement costs;
- **C.** A trustee(s) (either a court-appointed trustee or a U.S. trustee, or both) in bankruptcy of a contractor, or a contractor's bankruptcy estate;
- **D.** A contractor's assignee(s);
- **E.** A contractor's successor(s); or
- **F.** A claim asserted under the Prompt Payment Act, 31 U.S.C. 3901-3907.

3. Records and certified payrolls

i. Basic record requirements

- **A. Length of record retention.** All regular payrolls and other basic records must be maintained by the contractor and any subcontractor during the course of the work and preserved for all laborers and mechanics working at the site of the work (or otherwise working in construction or development of the project under a development statute) for a period of at least 3 years after all the work on the prime contract is completed.
- **B. Information required** Such records must contain the name; Social Security number; last known address, telephone number, and email address of each such worker; each worker's correct classification(s) of work actually performed; hourly rates of wages paid (including rates of contributions or costs anticipated for bona fide fringe benefits or cash equivalents thereof of the types described in 40 U.S.C. 3141(2)(B) of the Davis-Bacon Act); daily and weekly number of hours actually worked in total and on each covered contract; deductions made; and actual wages paid.
- **C. Additional records relating to fringe benefits***.* Whenever the Secretary of Labor has found under 29 CFR 5.5(a)(1)(v) that the wages of any laborer or mechanic include the amount of any

costs reasonably anticipated in providing benefits under a plan or program described in 40 U.S.C. 3141(2)(B) of the Davis-Bacon Act, the contractor must maintain records which show that the commitment to provide such benefits is enforceable, that the plan or program is financially responsible, and that the plan or program has been communicated in writing to the laborers or mechanics affected, and records which show the costs anticipated or the actual cost incurred in providing such benefits.

D. Additional records relating to apprenticeship Contractors with apprentices working under approved programs must maintain written evidence of the registration of apprenticeship programs, the registration of the apprentices, and the ratios and wage rates prescribed in the applicable programs.

ii. Certified payroll requirements

A. Frequency and method of submission The contractor or subcontractor must submit weekly, for each week in which any DBA- or Related Acts-covered work is performed, certified payrolls to HUD if the agency is a party to the contract, but if the agency is not such a party, the contractor will submit the certified payrolls to the applicant, sponsor, owner, or other entity, as the case may be, that maintains such records, for transmission to HUD. The prime contractor is responsible for the submission of all certified payrolls by all subcontractors. A contracting agency or prime contractor may permit or require contractors to submit certified payrolls through an electronic system, as long as the electronic system requires a legally valid electronic signature; the system allows the contractor, the contracting agency, and the Department of Labor to access the certified payrolls upon request for at least 3 years after the work on the prime contract has been completed; and the contracting agency or prime contractor permits other methods of submission in situations where the contractor is unable or limited in its ability to use or access the electronic system

B. Information required The certified payrolls submitted must set out accurately and completely all of the information required to be maintained under 29 CFR 5.5(a)(3)(i)(B), except that full Social Security numbers and last known addresses, telephone numbers, and email addresses must not be included on weekly transmittals. Instead, the certified payrolls need only include an individually identifying number for each worker (*e.g.*, the last four digits of the worker's Social Security number). The required weekly certified payroll information may be submitted using Optional Form WH-347 or in any other format desired. Optional Form WH-347 is available for this purpose from the Wage and Hour Division Web site at *https://www.dol.gov/sites/dolgov/files/WHD/legacy/files/wh347.pdf* or its successor website. It is not a violation of this section for a prime contractor to require a subcontractor to provide full Social Security numbers and last known addresses, telephone numbers, and email addresses to the prime contractor for its own records, without weekly submission by the subcontractor to the sponsoring government agency (or the applicant, sponsor, owner, or other entity, as the case may be, that maintains such records).

C. Statement of Compliance Each certified payroll submitted must be accompanied by a "Statement of Compliance," signed by the contractor or subcontractor, or the contractor's or subcontractor's agent who pays or supervises the payment of the persons working on the contract, and must certify the following:

1. That the certified payroll for the payroll period contains the information required to be provided under 29 CFR 5.5(a)(3)(ii), the appropriate information and basic records are being maintained under 29 CFR 5.5 (a)(3)(i), and such information and records are correct and complete;

2. That each laborer or mechanic (including each helper and apprentice) working on the contract during the payroll period has been paid the full weekly wages earned, without rebate, either directly or indirectly, and that no deductions have been made either directly or indirectly

from the full wages earned, other than permissible deductions as set forth in 29 CFR part 3; and

3. That each laborer or mechanic has been paid not less than the applicable wage rates and fringe benefits or cash equivalents for the classification(s) of work actually performed, as specified in the applicable wage determination incorporated into the contract.

