

## ASSISTANCE AGREEMENT

1. Award No. DE-SC0001339		2. Modification No.	3. Effective Date 08/10/2009	4. CFDA No. 81.128
5. Awarded To CITY OF LANCASTER, INC Attn: Steven Dassler 44933 N FERN AVE LANCASTER CA 935342461		6. Sponsoring Office Oak Ridge U.S. Department of Energy P.O. Box 2001 Oak Ridge TN 37831		7. Period of Performance 08/10/2009 through 08/09/2012
8. Type of Agreement <input checked="" type="checkbox"/> Grant <input type="checkbox"/> Cooperative Agreement <input type="checkbox"/> Other	9. Authority Energy Independence and Security Act (EISA) of 2007		10. Purchase Request or Funding Document No. 09SC004931	
11. Remittance Address CITY OF LANCASTER, INC Attn: CATHY PETROSKY 44933 N FERN AVE LANCASTER CA 935342461		12. Total Amount Govt. Share: \$1,358,800.00 Cost Share : \$0.00 Total : \$1,358,800.00		13. Funds Obligated This action: \$1,358,800.00 Total : \$1,358,800.00
14. Principal Investigator Steven Dassler 661-948-6863 Mark Bozigian 661-723-6133		15. Program Manager Martha J. Kass Phone: 865-576-0717		16. Administrator Oak Ridge U.S. Department of Energy P.O. Box 2001 Oak Ridge TN 37831
17. Submit Payment Requests To OR for Oak Ridge/OSTI U.S. Department of Energy Oak Ridge Office Oak Ridge Financial Service Center P.O. Box 6017 Oak Ridge TN 37831		18. Paying Office		19. Submit Reports To See Reporting Requirements Checklist
20. Accounting and Appropriation Data Block Grant				
21. Research Title and/or Description of Project CITY OF LANCASTER, CA EECBG				
For the Recipient		For the United States of America		
22. Signature of Person Authorized to Sign		25. Signature of Grants/Agreements Officer <i>Beverly J. Harness</i>		
23. Name and Title	24. Date Signed	26. Name of Officer BEVERLY HARNESS		27. Date Signed 08/10/2009

<b>CONTINUATION SHEET</b>	REFERENCE NO. OF DOCUMENT BEING CONTINUED	PAGE	OF
	DE-SC0001339	2	2

NAME OF OFFEROR OR CONTRACTOR  
CITY OF LANCASTER, INC

ITEM NO. (A)	SUPPLIES/SERVICES (B)	QUANTITY (C)	UNIT (D)	UNIT PRICE (E)	AMOUNT (F)
	DUNS Number: 151324167 TAS::89 0331::TAS Recovery EECEBG for Lancaster, CA ASAP: Yes Extent Competed: NOT AVAIL FOR COMP Delivery Location Code: 00522 Oak Ridge Office U.S. Department of Energy Oak Ridge Office 230 Warehouse Road Oak Ridge TN 37830  Payment: OR for Oak Ridge/OSTI U.S. Department of Energy Oak Ridge Financial Service Center P.O. Box 6017 Oak Ridge TN 37831  Fund: 05796 Appr Year: 2009 Allottee: 30 Report Entity: 471999 Object Class: 41000 Program: 1005115 Project: 2004350 WFO: 0000000 Local Use: 0000000 TAS Agency: 89 TAS Account: 0331				

**SPECIAL TERMS AND CONDITIONS FOR THE ENERGY EFFICIENCY AND CONSERVATION  
BLOCK GRANT PROGRAM – FORMULA GRANTS – JULY 2009**

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**SPECIAL TERMS AND CONDITIONS FOR THE ENERGY EFFICIENCY AND CONSERVATION BLOCK GRANT PROGRAM – FORMULA GRANTS – JULY 2009**

**1. RESOLUTION OF CONFLICTING CONDITIONS**

Any apparent inconsistency between Federal statutes and regulations and the terms and conditions contained in this award must be referred to the DOE Award Administrator for guidance.

**2. AWARD AGREEMENT TERMS AND CONDITIONS**

This award/agreement consists of the Grant and Cooperative Agreement cover page, plus the following:

a. Special terms and conditions.

b. Attachments:

<u>Attachment No.</u>	<u>Title</u>
1	Intellectual Property Provisions
2	Project Activity Worksheet(s)
3	Federal Assistance Reporting Checklist
4	Budget Pages
5	Davis-Bacon Act Wage Determination(s), if applicable
6	Special Requirements, if applicable

c. Applicable program regulations: Title V, Subtitle E of the Energy Independence Security Act (EISA) of 2007, Public Law 110-140.

d. DOE Assistance Regulations, 10 CFR Part 600 at <http://ecfr.gpoaccess.gov> and if the award is for research and to a university or non-profit, the Research Terms & Conditions and the DOE Agency Specific Requirements at <http://www.nsf.gov/bfa/dias/policy/rtc/index.jsp>.

e. Application/proposal as approved by DOE.

f. National Policy Assurances to Be Incorporated as Award Terms in effect on date of award at [http://management.energy.gov/business\\_doe/1374.htm](http://management.energy.gov/business_doe/1374.htm)

**3. AWARD PROJECT PERIOD AND BUDGET PERIODS**

The Project Period for this award is 8/10/2009 through 8/9/2012 consisting of the following Budget Periods.

Budget Period	Start Date	End Date
36 months	8/10/2009	8/9/2012

**4. PAYMENT PROCEDURES - ADVANCES THROUGH THE AUTOMATED STANDARD APPLICATION FOR PAYMENTS (ASAP) SYSTEM**

a. Method of Payment. Payment will be made by advances through the Department of Treasury's ASAP system.

b. Requesting Advances. Requests for advances must be made through the ASAP system. You may submit requests as frequently as required to meet your needs to disburse funds for the Federal share of project costs. If feasible, you should time each request so that you receive payment on the same day that you disburse funds for direct project costs and the proportionate share of any allowable indirect

costs. If same-day transfers are not feasible, advance payments must be as close as is administratively feasible to actual disbursements.

- c. Adjusting payment requests for available cash. You must disburse any funds that are available from repayments to and interest earned on a revolving fund, program income, rebates, refunds, contract settlements, audit recoveries, credits, discounts, and interest earned on any of those funds before requesting additional cash payments from DOE/NNSA.
- d. Payments. All payments are made by electronic funds transfer to the bank account identified on the ASAP Bank Information Form that you filed with the U.S. Department of Treasury.

**5. INCREMENTAL FUNDING AND MAXIMUM OBLIGATION - COEXTENSIVE BUDGET PERIOD AND PROJECT PERIOD**

This award is funded on an incremental basis. The maximum obligation of the DOE/NNSA is limited to the amount shown on the Agreement Face Page. You are not obligated to continue performance of the project beyond the total amount obligated and your pro rata share of the project costs, if cost sharing is required. Additional funding is contingent upon the availability of appropriated funds and substantial progress towards meeting the objectives of the award.

**6. COST SHARING FFRDC'S NOT INVOLVED**

Applicable only if cost sharing is included in the award.

- a. Total Estimated Project Cost is the sum of the Government share and Recipient share of the estimated project costs. The Recipient's cost share must come from non-Federal sources unless otherwise allowed by law. By accepting federal funds under this award, you agree that you are liable for your percentage share of total allowable project costs, on a budget period basis, even if the project is terminated early or is not funded to its completion. This cost is shared as follows:

Budget Period No.	Budget Period Start	Government Share \$/%	Recipient Share \$/%	Total Estimated Cost
<b>Total Project</b>				

- b. If you discover that you may be unable to provide cost sharing of at least the amount identified in paragraph a of this article, you should immediately provide written notification to the DOE Award Administrator indicating whether you will continue or phase out the project. If you plan to continue the project, the notification must describe how replacement cost sharing will be secured.
- c. You must maintain records of all project costs that you claim as cost sharing, including in-kind costs, as well as records of costs to be paid by DOE/NNSA. Such records are subject to audit.
- d. Failure to provide the cost sharing required by this Article may result in the subsequent recovery by DOE/NNSA of some or all the funds provided under the award.

**7. REBUDGETING AND RECOVERY OF INDIRECT COSTS**

The applicable clause is marked below.

**REBUDGETING AND RECOVERY OF INDIRECT COSTS - REIMBURSABLE INDIRECT COSTS AND FRINGE BENEFITS**

- a. If actual allowable indirect costs and fringe benefits are less than those budgeted and funded under the award, you may use the difference to pay additional allowable direct costs during the project period. If at the completion of the award the Government's share of total allowable costs (i.e., direct, indirect, fringe benefits), is less than the total costs reimbursed, you must refund the difference.
- b. Recipients are expected to manage their indirect costs and fringe benefits. DOE will not amend an award solely to provide additional funds for changes in indirect costs and fringe benefits. DOE recognizes that the inability to obtain full reimbursement for indirect costs and fringe benefits means the recipient must absorb the underrecovery. Such underrecovery may be allocated as part of the organization's required cost sharing.

**REBUDGETING AND RECOVERY OF INDIRECT COSTS – REIMBURSABLE INDIRECT COSTS**

- a. If actual allowable indirect costs are less than those budgeted and funded under the award, you may use the difference to pay additional allowable direct costs during the project period. If at the completion of the award the Government's share of total allowable costs (i.e., direct and indirect), is less than the total costs reimbursed, you must refund the difference.
- b. Recipients are expected to manage their indirect costs. DOE will not amend an award solely to provide additional funds for changes in indirect cost rates. DOE recognizes that the inability to obtain full reimbursement for indirect costs means the recipient must absorb the underrecovery. Such underrecovery may be allocated as part of the organization's required cost sharing.
- c. The budget for this award includes indirect costs, but does not include fringe benefits. Therefore, fringe benefit costs shall not be charged to nor shall reimbursement be requested for this project nor shall the fringe benefit costs for this project be allocated to any other federally sponsored project. In addition, fringe benefit costs shall not be counted as cost share unless approved by the Contracting Officer.

**REBUDGETING AND RECOVERY OF INDIRECT COSTS - INDIRECT COSTS AND FRINGE BENEFITS ARE NOT REIMBURSABLE**

The budget for this award does not include indirect costs or fringe benefits. Therefore, these expenses shall not be charged to nor reimbursement requested for this project nor shall the fringe and indirect costs from this project be allocated to any other federally sponsored project. In addition, indirect costs or fringe benefits shall not be counted as cost share unless approved by the Contracting Officer.

**8. CEILING ON ADMINISTRATIVE COSTS**

- a. Recipients may not use more than 10 percent of amounts provided under this program, or \$75,000, whichever is greater (EISA Sec 545(b)(3)(A), for administrative expenses, excluding the costs of meeting the reporting requirements under Title V, Subtitle E of EISA. These costs should be captured and summarized for each activating under the Projected Costs Within Budget: Administration.
- b. Recipients are expected to manage their administrative costs. DOE will not amend an award solely to provide additional funds for changes in administrative costs. The Recipient shall not be reimbursed on

this project for any final administrative costs that are in excess of the designated 10 percent administrative cost ceiling. In addition, the Recipient shall neither count costs in excess of the administrative cost ceiling as cost share, nor allocate such costs to other federally sponsored projects, unless approved by the Contracting Officer.

**9. LIMITATIONS ON USE OF FUNDS**

- a. Recipients may not use more than 20 percent or \$250,000, whichever is greater (EISA Sec 545(b)(3)(B), for the establishment of revolving loan funds.
- b. Recipients may not use more than 20 percent or \$250,000, whichever is greater (EISA Sec 545(b)(3)(C), for subgrants to nongovernmental organizations for the purpose of assisting in the implementation of the energy efficiency and conservation strategy of the eligible unit of local government.

**10. PRE-AWARD COSTS**

You are entitled to reimbursement for costs incurred on or after N/A, as authorized by the pre-award costs letter dated N/A, if such costs are allowable in accordance with the applicable Federal cost principles referenced in 10 CFR Part 600.

**11. USE OF PROGRAM INCOME - ADDITION**

If you earn program income during the project period as a result of this award, you may add the program income to the funds committed to the award and use it to further eligible project objectives.

**12. STATEMENT OF FEDERAL STEWARDSHIP**

DOE/NNSA will exercise normal Federal stewardship in overseeing the project activities performed under this award. Stewardship activities include, but are not limited to, conducting site visits; reviewing performance and financial reports; providing technical assistance and/or temporary intervention in unusual circumstances to correct deficiencies which develop during the project; assuring compliance with terms and conditions; and reviewing technical performance after project completion to ensure that the award objectives have been accomplished.

**13. SITE VISITS**

DOE's authorized representatives have the right to make site visits at reasonable times to review project accomplishments and management control systems and to provide technical assistance, if required. You must provide, and must require your subawardees to provide, reasonable access to facilities, office space, resources, and assistance for the safety and convenience of the government representatives in the performance of their duties. All site visits and evaluations must be performed in a manner that does not unduly interfere with or delay the work.

**14. REPORTING REQUIREMENTS**

- a. Requirements. The reporting requirements for this award are identified on the Federal Assistance Reporting Checklist, DOE F 4600.2, attached to this award. Failure to comply with these reporting requirements is considered a material noncompliance with the terms of the award. Noncompliance may result in withholding of future payments, suspension, or termination of the current award, and withholding of future awards. A willful failure to perform, a history of failure to perform, or unsatisfactory performance of this and/or other financial assistance awards, may also result in a debarment action to preclude future awards by Federal agencies.
- b. Dissemination of scientific/technical reports. Scientific/technical reports submitted under this award will be disseminated on the Internet via the DOE Information Bridge ([www.osti.gov/bridge](http://www.osti.gov/bridge)), unless the

report contains patentable material, protected data, or SBIR/STTR data. Citations for journal articles

- c. produced under the award will appear on the DOE Energy Citations Database ([www.osti.gov/energycitations](http://www.osti.gov/energycitations)).
- d. Restrictions. Reports submitted to the DOE Information Bridge must not contain any Protected Personal Identifiable Information (PII), limited rights data (proprietary data), classified information, information subject to export control classification, or other information not subject to release.

## 15. PUBLICATIONS

- a. You are encouraged to publish or otherwise make publicly available the results of the work conducted under the award.
- b. An acknowledgment of Federal support and a disclaimer must appear in the publication of any material, whether copyrighted or not, based on or developed under this project, as follows:

Acknowledgment: "This material is based upon work supported by the Department of Energy under Award Number [*Enter the award number*]."

Disclaimer: "This report was prepared as an account of work sponsored by an agency of the United States Government. Neither the United States Government nor any agency thereof, nor any of their employees, makes any warranty, express or implied, or assumes any legal liability or responsibility for the accuracy, completeness, or usefulness of any information, apparatus, product, or process disclosed, or represents that its use would not infringe privately owned rights. Reference herein to any specific commercial product, process, or service by trade name, trademark, manufacturer, or otherwise does not necessarily constitute or imply its endorsement, recommendation, or favoring by the United States Government or any agency thereof. The views and opinions of authors expressed herein do not necessarily state or reflect those of the United States Government or any agency thereof."

## 16. FEDERAL, STATE, AND MUNICIPAL REQUIREMENTS

You must obtain any required permits and comply with applicable federal, state, and municipal laws, codes, and regulations for work performed under this award.

## 17. INTELLECTUAL PROPERTY PROVISIONS AND CONTACT INFORMATION

- a. The intellectual property provisions applicable to this award are provided as an attachment to this award or are referenced on the Agreement Face Page. A list of all intellectual property provisions may be found at [http://www.gc.doe.gov/financial\\_assistance\\_awards.htm](http://www.gc.doe.gov/financial_assistance_awards.htm).
- b. Questions regarding intellectual property matters should be referred to the DOE Award Administrator and the Patent Counsel designated as the service provider for the DOE office that issued the award. The IP Service Providers List is found at [http://www.gc.doe.gov/documents/Intellectual\\_Property\\_\(IP\)\\_Service\\_Providers\\_for\\_Acquisition.pdf](http://www.gc.doe.gov/documents/Intellectual_Property_(IP)_Service_Providers_for_Acquisition.pdf)

## 18. LOBBYING RESTRICTIONS

By accepting funds under this award, you agree that none of the funds obligated on the award shall be expended, directly or indirectly, to influence congressional action on any legislation or appropriation matters pending before Congress, other than to communicate to Members of Congress as described in 18 U.S.C. 1913. This restriction is in addition to those prescribed elsewhere in statute and regulation.

## 19. NOTICE REGARDING THE PURCHASE OF AMERICAN-MADE EQUIPMENT AND PRODUCTS -- SENSE OF CONGRESS



It is the sense of the Congress that, to the greatest extent practicable, all equipment and products purchased with funds made available under this award should be American-made.