D. Use of Optional Form WH-347 The weekly submission of a properly executed certification set forth on the reverse side of Optional Form WH-347 will satisfy the requirement for submission of the "Statement of Compliance" required by 29 CFR 5.5(a)(3)(ii)(C).

E. Signature The signature by the contractor, subcontractor, or the contractor's or subcontractor's agent must be an original handwritten signature or a legally valid electronic signature.

F. Falsification The falsification of any of the above certifications may subject the contractor or subcontractor to civil or criminal prosecution under 18 U.S.C. 1001 and 31 U.S.C. 3729.

G. Length of certified payroll retention The contractor or subcontractor must preserve all certified payrolls during the course of the work and for a period of 3 years after all the work on the prime contract is completed.

iii. Contracts, subcontracts, and related documents The contractor or subcontractor must maintain this contract or subcontract and related documents including, without limitation, bids, proposals, amendments, modifications, and extensions. The contractor or subcontractor must preserve these contracts, subcontracts, and related documents during the course of the work and for a period of 3 years after all the work on the prime contract is completed.

iv Required disclosures and access

A. Required record disclosures and access to workers The contractor or subcontractor must make the records required under 29 CFR 5.5(a)(3)(i)–(iii), and any other documents that HUD or the Department of Labor deems necessary to determine compliance with the labor standards provisions of any of the applicable statutes referenced by 29 CFR 5.1, available for inspection, copying, or transcription by authorized representatives of HUD or the Department of Labor, and must permit such representatives to interview workers during working hours on the job.

B. Sanctions for non-compliance with records and worker access requirements If the contractor or subcontractor fails to submit the required records or to make them available, or refuses to permit worker interviews during working hours on the job, the Federal agency may, after written notice to the contractor, sponsor, applicant, owner, or other entity, as the case may be, that maintains such records or that employs such workers, take such action as may be necessary to cause the suspension of any further payment, advance, or guarantee of funds. Furthermore, failure to submit the required records upon request or to make such records available, or to permit worker interviews during working hours on the job, may be grounds for debarment action pursuant to 29 CFR 5.12. In addition, any contractor or other person that fails to submit the required records or make those records available to WHD within the time WHD requests that the records be produced will be precluded from introducing as evidence in an administrative proceeding under 29 CFR part 6 any of the required records that were not provided or made available to WHD. WHD will take into consideration a reasonable request from the contractor or person for an extension of the time for submission of records. WHD will determine the reasonableness of the request and may consider, among other things, the location of the records and the volume of production.

C. Required information disclosures Contractors and subcontractors must maintain the full Social Security number and last known address, telephone number, and email address of each covered worker, and must provide them upon request to HUD if the agency is a party to

the contract, or to the Wage and Hour Division of the Department of Labor. If the Federal agency is not such a party to the contract, the contractor, subcontractor, or both, must, upon request, provide the full Social Security number and last known address, telephone number, and email address of each covered worker to the applicant, sponsor, owner, or other entity, as the case may be, that maintains such records, for transmission to HUD, the contractor, or the Wage and Hour Division of the Department of Labor for purposes of an investigation or other compliance action.

4. Apprentices and equal employment opportunity

i. Apprentices

A. Rate of pay Apprentices will be permitted to work at less than the predetermined rate for the work they perform when they are employed pursuant to and individually registered in a bona fide apprenticeship program registered with the U.S. Department of Labor, Employment and Training Administration, Office of Apprenticeship (OA), or with a State Apprenticeship Agency recognized by the OA. A person who is not individually registered in the program, but who has been certified by the OA or a State Apprenticeship Agency (where appropriate) to be eligible for probationary employment as an apprentice, will be permitted to work at less than the predetermined rate for the work they perform in the first 90 days of probationary employment as an apprentice in such a program. In the event the OA or a State Apprenticeship Agency recognized by the OA withdraws approval of an apprenticeship program, the contractor will no longer be permitted to use apprentices at less than the applicable predetermined rate for the work performed until an acceptable program is approved.

B. Fringe benefits Apprentices must be paid fringe benefits in accordance with the provisions of the apprenticeship program. If the apprenticeship program does not specify fringe benefits, apprentices must be paid the full amount of fringe benefits listed on the wage determination for the applicable classification. If the Administrator determines that a different practice prevails for the applicable apprentice classification, fringe benefits must be paid in accordance with that determination.