**20. INSOLVENCY, BANKRUPTCY OR RECEIVERSHIP**

- a. You shall immediately notify the DOE of the occurrence of any of the following events: (i) you or your parent's filing of a voluntary case seeking liquidation or reorganization under the Bankruptcy Act; (ii) your consent to the institution of an involuntary case under the Bankruptcy Act against you or your parent; (iii) the filing of any similar proceeding for or against you or your parent, or its consent to, the dissolution, winding-up or readjustment of your debts, appointment of a receiver, conservator, trustee, or other officer with similar powers over you, under any other applicable state or federal law; or (iv) your insolvency due to your inability to pay your debts generally as they become due.
- b. Such notification shall be in writing and shall: (i) specifically set out the details of the occurrence of an event referenced in paragraph a; (ii) provide the facts surrounding that event; and (iii) provide the impact such event will have on the project being funded by this award.
- c. Upon the occurrence of any of the four events described in the first paragraph, DOE reserves the right to conduct a review of your award to determine your compliance with the required elements of the award (including such items as cost share, progress towards technical project objectives, and submission of required reports). If the DOE review determines that there are significant deficiencies or concerns with your performance under the award, DOE reserves the right to impose additional requirements, as needed, including (i) change your payment method; or (ii) institute payment controls.
- d. Failure of the Recipient to comply with this provision may be considered a material noncompliance of this financial assistance award by the Contracting Officer.

**21. NATIONAL ENVIRONMENTAL POLICY ACT (NEPA) REQUIREMENTS**

You are restricted from taking any action using Federal funds, which would have an adverse effect on the environment or limit the choice of reasonable alternatives prior to DOE/NNSA providing either a NEPA clearance or a final NEPA decision regarding this project. Prohibited actions include: None. This restriction does not preclude you from: None.

If you move forward with activities that are not authorized for federal funding by the DOE Contracting Officer in advance of the final NEPA decision, you are doing so at risk of not receiving federal funding and such costs may not be recognized as allowable cost share.

If this award includes construction activities, you must submit an environmental evaluation report/evaluation notification form addressing NEPA issues prior to DOE/NNSA initiating the NEPA process.

**22. DECONTAMINATION AND/OR DECOMMISSIONING (D&D) COSTS**

Notwithstanding any other provisions of this Agreement, the Government shall not be responsible for or have any obligation to the recipient for (i) Decontamination and/or Decommissioning (D&D) of any of the recipient's facilities, or (ii) any costs which may be incurred by the recipient in connection with the D&D of any of its facilities due to the performance of the work under this Agreement, whether said work was performed prior to or subsequent to the effective date of this Agreement.

**23. SPECIAL PROVISIONS RELATING TO WORK FUNDED UNDER AMERICAN RECOVERY AND REINVESTMENT ACT OF 2009 (MAY 2009)**

Preamble

The American Recovery and Reinvestment Act of 2009, Pub. L. 111-5, (Recovery Act) was enacted to preserve and create jobs and promote economic recovery, assist those most impacted by the recession, provide investments needed to increase economic efficiency by spurring technological advances in science and health, invest in transportation, environmental protection, and other infrastructure that will provide long-term economic benefits, stabilize State and local government budgets, in order to minimize and avoid reductions in essential services and counterproductive State and local tax increases. Recipients shall use grant funds in a manner that maximizes job creation and economic benefit.

The Recipient shall comply with all terms and conditions in the Recovery Act relating generally to governance, accountability, transparency, data collection and resources as specified in Act itself and as discussed below.

Recipients should begin planning activities for their first tier subrecipients, including obtaining a DUNS number (or updating the existing DUNS record), and registering with the Central Contractor Registration (CCR).

Be advised that Recovery Act funds can be used in conjunction with other funding as necessary to complete projects, but tracking and reporting must be separate to meet the reporting requirements of the Recovery Act and related guidance. For projects funded by sources other than the Recovery Act, Contractors must keep separate records for Recovery Act funds and to ensure those records comply with the requirements of the Act.

The Government has not fully developed the implementing instructions of the Recovery Act, particularly concerning specific procedural requirements for the new reporting requirements. The Recipient will be provided these details as they become available. The Recipient must comply with all requirements of the Act. If the recipient believes there is any inconsistency between ARRA requirements and current award terms and conditions, the issues will be referred to the Contracting Officer for reconciliation.

#### Definitions

For purposes of this clause, Covered Funds means funds expended or obligated from appropriations under the American Recovery and Reinvestment Act of 2009, Pub. L. 111-5. Covered Funds will have special accounting codes and will be identified as Recovery Act funds in the grant, cooperative agreement or TIA and/or modification using Recovery Act funds. Covered Funds must be reimbursed by September 30, 2015.

Non-Federal employer means any employer with respect to covered funds – the contractor, subcontractor, grantee, or recipient, as the case may be, if the contractor, subcontractor, grantee, or recipient is an employer; and any professional membership organization, certification of other professional body, any agent or licensee of the Federal government, or any person acting directly or indirectly in the interest of an employer receiving covered funds; or with respect to covered funds received by a State or local government, the State or local government receiving the funds and any contractor or subcontractor receiving the funds and any contractor or subcontractor of the State or local government; and does not mean any department, agency, or other entity of the federal government.

Recipient means any entity that receives Recovery Act funds directly from the Federal government (including Recovery Act funds received through grant, loan, or contract) other than an individual and includes a State that receives Recovery Act Funds.

#### Special Provisions

##### A. Flow Down Requirement

Recipients must include these special terms and conditions in any subaward.

B. Segregation of Costs

Recipients must segregate the obligations and expenditures related to funding under the Recovery Act. Financial and accounting systems should be revised as necessary to segregate, track and maintain these funds apart and separate from other revenue streams. No part of the funds from the Recovery Act shall be commingled with any other funds or used for a purpose other than that of making payments for costs allowable for Recovery Act projects.

Prohibition on Use of Funds

None of the funds provided under this agreement derived from the American Recovery and Reinvestment Act of 2009, Pub. L. 111-5, may be used by any State or local government, or any private entity, for any casino or other gambling establishment, aquarium, zoo, golf course, or swimming pool.

C. Access to Records

With respect to each financial assistance agreement awarded utilizing at least some of the funds appropriated or otherwise made available by the American Recovery and Reinvestment Act of 2009, Pub. L. 111-5, any representative of an appropriate inspector general appointed under section 3 or 8G of the Inspector General Act of 1988 (5 U.S.C. App.) or of the Comptroller General is authorized –

- (1) to examine any records of the contractor or grantee, any of its subcontractors or subgrantees, or any State or local agency administering such contract that pertain to, and involve transactions relation to, the subcontract, subcontract, grant, or subgrant; and
- (2) to interview any officer or employee of the contractor, grantee, subgrantee, or agency regarding such transactions.

D. Publication

An application may contain technical data and other data, including trade secrets and/or privileged or confidential information, which the applicant does not want disclosed to the public or used by the Government for any purpose other than the application. To protect such data, the applicant should specifically identify each page including each line or paragraph thereof containing the data to be protected and mark the cover sheet of the application with the following Notice as well as referring to the Notice on each page to which the Notice applies:

Notice of Restriction on Disclosure and Use of Data

The data contained in pages ---- of this application have been submitted in confidence and contain trade secrets or proprietary information, and such data shall be used or disclosed only for evaluation purposes, provided that if this applicant receives an award as a result of or in connection with the submission of this application, DOE shall have the right to use or disclose the data here to the extent provided in the award. This restriction does not limit the Government's right to use or disclose data obtained without restriction from any source, including the applicant.

Information about this agreement will be published on the Internet and linked to the website [www.recovery.gov](http://www.recovery.gov), maintained by the Accountability and Transparency Board. The Board may exclude posting contractual or other information on the website on a case-by-case basis when necessary to protect national security or to protect information that is not subject to disclosure under sections 552 and 552a of title 5, United States Code.

E. Protecting State and Local Government and Contractor Whistleblowers

The requirements of Section 1553 of the Act are summarized below. They include, but are not limited to:

**Prohibition on Reprisals:** An employee of any non-Federal employer receiving covered funds under the American Recovery and Reinvestment Act of 2009, Pub. L. 111-5, may not be discharged, demoted, or otherwise discriminated against as a reprisal for disclosing, including a disclosure made in the ordinary course of an employee's duties, to the Accountability and Transparency Board, an inspector general, the Comptroller General, a member of Congress, a State or Federal regulatory or law enforcement agency, a person with supervisory authority over the employee (or other person working for the employer who has the authority to investigate, discover or terminate misconduct, a court or grant jury, the head of a Federal agency, or their representatives information that the employee believes is evidence of:

- gross management of an agency contract or grant relating to covered funds;
- a gross waste of covered funds
- a substantial and specific danger to public health or safety related to the implementation or use of covered funds;
- an abuse of authority related to the implementation or use of covered funds; or
- as violation of law, rule, or regulation related to an agency contract (including the competition for or negotiation of a contract) or grant, awarded or issued relating to covered funds.

**Agency Action:** Not later than 30 days after receiving an inspector general report of an alleged reprisal, the head of the agency shall determine whether there is sufficient basis to conclude that the non-Federal employer has subjected the employee to a prohibited reprisal. The agency shall either issue an order denying relief in whole or in part or shall take one or more of the following actions:

- Order the employer to take affirmative action to abate the reprisal.
- Order the employer to reinstate the person to the position that the person held before the reprisal, together with compensation including back pay, compensatory damages, employment benefits, and other terms and conditions of employment that would apply to the person in that position if the reprisal had not been taken.
- Order the employer to pay the employee an amount equal to the aggregate amount of all costs and expenses (including attorneys' fees and expert witnesses' fees) that were reasonably incurred by the employee for or in connection with, bringing the complaint regarding the reprisal, as determined by the head of a court of competent jurisdiction.

**Nonenforceability of Certain Provisions Waiving Rights and remedies or Requiring Arbitration:**

Except as provided in a collective bargaining agreement, the rights and remedies provided to aggrieved employees by this section may not be waived by any agreement, policy, form, or condition of employment, including any predispute arbitration agreement. No predispute arbitration agreement shall be valid or enforceable if it requires arbitration of a dispute arising out of this section.

**Requirement to Post Notice of Rights and Remedies:** Any employer receiving covered funds under the American Recovery and Reinvestment Act of 2009, Pub. L. 111-5, shall post notice of the rights and remedies as required therein. (Refer to section 1553 of the American Recovery and Reinvestment Act of 2009, Pub. L. 111-5, [www.Recovery.gov](http://www.Recovery.gov), for specific requirements of this section and prescribed language for the notices.).

F. Request for Reimbursement

Reserved

G. False Claims Act

Recipient and sub-recipients shall promptly refer to the DOE or other appropriate Inspector General any credible evidence that a principal, employee, agent, contractor, sub-grantee, subcontractor or other

person has submitted a false claim under the False Claims Act or has committed a criminal or civil violation of laws pertaining to fraud, conflict of interest, bribery, gratuity or similar misconduct involving those funds.

H. Information in supporting of Recovery Act Reporting

Recipient may be required to submit backup documentation for expenditures of funds under the Recovery Act including such items as timecards and invoices. Recipient shall provide copies of backup documentation at the request of the Contracting Officer or designee.

I. Availability of Funds

Funds appropriated under the Recovery Act and obligated to this award are available for reimbursement of costs until September 30, 2015.

J. Additional Funding Distribution and Assurance of Appropriate Use of Funds

Applicable if award is to a State Government or an Agency

Certification by Governor -- Not later than April 3, 2009, for funds provided to any State or agency thereof by the American Reinvestment and Recovery Act of 2009, Pub. L. 111-5, the Governor of the State shall certify that: 1) the state will request and use funds provided by the Act; and 2) the funds will be used to create jobs and promote economic growth.

Acceptance by State Legislature -- If funds provided to any State in any division of the Act are not accepted for use by the Governor, then acceptance by the State legislature, by means of the adoption of a concurrent resolution, shall be sufficient to provide funding to such State.

Distribution -- After adoption of a State legislature's concurrent resolution, funding to the State will be for distribution to local governments, councils of government, public entities, and public-private entities within the State either by formula or at the State's discretion.

K. Certifications

With respect to funds made available to State or local governments for infrastructure investments under the American Recovery and Reinvestment Act of 2009, Pub. L. 111-5, the Governor, mayor, or other chief executive, as appropriate, certified by acceptance of this award that the infrastructure investment has received the full review and vetting required by law and that the chief executive accepts responsibility that the infrastructure investment is an appropriate use of taxpayer dollars. Recipient shall provide an additional certification that includes a description of the investment, the estimated total cost, and the amount of covered funds to be used for posting on the Internet. A State or local agency may not receive infrastructure investment funding from funds made available by the Act unless this certification is made and posted.

**24. REPORTING AND REGISTRATION REQUIREMENTS UNDER SECTION 1512 OF THE RECOVERY ACT (MAY 2009)**

- a. This award requires the recipient to complete projects or activities which are funded under the American Recovery and Reinvestment Act of 2009 (Recovery Act) and to report on use of Recovery Act funds provided through this award. Information from these reports will be made available to the public.
- b. The reports are due no later than ten calendar days after each calendar quarter in which the recipient receives the assistance award funded in whole or in part by the Recovery Act.

- c. Recipients and their first-tier recipients must maintain current registrations in the Central Contractor Registration (<http://www.ccr.gov>) at all times during which they have active federal awards funded with Recovery Act funds. A Dun and Bradstreet Data Universal Numbering System (DUNS) Number (<http://www.dnb.com>) is one of the requirements for registration in the Central Contractor Registration.
- d. The recipient shall report the information described in section 1512(c) of the Recovery Act using the reporting instructions and data elements that will be provided online at <http://www.FederalReporting.gov> and ensure that any information that is pre-filled is corrected or updated as needed.

**25. REQUIRED USE OF AMERICAN IRON, STEEL, AND MANUFACTURED GOODS -- SECTION 1605 OF THE AMERICAN RECOVERY AND REINVESTMENT ACT OF 2009 (MAY 2009)**

This award term is applicable to any Recovery Act funds for construction, alteration, maintenance, or repair of a public building or public work and the total project value is estimated less than \$7,443,000. This award term also applies to all subgrants and contracts.

a. Definitions. As used in this award term and condition--

- (1) Manufactured good means a good brought to the construction site for incorporation into the building or work that has been—
  - (i) Processed into a specific form and shape; or
  - (ii) Combined with other raw material to create a material that has different properties than the properties of the individual raw materials.
- (2) Public building and public work means a public building of, and a public work of, a governmental entity (the United States; the District of Columbia; commonwealths, territories, and minor outlying islands of the United States; State and local governments; and multi-State, regional, or interstate entities which have governmental functions). These buildings and works may include, without limitation, bridges, dams, plants, highways, parkways, streets, subways, tunnels, sewers, mains, power lines, pumping stations, heavy generators, railways, airports, terminals, docks, piers, wharves, ways, lighthouses, buoys, jetties, breakwaters, levees, and canals, and the construction, alteration, maintenance, or repair of such buildings and works.
- (3) Steel means an alloy that includes at least 50 percent iron, between .02 and 2 percent carbon, and may include other elements.

b. Domestic preference.