C. Apprenticeship ratio The allowable ratio of apprentices to journeyworkers on the job site in any craft classification must not be greater than the ratio permitted to the contractor as to the entire work force under the registered program or the ratio applicable to the locality of the project pursuant to 29 CFR 5.5(a)(4)(i)(D). Any worker listed on a payroll at an apprentice wage rate, who is not registered or otherwise employed as stated in 29 CFR 5.5(a)(4)(i)(A), must be paid not less than the applicable wage rate on the wage determination for the classification of work actually performed. In addition, any apprentice performing work on the job site in excess of the ratio permitted under this section must be paid not less than the applicable wage rate on the wage determination for the work actually performed.

D. Reciprocity of ratios and wage rates Where a contractor is performing construction on a project in a locality other than the locality in which its program is registered, the ratios and wage rates (expressed in percentages of the journeyworker's hourly rate) applicable within the locality in which the construction is being performed must be observed. If there is no applicable ratio or wage rate for the locality of the project, the ratio and wage rate specified in the contractor's registered program must be observed.

ii Equal employment opportunity The use of apprentices and journeyworkers under this part must be in conformity with the equal employment opportunity requirements of Executive Order 11246, as amended, and 29 CFR part 30.

5 Compliance with Copeland Act requirements. The contractor shall comply with the requirements of 29 CFR part 3, which are incorporated by reference in this contract.

6 Subcontracts. The contractor or subcontractor must insert in any subcontracts the clauses contained in 29 CFR 5.5(a)(1) through (11), along with the applicable wage determination(s) and such other clauses or contract modifications as the U.S. Department of Housing and
Urban Development may by appropriate instructions require, and a clause requiring the subcontractors to include these clauses and wage determination(s) in any lower tier subcontracts. The prime contractor is responsible for the compliance by any subcontractor or lower tier subcontractor with all the contract clauses in this section. In the event of any violations of these clauses, the prime contractor and any subcontractor(s) responsible will be liable for any unpaid wages and monetary relief, including interest from the date of the underpayment or loss, due to any workers of lower-tier subcontractors, and may be subject to debarment, as appropriate.

7 Contract termination: debarment. A breach of the contract clauses in 29 CFR 5.5 may be grounds for termination of the contract, and for debarment as a contractor and a subcontractor as provided in 29 CFR 5.12.

8 Compliance with Davis-Bacon and Related Act requirements. All rulings and interpretations of the Davis-Bacon and Related Acts contained in 29 CFR parts 1, 3, and 5 are herein incorporated by reference in this contract.

9 Disputes concerning labor standards. Disputes arising out of the labor standards provisions of this contract shall not be subject to the general disputes clause of this contract. Such disputes shall be resolved in accordance with the procedures of the Department of Labor set forth in 29 CFR parts 5, 6, and 7. Disputes within the meaning of this clause include disputes between the contractor (or any of its subcontractors) and the contracting agency, the U.S. Department of Labor, or the employees or their representatives.

10. Certification of eligibility.

i. By entering into this contract, the contractor certifies that neither it nor any person or firm who has an interest in the contractor's firm is a person or firm ineligible to be awarded Government contracts by virtue of 40 U.S.C. 3144(b) or 29 CFR 5.12(a).

ii. No part of this contract shall be subcontracted to any person or firm ineligible for award of a Government contract by virtue of 40 U.S.C. 3144(b) or 29 CFR 5.12(a).

iii. The penalty for making false statements is prescribed in the U.S. Code, Title 18 Crimes and Criminal Procedure, 18 U.S.C. 1001.

11 Anti-retaliation It is unlawful for any person to discharge, demote, intimidate, threaten, restrain, coerce, blacklist, harass, or in any other manner discriminate against, or to cause any person to discharge, demote, intimidate, threaten, restrain, coerce, blacklist, harass, or in any other manner discriminate against, any worker or job applicant for:

- **i.** Notifying any contractor of any conduct which the worker reasonably believes constitutes a violation of the DBA, Related Acts, or 29 CFR parts 1, 3, or 5;
- **ii.** Filing any complaint, initiating or causing to be initiated any proceeding, or otherwise asserting or seeking to assert on behalf of themselves or others any right or protection under the DBA, Related Acts, or 29 CFR parts 1, 3, or 5;
- **iii.** Cooperating in any investigation or other compliance action, or testifying in any proceeding under the DBA, Related Acts, or 29 CFR parts 1, 3, or 5; or
- **iv.** Informing any other person about their rights under the DBA, Related Acts, or 29 CFR parts 1, 3, or 5.