- (1) This award term and condition implements Section 1605 of the American Recovery and Reinvestment Act of 2009 (Recovery Act) (Pub. L. 111--5), by requiring that all iron, steel, and manufactured goods used in the project are produced in the United States except as provided in paragraph (b)(3) and (b)(4) of this section and condition.
- (2) This requirement does not apply to the material listed by the Federal Government as follows:

None

[ Award official to list applicable excepted materials or indicate "none" ]
- (3) The award official may add other iron, steel, and/or manufactured goods to the list in paragraph (b)(2) of this section and condition if the Federal Government determines that--
  - (i) The cost of the domestic iron, steel, and/or manufactured goods would be unreasonable. The cost of domestic iron, steel, or manufactured goods used in the project is unreasonable when the cumulative cost of such material will increase the cost of the overall project by more than

- 25 percent;
  - (ii) The iron, steel, and/or manufactured good is not produced, or manufactured in the United States in sufficient and reasonably available quantities and of a satisfactory quality; or
  - (iii) The application of the restriction of section 1605 of the Recovery Act would be inconsistent with the public interest.
- c. Request for determination of inapplicability of Section 1605 of the Recovery Act .
- (1) (i) Any recipient request to use foreign iron, steel, and/or manufactured goods in accordance with paragraph (b)(3) of this section shall include adequate information for Federal Government valuation of the request, including—
    - (A) A description of the foreign and domestic iron, steel, and/or manufactured goods;
    - (B) Unit of measure;
    - (C) Quantity;
    - (D) Cost;
    - (E) Time of delivery or availability;
    - (F) Location of the project;
    - (G) Name and address of the proposed supplier; and
    - (H) A detailed justification of the reason for use of foreign iron, steel, and/or manufactured goods cited in accordance with paragraph (b)(3) of this section.
  - (ii) A request based on unreasonable cost shall include a reasonable survey of the market and a completed cost comparison table in the format in paragraph (d) of this section.
  - (iii) The cost of iron, steel, and/or manufactured goods material shall include all delivery costs to the construction site and any applicable duty.
  - (iv) Any recipient request for a determination submitted after Recovery Act funds have been obligated for a project for construction, alteration, maintenance, or repair shall explain why the recipient could not reasonably foresee the need for such determination and could not have requested the determination before the funds were obligated. If the recipient does not submit a satisfactory explanation, the award official need not make a determination.
- (2) If the Federal Government determines after funds have been obligated for a project for construction, alteration, maintenance, or repair that an exception to section 1605 of the Recovery Act applies, the award official will amend the award to allow use of the foreign iron, steel, and/or relevant manufactured goods. When the basis for the exception is nonavailability or public interest, the amended award shall reflect adjustment of the award amount, redistribution of budgeted funds, and/or other actions taken to cover costs associated with acquiring or using the foreign iron, steel, and/or relevant manufactured goods. When the basis for the exception is the unreasonable cost of the domestic iron, steel, or manufactured goods, the award official shall adjust the award amount or redistribute budgeted funds by at least the differential established in 2 CFR 176.110(a).
- (3) Unless the Federal Government determines that an exception to section 1605 of the Recovery Act applies, use of foreign iron, steel, and/or manufactured goods is noncompliant with section 1605 of the American Recovery and Reinvestment Act.
- d. Data. To permit evaluation of requests under paragraph (b) of this section based on unreasonable cost, the Recipient shall include the following information and any applicable supporting data based on the survey of suppliers:

**Foreign and Domestic Items Cost Comparison**

Description	Unit of Measure	Quantity	Cost (dollars)*
<i>Item 1:</i>			
Foreign steel, iron, or manufactured good			
Domestic steel, iron, or manufactured good			
<i>Item 2:</i>			
Foreign steel, iron, or manufactured good			
Domestic steel, iron, or manufactured good			

List name, address, telephone number, email address, and contact for suppliers surveyed. Attach copy of response; if oral, attach summary.

Include other applicable supporting information.

\*Include all delivery costs to the construction site.

**26. REQUIRED USE OF AMERICAN IRON, STEEL, AND MANUFACTURED GOODS (COVERED UNDER INTERNATIONAL AGREEMENTS)--SECTION 1605 OF THE AMERICAN RECOVERY AND REINVESTMENT ACT OF 2009 (MAY 2009)**

This award term is applicable to any Recovery Act funds for construction, alteration, maintenance, or repair of a public building or public work with a total project value over \$7,443,000 that involves iron, steel, and/or manufactured goods materials covered under international agreements. This award term also applies to all subgrants and contracts.

a. Definitions. As used in this award term and condition--

Designated country –

- (1) A World Trade Organization Government Procurement Agreement country (Aruba, Austria, Belgium, Bulgaria, Canada, Cyprus, Czech Republic, Denmark, Estonia, Finland, France, Germany, Greece, Hong Kong, Hungary, Iceland, Ireland, Israel, Italy, Japan, Korea (Republic of), Latvia, Liechtenstein, Lithuania, Luxembourg, Malta, Netherlands, Norway, Poland, Portugal, Romania, Singapore, Slovak Republic, Slovenia, Spain, Sweden, Switzerland, and United Kingdom;
- (2) A Free Trade Agreement (FTA) country (Australia, Bahrain, Canada, Chile, Costa Rica, Dominican Republic, El Salvador, Guatemala, Honduras, Israel, Mexico, Morocco, Nicaragua, Oman, Peru, or Singapore); or
- (3) A United States-European Communities Exchange of Letters (May 15, 1995) country: Austria, Belgium, Bulgaria, Cyprus, Czech Republic, Denmark, Estonia, Finland, France, Germany, Greece, Hungary, Ireland, Italy, Latvia, Lithuania, Luxembourg, Malta, Netherlands, Poland, Portugal, Romania, Slovak Republic, Slovenia, Spain, Sweden, and United Kingdom.

Designated country iron, steel, and/or manufactured goods –

- (1) Is wholly the growth, product, or manufacture of a designated country; or



- (2) In the case of a manufactured good that consist in whole or in part of materials from another country, has been substantially transformed in a designated country into a new and different manufactured good distinct from the materials from which it was transformed.

Domestic iron, steel, and/or manufactured good –

- (1) Is wholly the growth, product, or manufacture of the United States; or
- (2) In the case of a manufactured good that consists in whole or in part of materials from another country, has been substantially transformed in the United States into a new and different manufactured good distinct from the materials from which it was transformed. There is no requirement with regard to the origin of components or subcomponents in manufactured goods or products, as long as the manufacture of the goods occurs in the United States.

Foreign iron, steel, and/or manufactured good means iron, steel and/or manufactured good that is not domestic or designated country iron, steel, and/or manufactured good.

Manufactured good means a good brought to the construction site for incorporation into the building or work that has been--

- (1) Processed into a specific form and shape; or
- (2) Combined with other raw material to create a material that has different properties than the properties of the individual raw materials.

Public building and public work means a public building of, and a public work of, a governmental entity (the United States; the District of Columbia; commonwealths, territories, and minor outlying islands of the United States; State and local governments; and multi-State, regional, or interstate entities which have governmental functions). These buildings and works may include, without limitation, bridges, dams, plants, highways, parkways, streets, subways, tunnels, sewers, mains, power lines, pumping stations, heavy generators, railways, airports, terminals, docks, piers, wharves, ways, lighthouses, buoys, jetties, breakwaters, levees, and canals, and the construction, alteration, maintenance, or repair of such buildings and works.

Steel means an alloy that includes at least 50 percent iron, between .02 and 2 percent carbon, and may include other elements.

b. Iron, steel, and manufactured goods.

- (1) The award term and condition described in this section implements--
  - (i) Section 1605(a) of the American Recovery and Reinvestment Act of 2009 (Pub. L. 111--5) (Recovery Act), by requiring that all iron, steel, and manufactured goods used in the project are produced in the United States; and
  - (ii) Section 1605(d), which requires application of the Buy American requirement in a manner consistent with U.S. obligations under international agreements. The restrictions of section 1605 of the Recovery Act do not apply to designated country iron, steel, and/or manufactured goods. The Buy American requirement in section 1605 shall not be applied where the iron, steel or manufactured goods used in the project are from a Party to an international agreement that obligates the recipient to treat the goods and services of that Party the same as domestic goods and services. This obligation shall only apply to projects with an estimated value of \$7,443,000 or more.
- (2) The recipient shall use only domestic or designated country iron, steel, and manufactured goods in performing the work funded in whole or part with this award, except as provided in paragraphs (b)(3) and (b)(4) of this section.

- (3) The requirement in paragraph (b)(2) of this section does not apply to the iron, steel, and manufactured goods listed by the Federal Government as follows:

None

[ Award official to list applicable excepted materials or indicate "none" ]

- (4) The award official may add other iron, steel, and manufactured goods to the list in paragraph (b)(3) of this section if the Federal Government determines that--
- (i) The cost of domestic iron, steel, and/or manufactured goods would be unreasonable. The cost of domestic iron, steel, and/or manufactured goods used in the project is unreasonable when the cumulative cost of such material will increase the overall cost of the project by more than 25 percent;
  - (ii) The iron, steel, and/or manufactured good is not produced, or manufactured in the United States in sufficient and reasonably available commercial quantities of a satisfactory quality; or
  - (iii) The application of the restriction of section 1605 of the Recovery Act would be inconsistent with the public interest.

- c. Request for determination of inapplicability of section 1605 of the Recovery Act or the Buy American Act.

- (1) (i) Any recipient request to use foreign iron, steel, and/or manufactured goods in accordance with paragraph (b)(4) of this section shall include adequate information for Federal Government evaluation of the request, including--
- (A) A description of the foreign and domestic iron, steel, and/or manufactured goods;
  - (B) Unit of measure;
  - (C) Quantity;
  - (D) Cost;
  - (E) Time of delivery or availability;
  - (F) Location of the project;
  - (G) Name and address of the proposed supplier; and
  - (H) A detailed justification of the reason for use of foreign iron, steel, and/or manufactured goods cited in accordance with paragraph (b)(4) of this section.
- (ii) A request based on unreasonable cost shall include a reasonable survey of the market and a completed cost comparison table in the format in paragraph (d) of this section.
- (iii) The cost of iron, steel, or manufactured goods shall include all delivery costs to the construction site and any applicable duty.
- (iv) Any recipient request for a determination submitted after Recovery Act funds have been obligated for a project for construction, alteration, maintenance, or repair shall explain why the recipient could not reasonably foresee the need for such determination and could not have requested the determination before the funds were obligated. If the recipient does not submit a satisfactory explanation, the award official need not make a determination.
- (2) If the Federal Government determines after funds have been obligated for a project for construction, alteration, maintenance, or repair that an exception to section 1605 of the Recovery Act applies, the award official will amend the award to allow use of the foreign iron, steel, and/or relevant manufactured goods. When the basis for the exception is nonavailability or public interest, the amended award shall reflect adjustment of the award amount, redistribution of budgeted funds, and/or other appropriate actions taken to cover costs associated with acquiring or using the foreign iron, steel, and/or relevant manufactured goods.. When the basis for the exception is the unreasonable cost of the domestic iron, steel, or manufactured goods, the award official shall adjust the award amount or redistribute budgeted funds, as appropriate, by at least the differential established in 2 CFR 176.110(a).
- (3) Unless the Federal Government determines that an exception to section 1605 of the Recovery Act applies, use of foreign iron, steel, and/or manufactured goods other than designated country iron,

steel, and/or manufactured goods is noncompliant with the applicable Act.

- d. Data. To permit evaluation of requests under paragraph (b) of this section based on unreasonable cost, the applicant shall include the following information and any applicable supporting data based on the survey of suppliers:

**Foreign and Domestic Items Cost Comparison**

Description	Unit of Measure	Quantity	Cost (dollars)*
<i>Item 1:</i>			
Foreign steel, iron, or manufactured good			
Domestic steel, iron, or manufactured good			
<i>Item 2:</i>			
Foreign steel, iron, or manufactured good			
Domestic steel, iron, or manufactured good			

List name, address, telephone number, email address, and contact for suppliers surveyed. Attach copy of response; if oral, attach summary.

Include other applicable supporting information.

\*Include all delivery costs to the construction site.

**27. WAGE RATE REQUIREMENTS UNDER SECTION 1606 OF THE RECOVERY ACT (MAY 2009)**

This award term is applicable to Recovery Act programs or activities that may involve construction, alteration, maintenance, or repair. This award term also applies to all subgrants and contracts.

- a. Section 1606 of the Recovery Act requires that all laborers and mechanics employed by contractors and subcontractors on projects funded directly by or assisted in whole or in part by and through the Federal Government pursuant to the Recovery Act shall be paid wages at rates not less than those prevailing on projects of a character similar in the locality as determined by the Secretary of Labor in accordance with subchapter IV of chapter 31 of title 40, United States Code.

Pursuant to Reorganization Plan No. 14 and the Copeland Act, 40 U.S.C. 3145, the Department of Labor has issued regulations at 29 CFR parts 1, 3, and 5 to implement the Davis-Bacon and related Acts. Regulations in 29 CFR 5.5 instruct agencies concerning application of the standard Davis-Bacon contract clauses set forth in that section. Federal agencies providing grants, cooperative agreements, and loans under the Recovery Act shall ensure that the standard Davis-Bacon contract clauses found in 29 CFR 5.5(a) are incorporated in any resultant covered contracts that are in excess of \$2,000 for construction, alteration or repair (including painting and decorating).

- b. For additional guidance on the wage rate requirements of section 1606, contact your awarding agency. Recipients of grants, cooperative agreements and loans should direct their initial inquiries concerning the application of Davis-Bacon requirements to a particular federally assisted project to the Federal agency funding the project. The Secretary of Labor retains final coverage authority under Reorganization Plan Number 14.

**28. RECOVERY ACT TRANSACTIONS LISTED IN SCHEDULE OF EXPENDITURES OF FEDERAL AWARDS AND RECIPIENT RESPONSIBILITIES FOR INFORMING SUBRECIPIENTS (MAY 2009)**

- a. To maximize the transparency and accountability of funds authorized under the American Recovery and Reinvestment Act of 2009 (Pub. L. 111--5) (Recovery Act) as required by Congress and in accordance with 2 CFR 215.21 "Uniform Administrative Requirements for Grants and Agreements" and OMB Circular A--102 Common Rules provisions, recipients agree to maintain records that identify adequately the source and application of Recovery Act funds. OMB Circular A--102 is available at <http://www.whitehouse.gov/omb/circulars/a102/a102.html>
- b. For recipients covered by the Single Audit Act Amendments of 1996 and OMB Circular A--133, "Audits of States, Local Governments, and Non-Profit Organizations," recipients agree to separately identify the expenditures for Federal awards under the Recovery Act on the Schedule of Expenditures of Federal Awards (SEFA) and the Data Collection Form (SF--SAC) required by OMB Circular A--133. OMB Circular A--133 is available at <http://www.whitehouse.gov/omb/circulars/a133/a133.html>. This shall be accomplished by identifying expenditures for Federal awards made under the Recovery Act separately on the SEFA, and as separate rows under Item 9 of Part III on the SF--SAC by CFDA number, and inclusion of the prefix "ARRA-" in identifying the name of the Federal program on the SEFA and as the first characters in Item 9d of Part III on the SF--SAC.
- c. Recipients agree to separately identify to each subrecipient, and document at the time of subaward and at the time of disbursement of funds, the Federal award number, CFDA number, and amount of Recovery Act funds. When a recipient awards Recovery Act funds for an existing program, the information furnished to subrecipients shall distinguish the subawards of incremental Recovery Act funds from regular subawards under the existing program.
- d. Recipients agree to require their subrecipients to include on their SEFA information to specifically identify Recovery Act funding similar to the requirements for the recipient SEFA described above. This information is needed to allow the recipient to properly monitor subrecipient expenditure of ARRA funds as well as oversight by the Federal awarding agencies, Offices of Inspector General and the Government Accountability Office.

**29. DAVIS BACON ACT REQUIREMENTS (MAY 2009)**

This award term is applicable to ARRA awards when WAGE RATE REQUIREMENTS UNDER SECTION 1606 OF THE RECOVERY ACT term is applicable. This award term is also applicable to subgrants and contracts.

Note: Where necessary to make the context of these articles applicable to this award, the term "Contractor" shall mean "Recipient" and the term "Subcontractor" shall mean "Subrecipient or Subcontractor" per the following definitions.

*Recipient* means the organization, individual, or other entity that receives an award from DOE and is financially accountable for the use of any DOE funds or property provided for the performance of the project, and is legally responsible for carrying out the terms and conditions of the award.

*Subrecipient* means the legal entity to which a subaward is made and which is accountable to the recipient for the use of the funds provided. The term may include foreign or international organizations (such as agencies of the United Nations).

**Davis-Bacon Act**

(a) *Definition.*—"Site of the work"—

(1) Means--

- (i) The primary site of the work. The physical place or places where the construction called for in the award will remain when work on it is completed; and
    - (ii) The secondary site of the work, if any. Any other site where a significant portion of the building or work is constructed, provided that such site is—
      - (A) Located in the United States; and
      - (B) Established specifically for the performance of the award or project;
  - (2) Except as provided in paragraph (3) of this definition, includes any fabrication plants, mobile factories, batch plants, borrow pits, job headquarters, tool yards, etc., provided—
    - (i) They are dedicated exclusively, or nearly so, to performance of the award or project; and
    - (ii) They are adjacent or virtually adjacent to the “primary site of the work” as defined in paragraph (a)(1)(i), or the “secondary site of the work” as defined in paragraph (a)(1)(ii) of this definition;
  - (3) Does not include permanent home offices, branch plant establishments, fabrication plants, or tool yards of a Contractor or subcontractor whose locations and continuance in operation are determined wholly without regard to a particular Federal award or project. In addition, fabrication plants, batch plants, borrow pits, job headquarters, yards, etc., of a commercial or material supplier which are established by a supplier of materials for the project before opening of bids and not on the Project site, are not included in the “site of the work.” Such permanent, previously established facilities are not a part of the “site of the work” even if the operations for a period of time may be dedicated exclusively or nearly so, to the performance of an award.
- (b)
  - (1) All laborers and mechanics employed or working upon the site of the work 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 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, or as may be incorporated for a secondary site of the work, regardless of any contractual relationship which may be alleged to exist between the Contractor and such laborers and mechanics. Any wage determination incorporated for a secondary site of the work shall be effective from the first day on which work under the award was performed at that site and shall be incorporated without any adjustment in award price or estimated cost. Laborers employed by the construction Contractor or construction subcontractor that are transporting portions of the building or work between the secondary site of the work and the primary site of the work shall be paid in accordance with the wage determination applicable to the primary site of the work.
  - (2) Contributions made or costs reasonably anticipated for bona fide fringe benefits under section 1(b)(2) of the Davis-Bacon Act on behalf of laborers or mechanics are considered wages paid to such laborers or mechanics, subject to the provisions of paragraph (e) of this article; 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 period.
  - (3) Such laborers and mechanics shall be paid not less than the appropriate wage rate and fringe benefits in the wage determination for the classification of work actually performed, without regard to skill, except as provided in the article entitled Apprentices and Trainees. 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.
  - (4) The wage determination (including any additional classifications and wage rates conformed under paragraph (c) of this article) and the Davis-Bacon poster (WH-1321) shall 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.