B. Contract Work Hours and Safety Standards Act (CWHSSA)

The Agency Head must cause or require the contracting officer to insert the following clauses set forth in 29 CFR 5.5(b)(1), (2), (3), (4), and (5) in full, or (for contracts covered by the Federal Acquisition Regulation) by reference, in any contract in an amount in excess of $100,000 and subject to the overtime provisions of the Contract Work Hours and Safety Standards Act. These clauses must

be inserted in addition to the clauses required by 29 CFR 5.5(a) or 4.6. As used in this paragraph, the terms "laborers and mechanics" include watchpersons and guards.

1. **Overtime requirements.** No contractor or subcontractor contracting for any part of the contract work which may require or involve the employment of laborers or mechanics shall require or permit any such laborer or mechanic in any workweek in which he or she is employed on such work to work in excess of forty hours in such workweek unless such laborer or mechanic receives compensation at a rate not less than one and one-half times the basic rate of pay for all hours worked in excess of forty hours in such workweek.
2. **Violation; liability for unpaid wages; liquidated damages.** In the event of any violation of the clause set forth in 29 CFR 5.5(b)(1) the contractor and any subcontractor responsible therefor shall be liable for the unpaid wages and interest from the date of the underpayment. In addition, such contractor and subcontractor shall be liable to the United States (in the case of work done under contract for the District of Columbia or a territory, to such District or to such territory), for liquidated damages. Such liquidated damages shall be computed with respect to each individual laborer or mechanic, including watchpersons and guards, employed in violation of the clause set forth in 29 CFR 5.5(b)(1), in the sum of $31 for each calendar day on which such individual was required or permitted to work in excess of the standard workweek of forty hours without payment of the overtime wages required by the clause set forth in 29 CFR 5.5(b)(1).
3. **Withholding for unpaid wages and liquidated damages**

i. **Withholding process** The U.S Department of Housing and Urban Development or the recipient of Federal assistance may, upon its own action, or must, upon written request of an authorized representative of the Department of Labor, withhold or cause to be withheld from the contractor so much of the accrued payments or advances as may be considered necessary to satisfy the liabilities of the prime contractor or any subcontractor for any unpaid wages; monetary relief, including interest; and liquidated damages required by the clauses set forth in 29 CFR 5.5(b) on this contract, any other Federal contract with the same prime contractor, or any other federally assisted contract subject to the Contract Work Hours and Safety Standards Act that is held by the same prime contractor (as defined in 29 CFR 5.2). The necessary funds may be withheld from the contractor under this contract, any other Federal contract with the same prime contractor, or any other federally assisted contract that is subject to the Contract Work Hours and Safety Standards Act and is held by the same prime contractor, regardless of whether the other contract was awarded or assisted by the same agency, and such funds may be used to satisfy the contractor liability for which the funds were withheld.

ii **Priority to withheld funds** The Department has priority to funds withheld or to be withheld in accordance with 29 CFR 5.5(a)(2)(i) or (b)(3)(i), or both, over claims to those funds by:

- **A.** A contractor's surety(ies), including without limitation performance bond sureties and payment bond sureties;
- **B.** A contracting agency for its reprocurement costs;
- **C.** A trustee(s) (either a court-appointed trustee or a U.S. trustee, or both) in bankruptcy of a contractor, or a contractor's bankruptcy estate;
- **D.** A contractor's assignee(s);
- **E.** A contractor's successor(s); or
- **F.** A claim asserted under the Prompt Payment Act, 31 U.S.C. 3901-3907.

4. ***Subcontracts***. The contractor or subcontractor must insert in any subcontracts the clauses set forth in 29 CFR 5.5(b)(1) through (5) and a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime contractor is responsible for compliance by any subcontractor or lower tier subcontractor with the clauses set forth in 29 CFR 5.5(b)(1) through (5). In the event of any violations of these clauses, the prime contractor and any subcontractor(s) responsible will be liable for any unpaid wages and monetary relief, including interest from the date of the underpayment or loss,

due to any workers of lower-tier subcontractors, and associated liquidated damages and may be subject to debarment, as appropriate.

5 Anti-retaliation It is unlawful for any person to discharge, demote, intimidate, threaten, restrain, coerce, blacklist, harass, or in any other manner discriminate against, or to cause any person to discharge, demote, intimidate, threaten, restrain, coerce, blacklist, harass, or in any other manner discriminate against, any worker or job applicant for:

- **i.** Notifying any contractor of any conduct which the worker reasonably believes constitutes a violation of the Contract Work Hours and Safety Standards Act (CWHSSA) or its implementing regulations in 29 CFR part 5;
- **ii.** Filing any complaint, initiating or causing to be initiated any proceeding, or otherwise asserting or seeking to assert on behalf of themselves or others any right or protection under CWHSSA or 29 CFR part 5;
- **iii.** Cooperating in any investigation or other compliance action, or testifying in any proceeding under CWHSSA or 29 CFR part 5; or
- **iv.** Informing any other person about their rights under CWHSSA or 29 CFR part 5.

C. CWHSSA required records clause In addition to the clauses contained in 29 CFR 5.5(b), in any contract subject only to the Contract Work Hours and Safety Standards Act and not to any of the other laws referenced by 29 CFR 5.1, the Agency Head must cause or require the contracting officer to insert a clause requiring that the contractor or subcontractor must maintain regular payrolls and other basic records during the course of the work and must preserve them for a period of 3 years after all the work on the prime contract is completed for all laborers and mechanics, including guards and watchpersons, working on the contract. Such records must contain the name; last known address, telephone number, and email address; and social security number of each such worker; each worker's correct classification(s) of work actually performed; hourly rates of wages paid; daily and weekly number of hours actually worked; deductions made and actual wages paid. Further, the Agency Head must cause or require the contracting officer to insert in any such contract a clause providing that the records to be maintained under this paragraph must be made available by the contractor or subcontractor for inspection, copying, or transcription by authorized representatives of the (write the name of agency) and the Department of Labor, and the contractor or subcontractor will permit such representatives to interview workers during working hours on the job.

D. Incorporation of contract clauses and wage determinations by reference Although agencies are required to insert the contract clauses set forth in this section, along with appropriate wage determinations, in full into covered contracts, and contractors and subcontractors are required to insert them in any lower-tier subcontracts, the incorporation by reference of the required contract clauses and appropriate wage determinations will be given the same force and effect as if they were inserted in full text.

E. Incorporation by operation of law The contract clauses set forth in this section (or their equivalent under the Federal Acquisition Regulation), along with the correct wage determinations, will be considered to be a part of every prime contract required by the applicable statutes referenced by 29 CFR 5.1 to include such clauses, and will be effective by operation of law, whether or not they are included or incorporated by reference into such contract, unless the Administrator grants a variance, tolerance, or exemption from the application of this paragraph. Where the clauses and applicable wage determinations are effective by operation of law under this paragraph, the prime contractor must be compensated for any resulting increase in wages in accordance with applicable law.

F. HEALTH AND SAFETY

The provisions of this paragraph (F) are applicable where the amount of the prime contract exceeds **$100,000**.

1. No laborer or mechanic shall be required to work in surroundings or under working conditions which are unsanitary, hazardous, or dangerous to his or her health and safety, as determined under construction safety and health standards promulgated by the Secretary of Labor by regulation.
2. The contractor shall comply with all regulations issued by the Secretary of Labor pursuant to 29 CFR Part 1926 and failure to comply may result in imposition of sanctions pursuant to the Contract Work Hours and Safety Standards Act, (Public Law 91-54, 83 Stat 96), 40 U.S.C. § 3701 et seq.
3. The contractor shall include the provisions of this paragraph in every subcontract, so that such provisions will be binding on each subcontractor. The contractor shall take such action with respect to any subcontractor as the Secretary of Housing and Urban Development or the Secretary of Labor shall direct as a means of enforcing such provisions.

The Grantee and its Contractors / Subcontractors must comply with the requirements of the Build America, Buy America (BABA) Act, 41 USC 8301 note, and all applicable rules and notices, as may be amended, if applicable to the Grantee's infrastructure project. Pursuant to HUD's Notice, "Public Interest Phased Implementation Waiver for FY 2022 and 2023 of Build America, Buy America Provisions as Applied to Recipients of HUD Federal Financial Assistance" (88 FR 17001), any funds obligated by HUD on or after the applicable listed effective dates, are subject to BABA requirements, unless excepted by a waiver.

This document contain all necessary links and forms to ensure grantee compliance:

- Additional guidance in IEDA's CDBG Management Guide, Chapter 2: **https://opportunityiowa.gov/media/3818/download?inline**
- Additional information, including any published waivers, is posted on the HUD website, **https://www.hud.gov/hud-partners/baba**
- Link to the BABA Claim Certification Request: **https://opportunityiowa.gov/media/3846/download?inline**
- Link to the BABA Project Items Status Worksheet: **https://opportunityiowa.gov/media/3848/download?inline**
- More detailed information on BABA-covered items (page 2 of this document);
- Required language to insert into Professional Services Agreements (Page 3);
- BABA performance specifications to include in Bid Specifications documents (Page 4);
- Required language to insert into Contractor/Subcontractor Agreements (Page 5);
- Sample BABA Product Certifications (Pages 5 & 6)

1. 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 ofcoatings, occurred in the United States.
2. 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.
3. All construction materials are manufactured in the United States. This means that all manufacturing processes for the construction material occurred in the United States.