- c. (1) The Contracting Officer shall require that any class of laborers or mechanics which is not listed in the wage determination and which is to be employed under the award shall be classified in conformance with the wage determination. The Contracting Officer shall approve an additional classification and wage rate and fringe benefits therefore only when all the following criteria have been met:
- (i) The work to be performed by the classification requested is not performed by a classification in the wage determination.
  - (ii) The classification is utilized in the area by the construction industry.
  - (iii) The proposed wage rate, including any bona fide fringe benefits, bears a reasonable relationship to the wage rates contained in the wage determination.

- (2) 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 shall be sent by the Contracting Officer to the Administrator of the:

Wage and Hour Division  
Employment Standards Administration  
U.S. Department of Labor  
Washington, DC 20210

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.

- (3) 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 shall refer the questions, including the views of all interested parties and the recommendation of the Contracting Officer, to the Administrator of the Wage and Hour Division 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.
- (4) The wage rate (including fringe benefits, where appropriate) determined pursuant to subparagraphs (c)(2) and (c)(3) of this article shall be paid to all workers performing work in the classification under this award from the first day on which work is performed in the classification.
- (d) Whenever the minimum wage rate prescribed in the award for a class of laborers or mechanics includes a fringe benefit which is not expressed as an hourly rate, the Contractor shall either pay the benefit as stated in the wage determination or shall pay another bona fide fringe benefit or an hourly cash equivalent thereof.
- (e) 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, 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.

#### **Rates of Wages**

The minimum wages to be paid laborers and mechanics under this award involved in performance of work at the project site, as determined by the Secretary of Labor to be prevailing for the corresponding classes of laborers and mechanics employed on projects of a character similar to the contract work in the pertinent

locality, are included as an attachment to this award. These wage rates are minimum rates and are not intended to represent the actual wage rates that the Contractor may have to pay.

### **Payrolls and Basic Records**

(a) Payrolls and basic records relating thereto shall be maintained by the Contractor during the course of the work and preserved for a period of 3 years thereafter for all laborers and mechanics working at the site of the work. Such records shall contain the name, address, and social security number of each such worker, his or her correct classification, 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 section 1(b)(2)(B) of the Davis-Bacon Act), daily and weekly number of hours worked, deductions made, and actual wages paid. Whenever the Secretary of Labor has found, under paragraph (d) of the article entitled Davis-Bacon Act, 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 section 1(b)(2)(B) of the Davis-Bacon Act, the Contractor shall 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. Contractors employing apprentices or trainees under approved programs shall maintain written evidence of the registration of apprenticeship programs and certification of trainee programs, the registration of the apprentices and trainees, and the ratios and wage rates prescribed in the applicable programs.

(b) (1) The Contractor shall submit weekly for each week in which any award work is performed a copy of all payrolls to the Contracting Officer. The payrolls submitted shall set out accurately and completely all of the information required to be maintained under paragraph (a) of this article. This information may be submitted in any form desired. Optional Form WH-347 (Federal Stock Number 029-005-00014-1) is available for this purpose and may be purchased from the --

Superintendent of Documents U.S. Government Printing Office Washington, DC 20402

The Prime Contractor is responsible for the submission of copies of payrolls by all subcontractors.

- (2) Each payroll submitted shall be accompanied by a "Statement of Compliance," signed by the Contractor or subcontractor or his or her agent who pays or supervises the payment of the persons employed under the award and shall certify --
- (i) That the payroll for the payroll period contains the information required to be maintained under paragraph (a) of this article and that such information is correct and complete;
  - (ii) That each laborer or mechanic (including each helper, apprentice, and trainee) employed on the award 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 the Regulations, 29 CFR Part 3; and
  - (iii) That each laborer or mechanic has been paid not less than the applicable wage rates and fringe benefits or cash equivalents for the classification of work performed, as specified in the applicable wage determination incorporated into the award.
- (3) The weekly submission of a properly executed certification set forth on the reverse side of Optional Form WH-347 shall satisfy the requirement for submission of the "Statement of Compliance" required by subparagraph (b)(2) of this article.
- (4) The falsification of any of the certifications in this article may subject the Contractor or subcontractor to civil or criminal prosecution under Section 1001 of Title 18 and Section 3729 of Title 31 of the United States Code.
- (c) The Contractor or subcontractor shall make the records required under paragraph (a) of this article available for inspection, copying, or transcription by the Contracting Officer or authorized representatives of the

Contracting Officer or the Department of Labor. The Contractor or subcontractor shall permit the Contracting Officer or representatives of the Contracting Officer or the Department of Labor to interview employees during working hours on the job. If the Contractor or subcontractor fails to submit required records or to make them available, the Contracting Officer may, after written notice to the Contractor, take such action as may be necessary to cause the suspension of any further payment. Furthermore, failure to submit the required records upon request or to make such records available may be grounds for debarment action pursuant to 29 CFR 5.12.

#### **Withholding of Funds**

The Contracting Officer shall, upon his or her own action or upon written request of an authorized representative of the Department of Labor, withhold or cause to be withheld from the Contractor under this award or any other Federal award with the same Prime Contractor, or any other federally assisted award subject to Davis-Bacon prevailing wage requirements, which is held by the same Prime Contractor, so much of the accrued payments or advances as may be considered necessary to pay laborers and mechanics, including apprentices, trainees, and helpers, employed by the Contractor or any subcontractor the full amount of wages required by the award. In the event of failure to pay any laborer or mechanic, including any apprentice, trainee, or helper, employed or working on the site of the work, all or part of the wages required by the award, the Contracting Officer may, after written notice to the Contractor, 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.

#### **Apprentices and Trainees**

##### **(a) Apprentices.**

- (1) An apprentice will be permitted to work at less than the predetermined rate for the work they performed when they are employed—
  - (i) 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 and Training, Employer, and Labor Services (OATELS) or with a State Apprenticeship Agency recognized by the OATELS; or
  - (ii) In the first 90 days of probationary employment as an apprentice in such an apprenticeship program, even though not individually registered in the program, if certified by the OATELS or a State Apprenticeship Agency (where appropriate) to be eligible for probationary employment as an apprentice.
- (2) The allowable ratio of apprentices to journeymen on the job site in any craft classification shall not be greater than the ratio permitted to the Contractor as to the entire work force under the registered program.
- (3) Any worker listed on a payroll at an apprentice wage rate, who is not registered or otherwise employed as stated in paragraph (a)(1) of this article, shall be paid not less than the applicable 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 the registered program shall be paid not less than the applicable wage rate on the wage determination for the work actually performed.
- (4) Where a contractor is performing construction on a project in a locality other than that in which its program is registered, the ratios and wage rates (expressed in percentages of the journeyman's hourly rate) specified in the Contractor's or subcontractor's registered program shall be observed. Every apprentice must be paid at not less than the rate specified in the registered program for the apprentice's level of progress, expressed as a percentage of the journeyman hourly rate specified in the applicable wage determination.
- (5) Apprentices shall 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, fringes shall be paid in accordance with that determination.

- (6) In the event OATELS, or a State Apprenticeship Agency recognized by OATELS, withdraws approval of an apprenticeship program, the Contractor will no longer be permitted to utilize apprentices at less than the applicable predetermined rate for the work performed until an acceptable program is approved.

(b) Trainees.

- (1) Except as provided in 29 CFR 5.16, trainees will not be permitted to work at less than the predetermined rate for the work performed unless they are employed pursuant to and individually registered in a program which has received prior approval, evidenced by formal certification by the U.S. Department of Labor, Employment and Training Administration, Office of Apprenticeship Training, Employer, and Labor Services (OATELS). The ratio of trainees to journeymen on the job site shall not be greater than permitted under the plan approved by OATELS.

- (2) Every trainee must be paid at not less than the rate specified in the approved program for the trainee's level of progress, expressed as a percentage of the journeyman hourly rate specified in the applicable wage determination. Trainees shall be paid fringe benefits in accordance with the provisions of the trainee program. If the trainee program does not mention fringe benefits, trainees shall be paid the full amount of fringe benefits listed in the wage determination unless the Administrator of the Wage and Hour Division determines that there is an apprenticeship program associated with the corresponding journeyman wage rate in the wage determination which provides for less than full fringe benefits for apprentices. Any employee listed on the payroll at a trainee rate who is not registered and participating in a training plan approved by the OATELS shall be paid not less than the applicable wage rate in the wage determination for the classification of work actually performed. In addition, any trainee performing work on the job site in excess of the ratio permitted under the registered program shall be paid not less than the applicable wage rate in the wage determination for the work actually performed.

- (3) In the event OATELS withdraws approval of a training program, the Contractor will no longer be permitted to utilize trainees at less than the applicable predetermined rate for the work performed until an acceptable program is approved.

- (c) Equal employment opportunity. The utilization of apprentices, trainees, and journeymen under this article shall be in conformity with the equal employment opportunity requirements of Executive Order 11246, as amended, and 29 CFR Part 30.

**Compliance with Copeland Act Requirements**

The Contractor shall comply with the requirements of 29 CFR Part 3, which are hereby incorporated by reference in this award.

**Subcontracts (Labor Standards)**

- (a) Definition. "Construction, alteration or repair," as used in this article means all types of work done by laborers and mechanics employed by the construction Contractor or construction subcontractor on a particular building or work at the site thereof, including without limitation—

- (1) Altering, remodeling, installation (if appropriate) on the site of the work of items fabricated off-site;

- (2) Painting and decorating;
  - (3) Manufacturing or furnishing of materials, articles, supplies, or equipment on the site of the building or work;
  - (4) Transportation of materials and supplies between the site of the work within the meaning of paragraphs (a)(1)(i) and (ii) of the "site of the work" as defined in the article entitled Davis Bacon Act of this award, and a facility which is dedicated to the construction of the building or work and is deemed part of the site of the work within the meaning of paragraph (2) of the "site of work" definition; and
  - (5) Transportation of portions of the building or work between a secondary site where a significant portion of the building or work is constructed, which is part of the "site of the work" definition in paragraph (a)(1)(ii) of the Davis-Bacon Act article, and the physical place or places where the building or work will remain (paragraph (a)(1)(i) of the Davis Bacon Act article, in the "site of the work" definition).
- (b) The Contractor or subcontractor shall insert in any subcontracts for construction, alterations and repairs within the United States the articles entitled—
- (1) Davis-Bacon Act;
  - (2) Contract Work Hours and Safety Standards Act -- Overtime Compensation (if the article is included in this award);
  - (3) Apprentices and Trainees;
  - (4) Payrolls and Basic Records;
  - (5) Compliance with Copeland Act Requirements;
  - (6) Withholding of Funds;
  - (7) Subcontracts (Labor Standards);
  - (8) Contract Termination – Debarment;
  - (9) Disputes Concerning Labor Standards;
  - (10) Compliance with Davis-Bacon and Related Act Regulations; and
  - (11) Certification of Eligibility.
- (c) The Prime Contractor shall be responsible for compliance by any subcontractor or lower tier subcontractor performing construction within the United States with all the award articles cited in paragraph (b).
- (d) (1) Within 14 days after issuance of the award, the Contractor shall deliver to the Contracting Officer a completed Standard Form (SF) 1413, Statement and Acknowledgment, for each subcontract for construction within the United States, including the subcontractor's signed and dated acknowledgment that the articles set forth in paragraph (b) of this article have been included in the subcontract.

Within 14 days after the award of any subsequently awarded subcontract the Contractor shall deliver to the Contracting Officer an updated completed SF 1413 for such additional subcontract.

- (e) The Contractor shall insert the substance of this article, including this paragraph (e) in all subcontracts for construction within the United States.

#### **Contract Termination -- Debarment**

A breach of the award articles entitled Davis-Bacon Act, Contract Work Hours and Safety Standards Act -- Overtime Compensation, Apprentices and Trainees, Payrolls and Basic Records, Compliance with Copeland Act Requirements, Subcontracts (Labor Standards), Compliance with Davis-Bacon and Related Act Regulations, or Certification of Eligibility may be grounds for termination of the whole award or in part for the Recovery Act covered work only, and for debarment as a Contractor and subcontractor as provided in 29 CFR 5.12.

#### **Compliance with Davis-Bacon and Related Act Regulations**

All rulings and interpretations of the Davis-Bacon and Related Acts contained in 29 CFR Parts 1, 3, and 5 are hereby incorporated by reference in this award.

#### **Disputes Concerning Labor Standards**

The United States Department of Labor has set forth in 29 CFR Parts 5, 6, and 7 procedures for resolving disputes concerning labor standards requirements. Such disputes shall be resolved in accordance with those procedures and not the Disputes and Appeals as defined in 10 CFR 600.22. Disputes within the meaning of this article 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.

#### **Certification of Eligibility**

- (a) By entering into this award, the Contractor certifies that neither it (nor he or she) nor any person or firm who has an interest in the Contractor's firm is a person or firm ineligible to be awarded Government awards by virtue of section 3(a) of the Davis-Bacon Act or 29 CFR 5.12(a)(1).
- (b) No part of this award shall be subcontracted to any person or firm ineligible for award of a Government award by virtue of section 3(a) of the Davis-Bacon Act or 29 CFR 5.12(a)(1).
- (c) The penalty for making false statements is prescribed in the U.S. Criminal Code, 18 U.S.C. 1001.

#### **Approval of Wage Rates**

All straight time wage rates, and overtime rates based thereon, for laborers and mechanics engaged in work under this award must be submitted for approval in writing by the head of the contracting activity or a representative expressly designated for this purpose, if the straight time wages exceed the rates for corresponding classifications contained in the applicable Davis-Bacon Act minimum wage determination included in the award. Any amount paid by the Contractor to any laborer or mechanic in excess of the agency approved wage rate shall be at the expense of the Contractor and shall not be reimbursed by the Government. If the Government refuses to authorize the use of the overtime, the Contractor is not released from the obligation to pay employees at the required overtime rates for any overtime actually worked.

**ATTACHMENT 1 – INTELLECTUAL PROPERTY PROVISIONS**  
**Intellectual Property Provisions (NRD-1003)**  
**Nonresearch and Development**

Nonprofit organizations are subject to the intellectual property requirements at 10 CFR 600.136(a), (c) and (d). All other organizations are subject to the intellectual property requirements at 10 CFR 600.136(a) and (c).

600.136 Intangible property.

(a) Recipients may copyright any work that is subject to copyright and was developed, or for which ownership was purchased, under an award. DOE reserves a royalty-free, nonexclusive and irrevocable right to reproduce, publish or otherwise use the work for Federal purposes, and to authorize others to do so.

(c) DOE has the right to:

- (1) Obtain, reproduce, publish or otherwise use the data first produced under an award; and
- (2) Authorize others to receive, reproduce, publish, or otherwise use such data for Federal purposes.

(d) In addition, in response to a Freedom of Information act (FOIA) request for research data relating to published research findings produced under an award that were used by the Federal Government in developing an agency action that has the force and effect of law, the DOE shall request, and the recipient shall provide, within a reasonable time, the research data so that they can be made available to the public through the procedures established under the FOIA. If the DOE obtains the research data solely in response to a FOIA request, the agency may charge the requester a reasonable fee equaling the full incremental cost of obtaining the research data. This fee should reflect the costs incurred by the agency, the recipient, and applicable subrecipients. This fee is in addition to any fees the agency may assess under the FOIA (5 U.S.C. 552(a)(4)(A)).

ASSISTANCE AGREEMENT				
1. Award No. DE-SC0001339		2. Modification No.	3. Effective Date 08/10/2009	4. CFDA No. 81.128
5. Awarded To CITY OF LANCASTER, INC Attn: Steven Dassler 44933 N FERN AVE LANCASTER CA 935342461		6. Sponsoring Office Oak Ridge U.S. Department of Energy P.O. Box 2001 Oak Ridge TN 37831		7. Period of Performance 08/10/2009 through 08/09/2012
8. Type of Agreement <input checked="" type="checkbox"/> Grant <input type="checkbox"/> Cooperative Agreement <input type="checkbox"/> Other	9. Authority Energy Independence and Security Act (EISA) of 2007		10. Purchase Request or Funding Document No. 09SC004931	
11. Remittance Address CITY OF LANCASTER, INC Attn: CATHY PETROSKY 44933 N FERN AVE LANCASTER CA 935342461		12. Total Amount Govt. Share: \$1,358,800.00 Cost Share : \$0.00 Total : \$1,358,800.00	13. Funds Obligated This action: \$1,358,800.00 Total : \$1,358,800.00	
14. Principal Investigator Steven Dassler 661-948-6863 Mark Bozigian 661-723-6133	15. Program Manager Martha J. Kass Phone: 865-576-0717		16. Administrator Oak Ridge U.S. Department of Energy P.O. Box 2001 Oak Ridge TN 37831	
17. Submit Payment Requests To OR for Oak Ridge/OSTI U.S. Department of Energy Oak Ridge Office Oak Ridge Financial Service Center P.O. Box 6017 Oak Ridge TN 37831		18. Paying Office		19. Submit Reports To See Reporting Requirements Checklist
20. Accounting and Appropriation Data Block Grant				
21. Research Title and/or Description of Project CITY OF LANCASTER, CA EECBG				
For the Recipient		For the United States of America		
22. Signature of Person Authorized to Sign		25. Signature of Grants/Agreements Officer <i>Beverly J. Harness</i>		
23. Name and Title	24. Date Signed	26. Name of Officer BEVERLY HARNESS		27. Date Signed 08/10/2009

<b>CONTINUATION SHEET</b>	REFERENCE NO. OF DOCUMENT BEING CONTINUED	PAGE	OF
	DE-SC0001339	2	2

NAME OF OFFEROR OR CONTRACTOR  
CITY OF LANCASTER, INC

ITEM NO. (A)	SUPPLIES/SERVICES (B)	QUANTITY (C)	UNIT (D)	UNIT PRICE (E)	AMOUNT (F)
	DUNS Number: 151324167 TAS::89 0331::TAS Recovery EECBG for Lancaster, CA ASAP: Yes Extent Competed: NOT AVAIL FOR COMP Delivery Location Code: 00522 Oak Ridge Office U.S. Department of Energy Oak Ridge Office 230 Warehouse Road Oak Ridge TN 37830  Payment: OR for Oak Ridge/OSTI U.S. Department of Energy Oak Ridge Financial Service Center P.O. Box 6017 Oak Ridge TN 37831  Fund: 05796 Appr Year: 2009 Allottee: 30 Report Entity: 471999 Object Class: 41000 Program: 1005115 Project: 2004350 WFO: 0000000 Local Use: 0000000 TAS Agency: 89 TAS Account: 0331				

**ATTACHMENT 2 – PROJECT ACTIVITY WORKSHEETS**

ENERGY EFFICIENCY AND CONSERVATION BLOCK GRANT PROGRAM – FORMULA GRANTS

**ECECBG Activity Worksheet**

Grantee: City of Lancaster Date: 06/15/2009  
 DUNS #: 151324167 Program Contact Email: sdassler@cityoflancasterca.org  
 Program Contact First Name: Steve Last Name: Dassler  
 Project Title: Retrofit of Existing City Hall HVAC System  
 Activity: 5. Energy Efficiency Retrofits If Other: \_\_\_\_\_  
 Sector: Public If Other: \_\_\_\_\_  
 Proposed Number of Jobs Created: 0.00 Proposed Number of Jobs Retained: 5.00  
 Proposed Energy Saved and/or Renewable Energy Generated: 8,118 KWH Saved per year  
 Proposed GHG Emissions Reduced (CO2 Equivalents): 4.100  
 Proposed Funds Leveraged: \$0.00  
 Proposed ECECBG Budget: 466,020.00  
 Projected Costs Within Budget: Administration: \$0.00 Revolving Loans: \$0.00 Subgrants: \$436,344.00  
 Project Contact First Name: Robert Last Name: Neal Email: rneal@cityoflancasterca.org  
 Metric Activity: Building Retrofits If Other: \_\_\_\_\_

**Project Summary: (limit summary to space provided)**

With the use of the ECECBG funds, the City of Lancaster plans to replace the existing inefficient HVAC units from City Hall with energy efficient units and modify the operation of the system to provide for a more efficient flow of heated and cooled air throughout the southern portion of the building. This activity supports both of the identified goals and the objectives in that jobs will be created/retained during design and construction and the energy efficiency of the new units will provide cost savings for years to come.

Retrofit of the existing City Hall HVAC system will include the following:

1. City will prepare and advertise plans and specifications for replacement of the southern City Hall HVAC System and award contract in accordance with City's contracting procedures.
2. Successful contractor will, after execution of all contract documents, procure needed materials and complete the work as noted below.
3. Replacement of two existing dual duct rooftop units, 15 terminal units and multiple diffuser/grilles installed in 1984 with two new dual duct rooftop units equipped with economizer outdoor air dampers, 18 terminal units and multiple diffuser/grilles distributed within City Hall based on cooling/heating needs required for current hard wall office, conference room and open cubicle configurations.
4. Replacement of two 3-ton single zone rooftop units servicing the computer server room with a new 8-ton split system packaged unit.
5. Installation of instrumentation controls that allow for demand limiting, duty cycling, automatic time scheduling, start/stop time optimization, night setback/setup, staggered start, weekly, monthly and annual scheduling, energy calculations, multi-zone damper control, etc.
6. Cleaning, repair and replacement of existing supply and return system air ducts and accessories
7. Balancing air handling systems including new and existing dual duct systems, constant-volume air systems and variable-air volume systems
8. Estimated time of completion 12-18 months.

The specific outcomes of this project are to:

1. Retain jobs.
2. Reduce energy consumption by 8118 KWH per year.
3. Reduce the carbon foot print by 4.1 tons per year.



**EECBG Activity Worksheet**

Grantee: City of Lancaster Date: 06/15/2009  
 DUNS #: 151324167 Program Contact Email: sdassler@cityoflanasterca.org  
 Program Contact First Name: Steven Last Name: Dassler  
 Project Title: City Owned Street Light Lamp Retrofit  
 Activity: 5. Energy Efficiency Retrofits If Other: \_\_\_\_\_  
 Sector: Public If Other: \_\_\_\_\_  
 Proposed Number of Jobs Created: 0.00 Proposed Number of Jobs Retained: 9.70  
 Proposed Energy Saved and/or Renewable Energy Generated: 486192  
 Proposed GHG Emissions Reduced (CO2 Equivalents): 3,057,168.000  
 Proposed Funds Leveraged: \$0.00  
 Proposed EECBG Budget: 892,780.00  
 Projected Costs Within Budget: Administration: \$0.00 Revolving Loans: \$0.00 Subgrants: \$855,960.00  
 Project Contact First Name: Steven Last Name: Anderson Email: sanderson@cityoflanasterca.org  
 Metric Activity: Government, School, Institutional Procurement If Other: \_\_\_\_\_

**Project Summary: (limit summary to space provided)**

The City of Lancaster will use the EECBG funds to remove the existing inventory of approximately 800 - 250 Watt, type III, High Pressure Sodium street light fixtures at 152 signalized intersections and replace them with high efficiency 250 Watt LED fixtures. This activity supports both goals and the identified objectives in that it is estimated that the energy consumption will be reduced by approximately 40% upon completion of the project and the activity will create/retain jobs during design and construction.

**The project proposes:**

1. City will prepare and advertise plans and specifications for replacement of High Pressure Sodium (HPS) street light fixtures with Light Emitting Diode(LED) street light fixtures and award contract in accordance with City's contracting procedures.
2. Successful contractor will after execution of all contract documents, procure LED fixtures and remove and replace existing HPS fixtures with LED fixtures.
3. The time frame for completion of the project will be within 9 months after delivery of LED fixtures.

**The specific outcomes of this project are to:**

1. Retain jobs.
2. Reduce energy consumption by 486,192 KWH per year which equates to an estimated saving of \$75,500 per year.
3. Reduce the carbon foot print by 3,057,168 pounds per year.
4. Increase driver/pedestrian visibility at signalized intersections.
5. Reduce hazardous waste stream by keeping HPS lamps out of the landfill.

*If you are proposing more than one activity, save this file as many times as needed with successive page numbers. For example: "OH-CITY-Columbus-Project Activity page 1.pdf," "OH-CITY-Columbus-Project Activity page 2.pdf," and continue as needed.*

### ATTACHMENT 3

## U.S. Department of Energy FEDERAL ASSISTANCE REPORTING CHECKLIST AND INSTRUCTIONS

<b>1. Identification Number:</b> DE-SC0001339	<b>2. Program/Project Title:</b> EECBG for Lancaster, CA												
<b>3. Recipient:</b> City of Lancaster, CA													
<b>4. Reporting Requirements:</b> <b>A. MANAGEMENT REPORTING</b> <input type="checkbox"/> Progress Report <input checked="" type="checkbox"/> Special Status Report	Frequency  A	No. of Copies  Upload only 1 copy to the address in the next column at the interval specified in the previous column.	Addressees  EECBG@eo.doe.gov Contracting Officer listed in Block 25 of Assistance Agreement										
<b>B. SCIENTIFIC/TECHNICAL REPORTING</b> (Reports/Products must be submitted with appropriate DOE F 241. The 241 forms are available at <a href="http://www.osti.gov/ellink">www.osti.gov/ellink</a> )  <table style="width: 100%; border: none;"> <tr> <td style="text-align: center;">Report/Product</td> <td style="text-align: center;">Form</td> </tr> <tr> <td><input type="checkbox"/> Final Scientific/Technical Report</td> <td>DOE F 241.3</td> </tr> <tr> <td><input type="checkbox"/> Conference papers/proceedings*</td> <td>DOE F 241.3</td> </tr> <tr> <td><input type="checkbox"/> Software/Manual</td> <td>DOE F 241.4</td> </tr> <tr> <td><input type="checkbox"/> Other (see Special Instructions)</td> <td>DOE F 241.3</td> </tr> </table> * <i>Scientific and technical conferences only</i>	Report/Product	Form	<input type="checkbox"/> Final Scientific/Technical Report	DOE F 241.3	<input type="checkbox"/> Conference papers/proceedings*	DOE F 241.3	<input type="checkbox"/> Software/Manual	DOE F 241.4	<input type="checkbox"/> Other (see Special Instructions)	DOE F 241.3			
Report/Product	Form												
<input type="checkbox"/> Final Scientific/Technical Report	DOE F 241.3												
<input type="checkbox"/> Conference papers/proceedings*	DOE F 241.3												
<input type="checkbox"/> Software/Manual	DOE F 241.4												
<input type="checkbox"/> Other (see Special Instructions)	DOE F 241.3												
<b>C. FINANCIAL REPORTING</b> <input checked="" type="checkbox"/> SF-425, Federal Financial Report	Q, F		EECBG@eo.doe.gov Contracting Officer listed in Block 25 of Assistance Agreement										
<b>D. CLOSEOUT REPORTING</b> <input type="checkbox"/> Patent Certification <input checked="" type="checkbox"/> Property Certification <input type="checkbox"/> Other (see Special Instructions)	F		EECBG@eo.doe.gov Contracting Officer listed in Block 25 of Assistance Agreement										
<b>E. OTHER REPORTING</b> <input type="checkbox"/> Annual Indirect Cost Proposal <input type="checkbox"/> Annual Inventory Report of Federally Owned Property, if any <input checked="" type="checkbox"/> Other – See Section 5 below:	Q, F, A		See Special Instructions Below										
<b>FREQUENCY CODES AND DUE DATES:</b> <table style="width: 100%; border: none;"> <tr> <td style="width: 50%;">A - Within 5 calendar days after events or as specified.</td> <td style="width: 50%;">S - Semiannually; within 30 days after end of reporting period.</td> </tr> <tr> <td>F - Final; 90 calendar days after expiration or termination of the award.</td> <td>Q - Quarterly; within 30 days after end of the reporting period.</td> </tr> <tr> <td>Y - Yearly; 90 days after the end of the reporting period.</td> <td></td> </tr> </table>				A - Within 5 calendar days after events or as specified.	S - Semiannually; within 30 days after end of reporting period.	F - Final; 90 calendar days after expiration or termination of the award.	Q - Quarterly; within 30 days after end of the reporting period.	Y - Yearly; 90 days after the end of the reporting period.					
A - Within 5 calendar days after events or as specified.	S - Semiannually; within 30 days after end of reporting period.												
F - Final; 90 calendar days after expiration or termination of the award.	Q - Quarterly; within 30 days after end of the reporting period.												
Y - Yearly; 90 days after the end of the reporting period.													
<b>5. Special Instructions:</b> Forms are available at <a href="https://www.eere-pmc.energy.gov/forms.asp">https://www.eere-pmc.energy.gov/forms.asp</a> .  Other Reporting is as follows: Energy Efficiency and Conservation Strategy (if applicable) ANNUAL REPORTS ARRA – Performance Progress Report  See Federal Assistance Reporting Instructions on following pages for more details.  Please note: All quarterly reports are due no later than 30 days after the end of the reporting period. Because this award is funded under the Recovery Act, the ARRA Performance Progress Report is due no later than 10 days after the end of the reporting period.													

## Federal Assistance Reporting Instructions

Reporting requirements under the EECBG Program consist of the following types of reports:

### SPECIAL STATUS REPORT

The recipient must report the following events by e-mail as soon as possible after they occur:

1. Developments that have a significant favorable impact on the project.
2. Problems, delays, or adverse conditions which materially impair the recipient's ability to meet the objectives of the award or which may require DOE to respond to questions relating to such events from the public. For example, the recipient must report any of the following incidents and include the anticipated impact and remedial action to be taken to correct or resolve the problem/condition:
  - a. Any single fatality or injuries requiring hospitalization of five or more individuals.
  - b. Any significant environmental permit violation.
  - c. Any verbal or written Notice of Violation of any Environmental, Safety, and Health statutes or regulations.
  - d. Any incident which causes a significant process or hazard control system failure.
  - e. Any event which is anticipated to cause a significant schedule slippage or cost increase.
  - f. Any damage to Government-owned equipment in excess of \$50,000.
  - g. Any other incident that has the potential for high visibility in the media.

### FINANCIAL REPORTING

- FOR ALL RECIPIENTS: Submit a Quarterly Progress Report and the SF-425 Federal Financial Report. Instructions for the Quarterly Progress Report are below. The SF-425 is available at <http://www.whitehouse.gov/omb/grants/index.html>.

### CLOSEOUT REPORTING

#### Property Certification

The recipient must provide the Property Certification, including the required inventories of non-exempt property, located at <http://grants.pr.doe.gov>.

### EECS STRATEGY (for units of local government and Indian tribes only)

- FOR UNITS OF LOCAL GOVERNMENT AND INDIAN TRIBES: units of local government and Indian tribes that do not submit an Energy Efficiency and Conservation Strategy (EECS) with their application must submit one not later than one-hundred twenty (120) days after the effective date of the award. The EECS shall be a comprehensive strategy that covers, at a minimum, all items details in Attachment D as well as the following:
  - Jurisdictional area covered by plan and governing body and/or office with direct authority over plan
  - Plan implementation partners and any leverages funds from private or other public sources
  - Baseline energy use and GHG emissions inventory and forecast
  - Goals/objectives for total energy use and emissions reductions, and energy efficiency increase (including deployment of renewable technologies)
    - Goals can be qualitative

- Actions/plans/strategies and implementation schedule to meet goals
  - Actions and strategies included in the plan can be eligible activities for use of funds under EECBG as well as activities that are ineligible; comprehensive planning is encouraged. The eligible activities should be marked as such.
  - Applicants are encouraged, in particular, to include the potential impact of anticipated leveraged funds from private as well as other public sources.
- Expected outcomes and benefits of plan:
  - Jobs created and/or retained
  - Energy saved
  - Renewable energy capacity
  - GHG emissions reduced
  - Funds leveraged
- Obstacles to reaching goals and strategies to remove obstacles
- Policies and/or administrative actions adopted or needed to support actions/plans/strategies/targets/schedule
- Evaluation, monitoring and verification plan
- Plan for how activities will be sustained beyond grant period
- Plans for the use of funds by adjacent eligible units of local governments that receive grants under the program; and plans to coordinate and share information with the state in which the eligible unit of local government is located regarding activities carried out using the grant to maximize the energy efficiency and conservation benefits under this part.
- Plans for how these funds will be coordinated with leverages funds, including other Recovery Act funds, to maximize benefits for local and regional communities.