BABA Covered and Non Covered Items

- Iron and steel + manufactured products + construction materials
- Items should only be classified into ONE of the three categories
- Applies to items consumed in, incorporated into or affixed to an infrastructure project (aka permanently incorporated)
- Does not apply to items brought to and removed from the construction site prior to the completion of the infrastructure project (e.g., temporary scaffolding)
- Does not apply to equipment and furnishings that are used at or within the finished infrastructure project (e.g., movable chairs, desks, portable computer equipment)

Definition of Iron and Steel -

- Items that are predominantly iron or steel, unless another standard applies under law or regulation
- All manufacturing processes, from the initial melting stage through the application of coatings, must occur in the U.S.

Definition of Manufactured Products -

- Manufactured in the U.S.
- Cost of components that are mined, produced, or manufactured in the U.S. 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 has been established under applicable law or regulation

Construction Materials -

Includes:

- Non-ferrous metals
- Plastic and polymer-based products (including PVC, composite building materials, and polymers used in fiber optic cables)
- Glass (including optic glass)
- Lumber
- Drywall

Excludes:

- Items made primarily of iron or steel
- Manufactured products
- Cement and cementitious materials
- Aggregates such as stone, sand, or gravel
- Aggregate binding agents/additives

LANGUAGE FOR INCLUSION IN CONTRACTS AND SUBCONTRACTS

Build America, Buy America Procurement Bid Language

BABA Language for Inclusion into Professional Services Agreements:

The Grantee and its Contractors/Subcontractors must comply with the requirements of the Build America, Buy America (BABA) Act, 41 USC 8301 note, and all applicable rules and notices, as may be amended, if applicable to the Grantee's infrastructure project. Pursuant to HUD's Notice, "Public Interest Phased Implementation Waiver for FY 2022 and 2023 of Build America, Buy America Provisions as Applied to Recipients of HUD Federal Financial Assistance" (88 FR 17001), any funds obligated by HUD on or after the applicable listed effective dates, are subject to BABA requirements, unless excepted by a waiver.

This agreement is for professional services related to a project that is subject to the Build America, Buy America Act (BABA) requirements under Title IX of the Infrastructure Investment and Jobs Act ("IIJA"), Pub. L. 177-58. While professional services are not subject to BABA, the Provider understands that they are responsible for ensuring that, absent a waiver by the Department of Housing and Urban Development, Provider shall not approve for use in this project, any iron, steel, manufactured products, or construction materials unless such materials have been produced in the United States. Provider shall obtain all necessary compliance certificates for work that is within provider's scope of work. Failure to do so shall be a default under this agreement. Guidance on complying with BABA is outlined by Office of Management and Budget's Memorandum M-24-02, Implementation Guidance on Application of Buy America Preference in Federal Financial Assistance Programs for Infrastructure.

DOCUMENT 00 74 03

SPECIAL BUILD AMERICA, BUY AMERICA REQUIREMENTS

PART 1 GENERAL

1.01 SECTION INCLUDES

A. Build America, Buy America Act (BABA) Certification
   1. In accordance with BABA requirements the Owner must maintain documentation of compliance with the BABA requirements. Manufacturer shall supply certifications of compliance for all products subject to BABA requirements. Certification must be dated within 6 months of its submittal to the Owner and include the following:
      a. Identification of the specific product(s) and quantities to be delivered to the site.
      b. Identification of where the product(s) was made including the location(s) of foundry/mill/factory where the product(s) was manufactured (City and State).
      c. Name of the project and the location of the project where the product(s) will be delivered.
      d. Signature of company representative.
      e. Specific reference to American Iron and Steel. Reference to Buy America, Made in USA, Buy America Act, or any state domestic preference is not acceptable.
   2. BABA Certification must be submitted prior to or upon delivery of the product(s) to the project location.
   3. BABA certification must meet the content requirements set forth in this Section.
   4. Failure to supply BABA certifications as required will result in delays in progress payments until such time that the BABA requirements are met.
   5. Additional BABA information and certification examples are attached to this Specification Section.
   6. Contractor to notify Engineer of any products that need to be utilized in the project for which no BABA products are available.

END OF SECTION

LANGUAGE FOR INCLUSION IN CONTRACTS AND SUBCONTRACTS

Build America, Buy America Procurement Bid Language

BABA Language for Inclusion into Contracts/Subcontracts

The Grantee and its Contractors/Subcontractors must comply with the requirements of the Build America, Buy America (BABA) Act, 41 USC 8301 note, and all applicable rules and notices, as may be amended, if applicable to the Grantee's infrastructure project. Pursuant to HUD's Notice, "Public Interest Phased Implementation Waiver for FY 2022 and 2023 of Build America, Buy America Provisions as Applied to Recipients of HUD Federal Financial Assistance" (88 FR 17001), any funds obligated by HUD on or after the applicable listed effective dates, are subject to BABA requirements, unless excepted by a waiver.