## ANNUAL REPORTS

- **FOR UNITS OF LOCAL GOVERNMENT AND INDIAN TRIBES:** Submit annual reports not later than two (2) years after the effective date of this award and annually thereafter. The annual report shall describe the status of development and implementation of the energy efficiency and conservation strategy and an assessment of energy efficiency gains within the jurisdiction of the eligible unit of local government or Indian Tribe. The annual report shall also address the metrics listed below.
- **FOR STATES:** Submit annual reports not later than one (1) year after the effective date of this award and annually thereafter. The annual report will include the metrics listed below as well as:
  - The status of development and implementation of the energy efficiency and conservation strategy of the state during the preceding calendar year;
  - The status of the subgrant program of the state;
  - Specific energy efficiency and conservation goals of the state for subsequent calendar years; and
  - Activities (list all programs created or supported by program funds and amount of program funds spent on each activity, indicate which programs are new and which are existing, indicate which programs are supported solely by program funds, and which have other funding sources).

## ARRA PERFORMANCE PROGRESS REPORT

*Failure to comply with this reporting requirement may result in termination of that part of the award funding by Recovery Act.*

Not later than 10 days after the end of each calendar quarter, each recipient shall submit a report to the grantor agency that contains:

- The total amount of American Recovery and Reinvestment Act of 2009, Pub. L. 111-5, covered funds received from that agency;
- The amount of American Recovery and Reinvestment Act of 2009, Pub. L. 111-5, covered funds received that were expended or obligated to project or activities;
- A detailed list of all projects or activities for which American Recovery and Reinvestment Act of 2009, Pub. L. 111-5, covered funds were expended or obligated including:

- Name of project or activity
  - Description of project or activity
  - Evaluation of the completion status of project or activity
  - Estimate of number of jobs created and retained by project or activity *in the manner and form prescribed by DOE*
  - Infrastructure investments made by State and local governments, purpose, total cost, rationale or agency for funding infrastructure investment, name of agency contact.
  - Information on subcontracts or subgrants awarded by recipient to include data elements required to comply with the Federal Accountability and Transparency Act of 2006 (Pub. L. 109-282).
- Compliance: As a condition of receipt of funds under this Act, no later than 180 days of enactment, all recipients shall provide the information described above.

DOE intends to append the periodic ARRA – Performance Progress Report to include reporting on the following, at a minimum:

The results of the funding provided for the EECBG Program through the American Recovery and Reinvestment Act (ARRA) will be assessed according to the following performance metrics:

- Jobs created and/or retained
- Energy (kwh/therms/gallons/BTUs/etc.) saved
- Renewable energy generated
- GHG emissions reduced
- Cost savings

The metrics described below are designed to track the accomplishments of projects funded by EECBG. States must not include results reported by direct grant recipients. Grant recipients will be presented with reporting requirements at the time they receive funding and will be expected to report their achievements in terms of the specified metrics presented below.

Grant recipients will be required to report quarterly on project expenditures, and also on specific activities and achievements, such as square feet of buildings retrofitted. These items tend to be outputs (actions taken by grant recipients) but also include some short-term outcomes (results achieved relatively soon after project outputs occur that lead toward attainment of ultimate project objectives).

**Expenditures:** Accurate records should be kept on project expenditures for all EECBG ARRA funded efforts. The specific information to be gathered and tracked is listed below. It will be the same for all project types:

- Expenditures for project activities
- Expenditures for administration
- Expenditures for evaluation
- Leveraged funds

**Metrics Activity:** The key metrics to be reported will vary by project type. The minimum information to be reported, by project activity type, is reported below.

#### Building Codes and Standards

- Name of new code adopted
- Name of old code replaced
- Number of new and existing buildings covered by new code

#### Building Retrofits

- Number of buildings retrofitted, by sector
- Square footage of buildings retrofitted, by sector

#### Clean Energy Policy

- Number of alternative energy plans developed or improved
- Number of renewable portfolio standards established or improved
- Number of interconnection standards established or improved

- Number of energy efficiency portfolio standards established or improved
- Number of other policies developed or improved

#### Building Energy Audits

- Number of audits performed, by sector
- Floor space audited, by sector
- Auditor's projection of energy savings, by sector

#### Energy Efficiency Rating and Labeling

- Types of energy-consuming devices for which energy-efficiency rating and labeling systems were endorsed by the grantee

#### Government, School, Institutional Procurement

- Number of units purchased, by type (e.g., vehicles, office equipment, HVAC equipment, streetlights, exit signs)

#### Industrial Process Efficiency (kwh equivalents)

- Reduction in natural gas consumption (mmcf)
- Reduction in fuel oil consumption (gallons)
- Reduction in electricity consumption (MWh)

#### Loans and Grants

- Number and monetary value of loans given
- Number and monetary value of grants given

#### Renewable Energy Market Development

- Number and size of solar energy systems installed
- Number and size of wind energy systems installed
- Number and size of other renewable energy systems installed

#### Financial Incentives for Energy Efficiency and Other Covered Investments

- Monetary value of financial incentive provided, by sector
- Total value of investments incentivized, by sector

#### Technical Assistance

- Number of information transactions contacts (for example, webinar, site visit, media, fact sheet) in which energy efficiency or renewable energy measure were recommended, by sector

#### Transportation

- Number of alternative fuel vehicles purchased
- Number of conventional vehicles converted to alternative fuel use
- Number of new alternative refueling stations emplaced
- Number of new carpools and vanpools formed
- Number of energy-efficient traffic signals installed
- Number of street lane-miles for which synchronized traffic signals were installed

#### Workshops, Training, and Education

- Number of workshops, training, and education sessions held, by sector
- Number of people attending workshops, training, and education sessions, by sector

#### Other Activities Not Previously Defined

- Pertinent metric information for any activity not defined above should be captured and included as needed

**Short-term Outcomes (DOE will provide supplemental guidance on how to calculate these outcomes to ensure consistent approaches that results can be aggregated at a regional, State and national level):**

#### Energy Savings (kwh equivalents)

- Annual reduction in natural gas consumption (mmcf) by sector and end-use category
- Annual reduction in electricity consumption (MWh) by sector and end-use category
- Annual reduction in electricity demand (MW) by sector and end-use category
- Annual reduction in fuel oil consumption (gallons) by sector and end-use category
- Annual reduction in propane consumption (gallons) by sector and end-use category
- Annual reduction in gasoline and diesel fuel consumption (gallons) by sector and end-use category

#### Job Creation/Retention

- Number
- Type
- Duration

#### Renewable Energy Capacity and Generation

- Amount of wind-powered electric generating capacity installed (MW)
- Amount of electricity generated from wind systems (MWh)
- Amount of photovoltaic generating capacity installed (MW)
- Amount of electricity generated from photovoltaic systems (MWh)
- Amount of electric generating capacity from other renewable sources installed (MW)
- Amount of electricity generated from other renewable sources (MWh)

#### Emissions Reductions (tons) (CO2 equivalents)

- Methane
- Carbon
- Sulfur dioxide
- Nitrogen oxide
- Carbon monoxide

#### Protected Personally Identifiable Information (PII)

Reports must not contain any *Protected* PII. PII is any information about an individual which can be used to distinguish or trace an individual's identity. Some information that is considered to be PII is available in public sources such as telephone books, public websites, university listings, etc. This type of information is considered to be Public PII and includes, for example, first and last name, address, work telephone number, e-mail address, home telephone number, and general educational credentials. In contrast, *Protected* PII is defined as an individual's first name or first initial and last name in combination with any one or more of types of information, including, but not limited to, social security number, passport number, credit card numbers, clearances, bank numbers, biometrics, date and place of birth, mother's maiden name, criminal, medical and financial records, educational transcripts, etc.

**ATTACHMENT 4 – BUDGET PAGES**



Applicant Name: City of Lancaster

Award Number:

### Budget Information - Non Construction Programs

OMB Approval No. 0348-0044

Section A - Budget Summary		Estimated Unobligated Funds		New or Revised Budget		Total (g)
Grant Program Function or Activity (a)	Catalog of Federal Domestic Assistance Number (b)	Federal (c)	Non-Federal (d)	Federal (e)	Non-Federal (f)	
1. Street Light Retrofit	81.128			\$892,780		\$892,780
2. HVAC Replacement	81.128			\$466,020		\$466,020
3.						\$0
4.						\$0
5. Totals		\$0	\$0	\$1,358,800		\$1,358,800
Section B - Budget Categories						
6. Object Class Categories	Grant Program, Function or Activity			(3)	(4)	Total (5)
	Street Light Retrofit	HVAC Replacement				
a. Personnel	\$12,298	\$13,891				\$26,189
b. Fringe Benefits	\$6,908	\$7,185				\$14,093
c. Travel						\$0
d. Equipment						\$0
e. Supplies						\$0
f. Contractual	\$1,000	\$6,600				\$7,600
g. Construction	\$834,400	\$438,344				\$1,272,744
h. Other	\$38,174	\$0				\$38,174
i. Total Direct Charges (sum of 6a-6h)	\$892,780	\$466,020		\$0		\$1,358,800
j. Indirect Charges						\$0
k. Totals (sum of 6i-6j)	\$892,780	\$466,020		\$0		\$1,358,800
7. Program Income		\$0	\$0			\$0

**Section C - Non-Federal Resources**

(a) Grant Program	(b) Applicant	(c) State	(d) Other Sources				(e) Totals
			1st Quarter	2nd Quarter	3rd Quarter	4th Quarter	
8. EECBG	\$0	\$0				\$0	\$0
9.							\$0
10.							\$0
11.							\$0
12. Total (sum of lines 8 - 11)	\$0	\$0				\$0	\$0

**Section D - Forecasted Cash Needs**

	Total for 1st Year	1st Quarter	2nd Quarter	3rd Quarter	4th Quarter
13. Federal	\$1,358,800	\$25,000	\$350,000	\$847,920	\$135,880
14. Non-Federal	\$0	\$0	\$0	\$0	\$0
15. Total (sum of lines 13 and 14)	\$1,358,800	\$25,000	\$350,000	\$847,920	\$135,880

**Section E - Budget Estimates of Federal Funds Needed for Balance of the Project**

(a) Grant Program	Future Funding Periods (Years)			
	(b) First	(c) Second	(d) Third	(e) Fourth
16. EECBG	\$0	\$0	\$0	\$0
17.				
18.				
19.				
20. Total (sum of lines 16-19)	\$0	\$0	\$0	\$0

**Section F - Other Budget Information**

21. Direct Charges	
22. Indirect Charges	

f. reproduction and legal , h. Other Street light Retrofit is for Environm

23. Remarks

f. reproduction and legal , h. Other Street light Retrofit is for Environmental Compliance

Attachment\_6\_-\_Davis\_Bacon\_Wages

GENERAL DECISION: CA20080033 07/31/2009 CA33

Date: July 31, 2009

General Decision Number: CA20080033 07/31/2009

Superseded General Decision Number: CA20070033

State: California

Construction Types: Building, Heavy (Heavy and Dredging) and Highway

County: Los Angeles County in California.

BUILDING CONSTRUCTION PROJECTS; DREDGING PROJECTS (does not include hopper dredge work); HEAVY CONSTRUCTION PROJECTS (does not include water well drilling); HIGHWAY CONSTRUCTION PROJECTS

Modification Number	Publication Date
0	02/08/2008
1	02/15/2008
2	02/22/2008
3	02/29/2008
4	03/07/2008
5	04/04/2008
6	04/11/2008
7	05/09/2008
8	06/20/2008
9	07/04/2008
10	07/11/2008
11	08/01/2008
12	08/08/2008
13	08/15/2008
14	08/29/2008
15	09/12/2008
16	10/03/2008
17	01/02/2009
18	02/06/2009
19	02/27/2009
20	03/06/2009
21	04/03/2009
22	04/17/2009
23	05/01/2009
24	06/05/2009
25	07/03/2009
26	07/10/2009
27	07/31/2009

ASBE0005-002 08/07/2007

	Rates	Fringes
Asbestos Workers/Insulator (Includes the application of all insulating materials, protective coverings, coatings, and finishes to all types of mechanical systems).....	\$ 37.01	10.84
Fire Stop Technician (Application of Firestopping Materials for wall openings and penetrations in walls,		

Attachment\_6\_-\_Davis\_Bacon\_Wages

floors, ceilings and curtain walls).....\$ 20.76 10.23

ASBE0005-004 08/07/2006

Rates Fringes

Asbestos Removal worker/hazardous material handler (Includes preparation, wetting, stripping, removal, scrapping, vacuuming, bagging and disposing of all insulation materials from mechanical systems, whether they contain asbestos or not)....\$ 19.55 6.38

BOIL0092-003 10/01/2008

Rates Fringes

BOILERMAKER.....\$ 39.24 20.26

BRCA0004-007 05/01/2009

Rates Fringes

BRICKLAYER; MARBLE SETTER.....\$ 36.00 12.15

BRCA0018-004 06/01/2008

Rates Fringes

MARBLE FINISHER.....\$ 25.52 9.08  
 TILE FINISHER.....\$ 21.07 7.88  
 TILE LAYER.....\$ 32.05 11.99

BRCA0018-010 09/01/2008

Rates Fringes

TERRAZZO FINISHER.....\$ 26.59 9.62  
 TERRAZZO WORKER/SETTER.....\$ 33.63 10.46

CARP0409-001 07/01/2009

Rates Fringes

CARPENTER  
 (1) Carpenter, Cabinet Installer, Insulation Installer, Hardwood Floor Worker and acoustical installer.....\$ 37.35 10.58  
 (2) Millwright.....\$ 37.85 10.58  
 (3) Piledriver/Derrick Bargeman, Bridge or Dock Carpenter, Heavy Framer, Rock Bargeman or Scowman, Rockslinger, Shingler (Commercial).....\$ 37.48 10.58  
 (4) Pneumatic Nailer,

Attachment 6 -- Davis Bacon Wages

Power Stapler.....	\$ 37.60	10.58
(5) Sawfiler.....	\$ 37.44	10.58
(6) Scaffold Builder.....	\$ 28.55	10.58
(7) Table Power Saw Operator.....	\$ 37.45	10.58

FOOTNOTE: Work of forming in the construction of open cut sewers or storm drains, on operations in which horizontal lagging is used in conjunction with steel H-Beams driven or placed in pre- drilled holes, for that portion of a lagged trench against which concrete is poured, namely, as a substitute for back forms (which work is performed by piledrivers): \$0.13 per hour additional. Certified welder - \$1.00 per hour premium.

CARP0409-002 07/01/2008

	Rates	Fringes
Diver		
(1) Wet.....	\$ 663.68	9.82
(2) Standby.....	\$ 331.84	9.82
(3) Tender.....	\$ 323.84	9.82
(4) Assistant Tender.....	\$ 299.84	9.82

Amounts in "Rates" column are per day

CARP0409-005 07/01/2009

	Rates	Fringes
Drywall		
DRYWALL INSTALLER/LATHER....	\$ 37.35	10.58
STOCKER/SCRAPPER.....	\$ 10.00	6.67

CARP0409-008 07/01/2008

	Rates	Fringes
Modular Furniture Installer.....	\$ 19.00	7.41

ELEC0011-004 01/26/2009

	Rates	Fringes
ELECTRICIAN (INSIDE ELECTRICAL WORK)		
Journeyman Electrician.....	\$ 35.95	3%+17.72
ELECTRICIAN (INTELLIGENT TRANSPORTATION SYSTEMS Street Lighting, Traffic Signals, CCTV, and Underground Systems)		
Journeyman Transportation Electrician.....	\$ 35.60	3%+18.07
Technician.....	\$ 26.70	3%+18.07

FOOT NOTE:  
 CABLE SPLICER & INSTRUMENT PERSON: Recieve 5% additional per hour above Journeyman Electrician basic hourly rate.  
 TUNNEL WORK: 10% additional per hour.

SCOPE OF WORK - TRANSPORTATION SYSTEMS

Attachment\_6\_-\_Davis\_Bacon\_Wages

**ELECTRICIAN:**

Installation of street lights and traffic signals, including electrical circuitry, programmable controllers, pedestal-mounted electrical meter enclosures and laying of pre-assembled multi-conductor cable in ducts, layout of electrical systems and communication installation, including proper position of trench depths and radius at duct banks, location for man holes, pull boxes, street lights and traffic signals. Installation of underground ducts for electrical, telephone, cable television and communication systems. Pulling, termination and splicing of traffic signal and street lighting conductors and electrical systems including interconnect, detector loop, fiber optic cable and video/cable.

**TECHNICIAN:**

Distribution of material at job site, manual excavation and backfill, installation of system conduits and raceways for electrical, telephone, cable television and communication systems. Pulling, terminating and splicing of traffic signal and street lighting conductors and electrical systems including interconnect, detector loop, fiber optic cable and video/data.

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 \* ELEC0011-005 03/01/2008

COMMUNICATIONS & SYSTEMS WORK (excludes any work on Intelligent Transportation Systems or CCTV highway systems)

	Rates	Fringes
Communications System		
Installer.....	\$ 26.43	3%+7.60
Technician.....	\$ 28.23	3%+7.60

SCOPE OF WORK The work covered shall include the installation, testing, service and maintenance, of the following systems that utilize the transmission and/or transference of voice, sound, vision and digital for commercial, education, security and entertainment purposes for TV monitoring and surveillance, background foreground music, intercom and telephone interconnect, inventory control systems, microwave transmission, multi-media, multiplex, nurse call system, radio page, school intercom and sound, burglar alarms and low voltage master clock systems.

A. Communication systems that transmit or receive information and/or control systems that are intrinsic to the above listed systems SCADA (Supervisory control/data acquisition PCM (Pulse code modulation) Inventory control systems Digital data systems Broadband & baseband and carriers Point of sale systems VSAT data systems Data communication systems RF and remote control systems Fiber optic data systems

B. Sound and Voice Transmission/Transference Systems Background-Foreground Music Intercom and Telephone Interconnect Systems Sound and Musical Entertainment Systems Nurse Call Systems Radio Page Systems School Intercom and Sound Systems Burglar Alarm Systems Low-Voltage Master Clock Systems Multi-Media/Multiplex

Attachment 6 - Davis Bacon Wages  
Systems Telephone Systems RF Systems and Antennas and Wave  
Guide

C. \*Fire Alarm Systems-installation, wire pulling and testing.

D. Television and Video Systems Television Monitoring and Surveillance Systems Video Security Systems Video Entertainment Systems Video Educational Systems CATV and CCTV

E. Security Systems, Perimeter Security Systems, Vibration Sensor Systems  
Sonar/Infrared Monitoring Equipment, Access Control Systems, Card Access Systems

\*Fire Alarm Systems

1. Fire Alarms-In Raceways: wire and cable pulling in raceways performed at the current electrician wage rate and fringe benefits. Installation and termination of devices, panels, startup, testing and programming performed by the Technician.
2. Fire Alarms-Open Wire systems: installed by the Technician.

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\* ELEC1245-001 06/01/2009

	Rates	Fringes
LINE CONSTRUCTION		
(1) Lineman; Cable splicer..	\$ 44.47	13.11
(2) Equipment specialist (operates crawler tractors, commercial motor vehicles, backhoes, trenchers, cranes (50 tons and below), overhead & underground distribution line equipment).....	\$ 35.52	12.07
(3) Groundman.....	\$ 27.17	11.82
(4) Powderman.....	\$ 39.71	12.23

HOLIDAYS: New Year's Day, M.L. King Day, Memorial Day, Independence Day, Labor Day, Veterans Day, Thanksgiving Day and day after Thanksgiving, Christmas Day

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ELEV0018-001 01/01/2009

	Rates	Fringes
ELEVATOR MECHANIC.....	\$ 44.10	18.285

FOOTNOTE:

PAID VACATION: Employer contributes 8% of regular hourly rate as vacation pay credit for employees with more than 5 years of service, and 6% for 6 months to 5 years of service.  
PAID HOLIDAYS: New Years Day, Memorial Day, Independence Day, Labor Day, Veterans Day, Thanksgiving Day, Friday after Thanksgiving, and Christmas Day.

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ENGI0012-003 07/01/2009

	Rates	Fringes
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Attachment\_6\_-\_Davis\_Bacon\_Wages

POWER EQUIPMENT OPERATOR (All  
Other work)

GROUP 1.....	\$ 36.83	17.22
GROUP 2.....	\$ 37.61	17.22
GROUP 3.....	\$ 37.90	17.22
GROUP 4.....	\$ 39.39	17.22
GROUP 5.....	\$ 40.49	17.22
GROUP 6.....	\$ 39.61	17.22
GROUP 7.....	\$ 40.71	17.22
GROUP 8.....	\$ 39.72	17.22
GROUP 9.....	\$ 40.82	17.22
GROUP 10.....	\$ 39.84	17.22
GROUP 11.....	\$ 40.94	17.22
GROUP 12.....	\$ 40.01	17.22
GROUP 13.....	\$ 40.11	17.22
GROUP 14.....	\$ 40.14	17.22
GROUP 15.....	\$ 40.22	17.22
GROUP 16.....	\$ 40.34	17.22
GROUP 17.....	\$ 40.51	17.22
GROUP 18.....	\$ 40.61	17.22
GROUP 19.....	\$ 40.72	17.22
GROUP 20.....	\$ 40.84	17.22
GROUP 21.....	\$ 41.01	17.22
GROUP 22.....	\$ 41.11	17.22
GROUP 23.....	\$ 41.22	17.22
GROUP 24.....	\$ 41.34	17.22
GROUP 25.....	\$ 41.51	17.22

POWER EQUIPMENT OPERATOR  
(Cranes, Piledriving &  
Hoisting)

GROUP 1.....	\$ 38.18	17.22
GROUP 2.....	\$ 38.96	17.22
GROUP 3.....	\$ 39.25	17.22
GROUP 4.....	\$ 39.39	17.22
GROUP 5.....	\$ 39.61	17.22
GROUP 6.....	\$ 39.72	17.22
GROUP 7.....	\$ 39.84	17.22
GROUP 8.....	\$ 40.01	17.22
GROUP 9.....	\$ 40.18	17.22
GROUP 10.....	\$ 41.18	17.22
GROUP 11.....	\$ 42.18	17.22
GROUP 12.....	\$ 43.18	17.22
GROUP 13.....	\$ 44.18	17.22

POWER EQUIPMENT OPERATOR  
(Tunnel work)

GROUP 1.....	\$ 38.68	17.22
GROUP 2.....	\$ 39.46	17.22
GROUP 3.....	\$ 39.75	17.22
GROUP 4.....	\$ 39.89	17.22
GROUP 5.....	\$ 40.11	17.22
GROUP 6.....	\$ 40.22	17.22
GROUP 7.....	\$ 40.34	17.22

PREMIUM PAY:

\$3.75 per hour shall be paid on all Power Equipment Operator work on the following Military Bases: China Lake Naval Reserve, Vandenberg AFB, Point Arguello, Seely Naval Base, Fort Irwin, Nebo Annex Marine Base, Marine Corp Logistics Base Yermo, Edwards AFB, 29 Palms Marine Base and Camp Pendleton

workers required to suit up and work in a hazardous material environment: \$2.00 per hour additional. Combination mixer



Attachment\_6\_-\_Davis\_Bacon\_Wages  
and compressor operator on gunite work shall be classified  
as a concrete mobile mixer operator.

#### POWER EQUIPMENT OPERATORS CLASSIFICATIONS

GROUP 1: Bargeman; Brakeman; Compressor operator; Ditch  
witch, with seat or similar type equipment; Elevator  
operator-inside; Engineer Oiler; Forklift operator  
(includes loed, lull or similar types under 5 tons;  
Generator operator; Generator, pump or compressor plant  
operator; Pump operator; Signalman; Switchman

GROUP 2: Asphalt-rubber plant operator (nurse tank operator);  
Concrete mixer operator-skip type; Conveyor operator;  
Fireman; Forklift operator (includes loed, lull or similar  
types over 5 tons; Hydrostatic pump operator; oiler crusher  
(asphalt or concrete plant); Petromat laydown machine; PJU  
side dum jack; Screening and conveyor machine operator (or  
similar types); Skiploader (wheel type up to 3/4 yd.  
without attachment); Tar pot fireman; Temporary heating  
plant operator; Trenching machine oiler

GROUP 3: Asphalt-rubber blend operator; Bobcat or similar  
type (Skid steer); Equipment greaser (rack); Ford Ferguson  
(with dragtype attachments); Helicopter radioman (ground);  
Stationary pipe wrapping and cleaning machine operator

GROUP 4: Asphalt plant fireman; Backhoe operator (mini-max or  
similar type); Boring machine operator; Boxman or mixerman  
(asphalt or concrete); Chip spreading machine operator;  
Concrete cleaning decontamination machine operator;  
Concrete Pump Operator (small portable); Drilling machine  
operator, small auger types (Texoma super economatic or  
similar types - Hughes 100 or 200 or similar types -  
drilling depth of 30' maximum); Equipment greaser (grease  
truck); Guard rail post driver operator; Highline cableway  
signalman; Horizontal Directional Drilling Machine;  
Hydra-hammer-aero stomper; Micro Tunneling (above ground  
tunnel); Power concrete curing machine operator; Power  
concrete saw operator; Power-driven jumbo form setter  
operator; Power sweeper operator; Rock wheel Saw/Trencher;  
Roller operator (compacting); Screed operator (asphalt or  
concrete); Trenching machine operator (up to 6 ft.); Vacuum  
or much truck

GROUP 5: Equipment Greaser (Grease Truck/Multi Shift).

GROUP 6: Articulating material hauler; Asphalt plant  
engineer; Batch plant operator; Bit sharpener; Concrete  
joint machine operator (canal and similar type); Concrete  
planer operator; Dandy digger; Deck engine operator;  
Derrickman (oilfield type); Drilling machine operator,  
bucket or auger types (Calweld 100 bucket or similar types  
- Watson 1000 auger or similar types - Texoma 330, 500 or  
600 auger or similar types - drilling depth of 45'  
maximum); Drilling machine operator; Hydrographic seeder  
machine operator (straw, pulp or seed), Jackson track  
maintainer, or similar type; Kalamazoo Switch tamper, or  
similar type; Machine tool operator; Maginnis internal full  
slab vibrator, Mechanical berm, curb or gutter (concrete or  
asphalt); Mechanical finisher operator (concrete,  
Clary-Johnson-Bidwell or similar); Micro tunnel system  
(below ground); Pavement breaker operator (truck mounted);

Attachment 6 - Davis Bacon Wages

Road oil mixing machine operator; Roller operator (asphalt or finish), rubber-tired earth moving equipment (single engine, up to and including 25 yds. struck); Self-propelled tar pipelining machine operator; Skiploader operator (crawler and wheel type, over 3/4 yd. and up to and including 1-1/2 yds.); Slip form pump operator (power driven hydraulic lifting device for concrete forms); Tractor operator-bulldozer, tamper-scraper (single engine, up to 100 h.p. flywheel and similar types, up to and including D-5 and similar types); Tugger hoist operator (1 drum); Ultra high pressure waterjet cutting tool system operator; Vacuum blasting machine operator

GROUP 7: welder - General

GROUP 8: Asphalt or concrete spreading operator (tamping or finishing); Asphalt paving machine operator (Barber Greene or similar type); Asphalt-rubber distribution operator; Backhoe operator (up to and including 3/4 yd.), small ford, Case or similar; Cast-in-place pipe laying machine operator; Combination mixer and compressor operator (gunite work); Compactor operator (self-propelled); Concrete mixer operator (paving); Crushing plant operator; Drill Doctor; Drilling machine operator, Bucket or auger types (Calweld 150 bucket or similar types - Watson 1500, 2000 2500 auger or similar types - Texoma 700, 800 auger or similar types - drilling depth of 60' maximum); Elevating grader operator; Grade checker; Gradall operator; Grouting machine operator; Heavy-duty repairman; Heavy equipment robotics operator; Kalamazoo balliste regulator or similar type; Kolman belt loader and similar type; Le Tourneau blob compactor or similar type; Loader operator (Athey, Euclid, Sierra and similar types); Mobark Chipper or similar; Ozzie padder or similar types; P.C. slot saw; Pneumatic concrete placing machine operator (Hackley-Presswell or similar type); Pumpcrete gun operator; Rock Drill or similar types; Rotary drill operator (excluding caisson type); Rubber-tired earth-moving equipment operator (single engine, caterpillar, Euclid, Athey wagon and similar types with any and all attachments over 25 yds. up to and including 50 cu. yds. struck); Rubber-tired earth-moving equipment operator (multiple engine up to and including 25 yds. struck); Rubber-tired scraper operator (self-loading paddle wheel type-John Deere, 1040 and similar single unit); Self-propelled curb and gutter machine operator; Shuttle buggy; Skiploader operator (crawler and wheel type over 1-1/2 yds. up to and including 6-1/2 yds.); Soil remediation plant operator; Surface heaters and planer operator; Tractor compressor drill combination operator; Tractor operator (any type larger than D-5 - 100 flywheel h.p. and over, or similar-bulldozer, tamper, scraper and push tractor single engine); Tractor operator (boom attachments), Traveling pipe wrapping, cleaning and bending machine operator; Trenching machine operator (over 6 ft. depth capacity, manufacturer's rating); trenching Machine with Road Miner attachment (over 6 ft depth capacity); Ultra high pressure waterjet cutting tool system mechanic; Water pull (compaction) operator

GROUP 9: Heavy Duty Repairman

GROUP 10: Drilling machine operator, Bucket or auger types (Calweld 200 B bucket or similar types-Watson 3000 or 5000

Attachment 6 - Davis Bacon Wages

auger or similar types-Textoma 900 auger or similar types-drilling depth of 105' maximum); Dual drum mixer, dynamic compactor LDC350 (or similar types); Monorail locomotive operator (diesel, gas or electric); Motor patrol-blade operator (single engine); Multiple engine tractor operator (Euclid and similar type-except Quad 9 cat.); Rubber-tired earth-moving equipment operator (single engine, over 50 yds. struck); Pneumatic pipe ramming tool and similar types; Prestressed wrapping machine operator; Rubber-tired earth-moving equipment operator (single engine, over 50 yds. struck); Rubber tired earth moving equipment operator (multiple engine, Euclid, caterpillar and similar over 25 yds. and up to 50 yds. struck), Tower crane repairman; Tractor loader operator (crawler and wheel type over 6-1/2 yds.); Woods mixer operator (and similar Pugmill equipment)

GROUP 11: Heavy Duty Repairman - Welder Combination, welder - Certified.

GROUP 12: Auto grader operator; Automatic slip form operator; Drilling machine operator, bucket or auger types (Calweld, auger 200 CA or similar types - Watson, auger 6000 or similar types - Hughes Super Duty, auger 200 or similar types - drilling depth of 175' maximum); Hoe ram or similar with compressor; Mass excavator operator less than 750 cu. yards; Mechanical finishing machine operator; Mobile form traveler operator; Motor patrol operator (multi-engine); Pipe mobile machine operator; Rubber-tired earth-moving equipment operator (multiple engine, Euclid, Caterpillar and similar type, over 50 cu. yds. struck); Rubber-tired self-loading scraper operator (paddle-wheel-auger type self-loading - two (2) or more units)

GROUP 13: Rubber-tired earth-moving equipment operator operating equipment with push-pull system (single engine, up to and including 25 yds. struck)

GROUP 14: Canal liner operator; Canal trimmer operator; Remote-control earth-moving equipment operator (operating a second piece of equipment: \$1.00 per hour additional); Wheel excavator operator (over 750 cu. yds.)