This agreement is for services related to a project that is subject to the Build America, Buy America Act (BABA) requirements under Title IX of the Infrastructure Investment and Jobs Act ("IIJA"), Pub. L. 177-58. Absent an approved waiver, all iron, steel, manufactured products, and construction materials used in this project must be produced in the United States, as further outlined by the Office of Management and Budget's Memorandum M-24-02, Implementation Guidance on Application of Buy America Preference in Federal Financial Assistance Programs for Infrastructure.

Sample Certifications

As indicated in the contract language, it will be the responsibility of the Contractor to obtain certifications that the products and materials used in the project are U.S.-made. EPA recommends the use of a step certification process for documenting compliance with BABA requirements, similar to one used by the Federal Highway Administration. Step certification creates a paper trail which documents the location of the manufacturing process involved with the production of steel and iron materials. Each handler (supplier, fabricator, manufacturer, processor, coater, etc.) of the iron and steel products certifies that their step in the process was domestically performed.

The following information is provided as a sample letter of step certification for BABA compliance. Documentation must be provided on company letterhead. In this example, there may be multiple letters from different manufacturers if one manufacturer did not perform all of the steps.

Date

Company Name
Company Address
City, State Zip

Subject: Build America, Buy America Step Certification for Project (XXXXXXXXXX)

I, (company representative), certify that the (melting, bending, coating, galvanizing, cutting, etc.) process for (manufacturing or fabricating) the following products and/or materials shipped or provided for the subject project is in full compliance with the Build America, Buy America requirement as mandated in EPA's State Revolving Fund Programs.

Item, Products and/or Materials:

1. Xxxx
2. Xxxx
3. Xxxx

Such process took place at the following location:

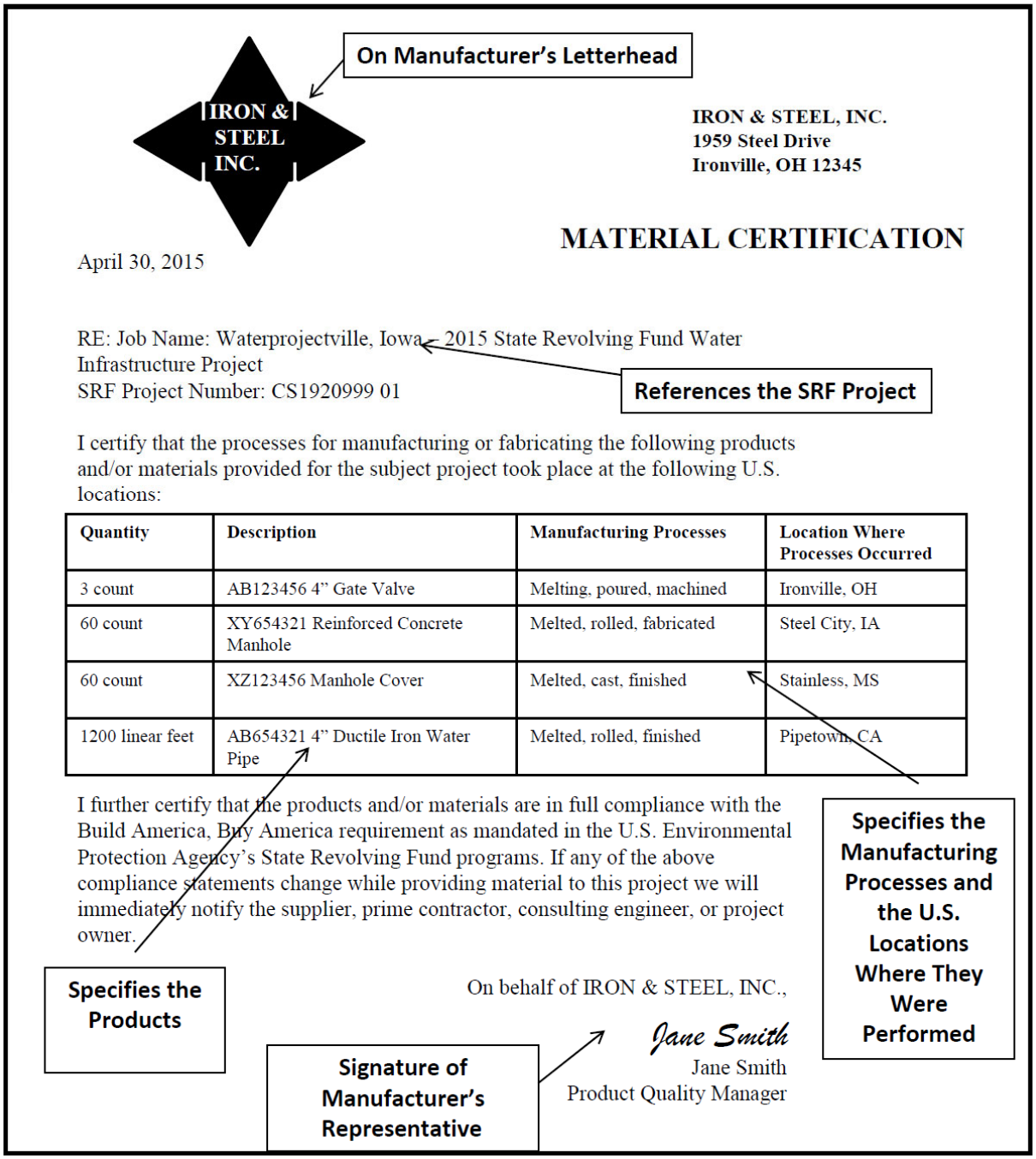
_____

If any of the above compliance statements change while providing material to this project we will immediately notify the prime contractor and the engineer.

Signed by company representative

Alternatively, the final manufacturer that delivers the iron or steel product to the worksite, vendor, or contractor, may provide a certification asserting that all manufacturing processes occurred in the U.S. and providing detailed information on the steps involved.

The following is a template for this type of final certification.



ADDENDUM IV – CUSTOM LANGUAGE THAT MUST BE IN AGREEMENT BODY

- **All contracts utilizing CDBG funds must contain a termination clause that specifies the following:**
  - Under what conditions the clause may be imposed;
  - The form the termination notice must take (e.g., certified letter);
  - The time frame required between the notice of termination and its effective date;
  - The method used to compute the final payment(s) to the contractor;

  ➔ *Consult your local counsel to prepare appropriate termination clauses for the nature of your project.*

- **Liquidated Damages / Time is of the Essence:**
  - Grantees must include a liquidated damages clause in their professional services and construction contracts that aligns with the period of performance / contract term with the IEDA grant agreements;
  - This adds protections for the grantee should a contractor not complete work within the grant agreement term;

EXAMPLE Liquidated Damages Clause:

"Time is of the essence *in the performance of this Contract. The Contractor acknowledges that the timely completion of the Project is a material term of this Agreement and that delays in the completion of the Project will result in substantial damages to the Owner, including but not limited to potential loss of CDBG funds, delays in project utilization, and additional administrative costs.*

The parties agree that actual damages for delay would be difficult to determine with certainty and that the amount set forth herein represents a reasonable estimate of such damages and is not intended as a penalty.

Therefore, if the Contractor fails to complete the work required under this Agreement by the Completion Date specified in the contract or any extension thereof approved in writing by the Owner, ***liquidated damages shall be assessed at a rate of _____ dollars ($XXX.00) for each calendar day beyond the Completion Date*** *that the work remains incomplete.*

These liquidated damages shall be deducted from any payments due or to become due to the Contractor, or, if such payments are insufficient, shall be immediately due and payable by the Contractor to the Owner upon demand.

Nothing in this provision shall be construed to limit any other rights or remedies available to the Owner under this Agreement, at law, or in equity."

➔ *Consult your local counsel to prepare appropriate liquidated damages clauses for the nature of your project.*

❖ **"Or Equal Clause"**

"Pursuant to federal procurement requirements applicable to CDBG-funded projects, no specification shall be written in such a manner as to unduly restrict competition. References to brand names or specific products are for descriptive purposes only. Products of equal or greater quality and performance will be accepted, subject to review and approval. The Contractor shall not be limited to brand names specified, provided the proposed substitute meets or exceeds the required standards.

Wherever a specific brand name, make, or model is specified in the contract documents, it is intended to establish a standard of quality, function, and performance. Unless stated otherwise, the phrase 'or equal' shall be implied. The Contractor may propose substitute products that are equal in quality, design, performance, and durability, subject to approval by the Owner or Architect/Engineer."

Recommended language inclusion for Bids:

"Requests for substitution of materials or equipment must be submitted in writing and include complete documentation showing equivalency, including specifications, product literature, certifications, and test results. Substitutions must be submitted to Architect/Engineer of record no later than [10] days after contract award or within a reasonable time before needed for installation. Approval is at the sole discretion of the Owner or Architect/Engineer, and approved substitutes shall be incorporated at no additional cost or delay to the project."