GROUP 15: Rubber-tired earth-moving equipment operator, operating equipment with push-pull system (single engine, Caterpillar, Euclid, Athey Wagon and similar types with any and all attachments over 25 yds. and up to and including 50 yds. struck); Rubber-tired earth-moving equipment operator, operating equipment with push-pull system (multiple engine-up to and including 25 yds. struck)

GROUP 16: Rubber-tired earth-moving equipment operator, operating equipment with push-pull system (single engine, over 50 yds. struck); Rubber-tired earth-moving equipment operator, operating equipment with push-pull system (multiple engine, Euclid, Caterpillar and similar, over 25 yds. and up to 50 yds. struck)

GROUP 17: Rubber-tired earth-moving equipment operator, operating equipment with push-pull system (multiple engine, Euclid, Caterpillar and similar, over 50 cu. yds. struck); Tandem tractor operator (operating crawler type tractors in tandem - Quad 9 and similar type)

Attachment\_6\_-\_Davis\_Bacon\_Wages

GROUP 18: Rubber-tired earth-moving equipment operator, operating in tandem (scrapers, belly dumps and similar types in any combination, excluding compaction units - single engine, up to and including 25 yds. struck)

GROUP 19: Rotex concrete belt operator (or similar types); Rubber-tired earth-moving equipment operator, operating in tandem (scrapers, belly dumps and similar types in any combination, excluding compaction units - single engine, Caterpillar, Euclid, Athey Wagon and similar types with any and all attachments over 25 yds. and up to and including 50 cu. yds. struck); Rubber-tired earth-moving equipment operator, operating in tandem (scrapers, belly dumps and similar types in any combination, excluding compaction units - multiple engine, up to and including 25 yds. struck)

GROUP 20: Rubber-tired earth-moving equipment operator, operating in tandem (scrapers, belly dumps and similar types in any combination, excluding compaction units - single engine, over 50 yds. struck); Rubber-tired earth-moving equipment operator, operating in tandem (scrapers, belly dumps, and similar types in any combination, excluding compaction units - multiple engine, Euclid, Caterpillar and similar, over 25 yds. and up to 50 yds. struck)

GROUP 21: Rubber-tired earth-moving equipment operator, operating in tandem (scrapers, belly dumps and similar types in any combination, excluding compaction units - multiple engine, Euclid, Caterpillar and similar type, over 50 cu. yds. struck)

GROUP 22: Rubber-tired earth-moving equipment operator, operating equipment with the tandem push-pull system (single engine, up to and including 25 yds. struck)

GROUP 23: Rubber-tired earth-moving equipment operator, operating equipment with the tandem push-pull system (single engine, Caterpillar, Euclid, Athey wagon and similar types with any and all attachments over 25 yds. and up to and including 50 yds. struck); Rubber-tired earth-moving equipment operator, operating with the tandem push-pull system (multiple engine, up to and including 25 yds. struck)

GROUP 24: Rubber-tired earth-moving equipment operator, operating equipment with the tandem push-pull system (single engine, over 50 yds. struck); Rubber-tired earth-moving equipment operator, operating equipment with the tandem push-pull system (multiple engine, Euclid, Caterpillar and similar, over 25 yds. and up to 50 yds. struck)

GROUP 25: Concrete pump operator-truck mounted; Rubber-tired earth-moving equipment operator, operating equipment with the tandem push-pull system (multiple engine, Euclid, Caterpillar and similar type, over 50 cu. yds. struck)

CRANES, PILEDIVING AND HOISTING EQUIPMENT CLASSIFICATIONS

GROUP 1: Engineer oiler; Fork lift operator (includes loed, full or similar types)

Attachment\_6\_-\_Davis\_Bacon\_Wages

GROUP 2: Truck crane oiler

GROUP 3: A-frame or winch truck operator; Ross carrier operator (jobsite)

GROUP 4: Bridge-type unloader and turntable operator; Helicopter hoist operator

GROUP 5: Hydraulic boom truck; stinger crane (Austin-Western or similar type); Tugger hoist operator (1 drum)

GROUP 6: Bridge crane operator; Cretor crane operator; Hoist operator (Chicago boom and similar type); Lift mobile operator; Lift slab machine operator (Vagtborg and similar types); Material hoist and/or manlift operator; Polar gantry crane operator; Self climbing scaffold (or similar type); Shovel, backhoe, dragline, clamshell operator (over 3/4 yd. and up to 5 cu. yds. mrc); Tugger hoist operator

GROUP 7: Pedestal crane operator; Shovel, backhoe, dragline, clamshell operator (over 5 cu. yds. mrc); Tower crane repair; Tugger hoist operator (3 drum)

GROUP 8: Crane operator (up to and including 25 ton capacity); Crawler transporter operator; Derrick barge operator (up to and including 25 ton capacity); Hoist operator, stiff legs, Guy derrick or similar type (up to and including 25 ton capacity); Shovel, backhoe, dragline, clamshell operator (over 7 cu. yds., M.R.C.)

GROUP 9: Crane operator (over 25 tons and up to and including 50 tons mrc); Derrick barge operator (over 25 tons up to and including 50 tons mrc); Highline cableway operator; Hoist operator, stiff legs, Guy derrick or similar type (over 25 tons up to and including 50 tons mrc); K-crane operator; Polar crane operator; Self erecting tower crane operator maximum lifting capacity ten tons

GROUP 10: Crane operator (over 50 tons and up to and including 100 tons mrc); Derrick barge operator (over 50 tons up to and including 100 tons mrc); Hoist operator, stiff legs, Guy derrick or similar type (over 50 tons up to and including 100 tons mrc); Mobile tower crane operator (over 50 tons, up to and including 100 tons M.R.C.); Tower crane operator and tower gantry

GROUP 11: Crane operator (over 100 tons and up to and including 200 tons mrc); Derrick barge operator (over 100 tons up to and including 200 tons mrc); Hoist operator, stiff legs, Guy derrick or similar type (over 100 tons up to and including 200 tons mrc); Mobile tower crane operator (over 100 tons up to and including 200 tons mrc)

GROUP 12: Crane operator (over 200 tons up to and including 300 tons mrc); Derrick barge operator (over 200 tons up to and including 300 tons mrc); Hoist operator, stiff legs, Guy derrick or similar type (over 200 tons, up to and including 300 tons mrc); Mobile tower crane operator (over 200 tons, up to and including 300 tons mrc)

GROUP 13: Crane operator (over 300 tons); Derrick barge operator (over 300 tons); Helicopter pilot; Hoist operator,

Attachment 6 - Davis Bacon Wages

stiff legs, Guy derrick or similar type (over 300 tons);  
Mobile tower crane operator (over 300 tons)

TUNNEL CLASSIFICATIONS

GROUP 1: Skiploader (wheel type up to 3/4 yd. without attachment)

GROUP 2: Power-driven jumbo form setter operator

GROUP 3: Dinkey locomotive or motorperson (up to and including 10 tons)

GROUP 4: Bit sharpener; Equipment greaser (grease truck); Slip form pump operator (power-driven hydraulic lifting device for concrete forms); Tugger hoist operator (1 drum); Tunnel locomotive operator (over 10 and up to and including 30 tons)

GROUP 5: Backhoe operator (up to and including 3/4 yd.); Small Ford, Case or similar; Drill doctor; Grouting machine operator; Heading shield operator; Heavy-duty repairperson; Loader operator (Athey, Euclid, Sierra and similar types); Mucking machine operator (1/4 yd., rubber-tired, rail or track type); Pneumatic concrete placing machine operator (Hackley-Presswell or similar type); Pneumatic heading shield (tunnel); Pumpcrete gun operator; Tractor compressor drill combination operator; Tugger hoist operator (2 drum); Tunnel locomotive operator (over 30 tons)

GROUP 6: Heavy Duty Repairman

GROUP 7: Tunnel mole boring machine operator

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ENGI0012-004 08/01/2008

	Rates	Fringes
POWER EQUIPMENT OPERATOR (DREDGING)		
(1) Leverman.....	\$ 43.28	16.47
(2) Dredge dozer.....	\$ 38.81	16.47
(3) Deckmate.....	\$ 38.70	16.47
(4) winch operator (stern winch on dredge).....	\$ 38.15	16.47
(5) Fireman-Oiler, Deckhand, Bargeman, Leveehand.....	\$ 37.61	16.47
(6) Barge Mate.....	\$ 38.22	16.47

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IRON0002-004 07/01/2009

	Rates	Fringes
Ironworkers:		
Fence Erector.....	\$ 26.58	15.24
Ornamental, Reinforcing and Structural.....	\$ 33.00	23.17

PREMIUM PAY:

\$6.00 additional per hour at the following locations:

Attachment 6 - Davis Bacon Wages

China Lake Naval Test Station, Chocolate Mountains Naval Reserve-Niland, Edwards AFB, Fort Irwin Military Station, Fort Irwin Training Center-Goldstone, San Clemente Island, San Nicholas Island, Susanville Federal Prison, 29 Palms - Marine Corps, U.S. Marine Base - Barstow, U.S. Naval Air Facility - Sealey, Vandenberg AFB

\$4.00 additional per hour at the following locations:

Army Defense Language Institute - Monterey, Fallon Air Base, Naval Post Graduate School - Monterey, Yermo Marine Corps Logistics Center

\$2.00 additional per hour at the following locations:

Port Hueneme, Port Mugu, U.S. Coast Guard Station - Two Rock

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LABO0300-001 07/01/2008

	Rates	Fringes
Brick Tender.....	\$ 27.17	13.75

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LABO0300-003 07/01/2008

	Rates	Fringes
LABORER (GUNITE)		
GROUP 1.....	\$ 29.79	16.87
GROUP 2.....	\$ 28.84	16.87
GROUP 3.....	\$ 25.30	16.87
LABORER (TUNNEL)		
GROUP 1.....	\$ 30.74	14.04
GROUP 2.....	\$ 31.06	14.04
GROUP 3.....	\$ 31.52	14.04
GROUP 4.....	\$ 32.21	14.04
LABORER		
GROUP 1.....	\$ 26.33	13.75
GROUP 2.....	\$ 26.88	13.75
GROUP 3.....	\$ 27.43	13.75
GROUP 4.....	\$ 28.98	13.75
GROUP 5.....	\$ 29.33	13.75
Laborers:		
GROUP 1.....	\$ 26.33	13.75
GROUP 2.....	\$ 26.88	13.75
GROUP 3.....	\$ 27.43	13.75
GROUP 4.....	\$ 28.98	13.75
GROUP 5.....	\$ 29.33	13.75

FOOTNOTE: GUNITE PREMIUM PAY: Workers working from a Bosn'n's Chair or suspended from a rope or cable shall receive 40 cents per hour above the foregoing applicable classification rates. workers doing gunite and/or shotcrete work in a tunnel shall receive 35 cents per hour above the foregoing applicable classification rates, paid on a portal-to-portal basis. Any work performed on, in or above any smoke stack, silo, storage elevator or similar type of structure, when such structure is in excess of 75'-0" above base level and which work must be performed in whole or in part more than 75'-0" above base level, that work performed above the 75'-0" level shall be compensated for at 35 cents per hour above the applicable

Attachment 6 - Davis Bacon Wages  
classification wage rate.

LABORER CLASSIFICATIONS

GROUP 1: Cleaning and handling of panel forms; Concrete screeding for rough strike-off; Concrete, water curing; Demolition laborer, the cleaning of brick if performed by a worker performing any other phase of demolition work, and the cleaning of lumber; Fire watcher, limber, brush loader, piler and debris handler; Flag person; Gas, oil and/or water pipeline laborer; Laborer, asphalt-rubber material loader; Laborer, general or construction; Laborer, general clean-up; Laborer, landscaping; Laborer, jetting; Laborer, temporary water and air lines; Material hose operator (walls, slabs, floors and decks); Plugging, filling of shee bolt holes; Dry packing of concrete; Railroad maintenance, repair track person and road beds; Streetcar and railroad construction track laborers; Rigging and signaling; Scaler; Slip form raiser; Tar and mortar; Tool crib or tool house laborer; Traffic control by any method; Window cleaner; Wire mesh pulling - all concrete pouring operations

GROUP 2: Asphalt shoveler; Cement dumper (on 1 yd. or larger mixer and handling bulk cement); Cesspool digger and installer; Chucktender; Chute handler, pouring concrete, the handling of the chute from readymix trucks, such as walls, slabs, decks, floors, foundation, footings, curbs, gutters and sidewalks; Concrete curer, impervious membrane and form oiler; Cutting torch operator (demolition); Fine grader, highways and street paving, airport, runways and similar type heavy construction; Gas, oil and/or water pipeline wrapper - pot tender and form person; Guinea chaser; Headerboard person - asphalt; Laborer, packing rod steel and pans; Membrane vapor barrier installer; Power broom sweeper (small); Riprap stonepaver, placing stone or wet sacked concrete; Roto scraper and tiller; Sandblaster (pot tender); Septic tank digger and installer(lead); Tank scaler and cleaner; Tree climber, faller, chain saw operator, Pittsburgh chipper and similar type brush shredder; Underground laborer, including caisson bellower

GROUP 3: Buggymobile person; Concrete cutting torch; Concrete pile cutter; Driller, jackhammer, 2-1/2 ft. drill steel or longer; Dri-pak-it machine; Gas, oil and/or water pipeline wrapper, 6-in. pipe and over, by any method, inside and out; High scaler (including drilling of same); Hydro seeder and similar type; Impact wrench multi-plate; Kettle person, pot person and workers applying asphalt, lay-kold, creosote, lime caustic and similar type materials ("applying" means applying, dipping, brushing or handling of such materials for pipe wrapping and waterproofing); Operator of pneumatic, gas, electric tools, vibrating machine, pavement breaker, air blasting, come-alongs, and similar mechanical tools not separately classified herein; Pipelayer's backup person, coating, grouting, making of joints, sealing, caulking, diapering and including rubber gasket joints, pointing and any and all other services; Rock slinger; Rotary scarifier or multiple head concrete chipping scarifier; Steel headerboard and guideline setter; Tamper, Barko, wacker and similar type; Trenching machine, hand-propelled

GROUP 4: Asphalt raker, lute person, ironer, asphalt dump



Attachment\_6\_-\_Davis\_Bacon\_Wages

person, and asphalt spreader boxes (all types); Concrete core cutter (walls, floors or ceilings), grinder or sander; Concrete saw person, cutting walls or flat work, scoring old or new concrete; Cribber, shorer, lagging, sheeting and trench bracing, hand-guided lagging hammer; Head rock slinger; Laborer, asphalt- rubber distributor boot person; Laser beam in connection with laborers' work; Oversize concrete vibrator operator, 70 lbs. and over; Pipelayer performing all services in the laying and installation of pipe from the point of receiving pipe in the ditch until completion of operation, including any and all forms of tubular material, whether pipe, metallic or non-metallic, conduit and any other stationary type of tubular device used for the conveying of any substance or element, whether water, sewage, solid gas, air, or other product whatsoever and without regard to the nature of material from which the tubular material is fabricated; No-joint pipe and stripping of same; Prefabricated manhole installer; Sandblaster (nozzle person), water blasting, Porta Shot-Blast

GROUP 5: Blaster powder, all work of loading holes, placing and blasting of all powder and explosives of whatever type, regardless of method used for such loading and placing; Driller: All power drills, excluding jackhammer, whether core, diamond, wagon, track, multiple unit, and any and all other types of mechanical drills without regard to the form of motive power; Toxic waste removal

TUNNEL LABORER CLASSIFICATIONS

GROUP 1: Batch plant laborer; Bull gang mucker, track person; Changehouse person; Concrete crew, including rodder and spreader; Dump person; Dump person (outside); Swamper (brake person and switch person on tunnel work); Tunnel materials handling person

GROUP 2: Chucktender, cabetender; Loading and unloading agitator cars; Nipper; Pot tender, using mastic or other materials (for example, but not by way of limitation, shotcrete, etc.); Vibrator person, jack hammer, pneumatic tools (except driller)

GROUP 3: Blaster, driller, powder person; Chemical grout jet person; Cherry picker person; Grout gun person; Grout mixer person; Grout pump person; Jackleg miner; Jumbo person; Kemper and other pneumatic concrete placer operator; Miner, tunnel (hand or machine); Nozzle person; Operating of troweling and/or grouting machines; Powder person (primer house); Primer person; Sandblaster; Shotcrete person; Steel form raiser and setter; Timber person, retimber person, wood or steel; Tunnel Concrete finisher

GROUP 4: Diamond driller; Sandblaster; Shaft and raise work

GUNITE LABORER CLASSIFICATIONS

GROUP 1: Rodmen, Nozzlemen

GROUP 2: Gunmen

GROUP 3: Reboundmen

Attachment\_6\_-\_Davis\_Bacon\_Wages

LABO0300-005 08/06/2008

	Rates	Fringes
LABORER		
PLASTER CLEAN-UP LABORER....	\$ 26.65	13.70
PLASTER TENDER.....	\$ 29.20	13.70

LABO0882-002 01/01/2009

	Rates	Fringes
Asbestos Removal Laborer.....	\$ 26.15	13.25

SCOPE OF WORK: Includes site mobilization, initial site cleanup, site preparation, removal of asbestos-containing material and toxic waste, encapsulation, enclosure and disposal of asbestos- containing materials and toxic waste by hand or with equipment or machinery; scaffolding, fabrication of temporary wooden barriers and assembly of decontamination stations.

LABO1184-001 07/01/2008

	Rates	Fringes
Laborers: (HORIZONTAL DIRECTIONAL DRILLING)		
(1) Drilling Crew Laborer...	\$ 27.05	9.40
(2) Vehicle Operator/Hauler.	\$ 27.22	9.40
(3) Horizontal Directional Drill operator.....	\$ 29.07	9.40
(4) Electronic Tracking Locator.....	\$ 31.07	9.40
Laborers: (STRIPING/SLURRY SEAL)		
GROUP 1.....	\$ 27.75	12.06
GROUP 2.....	\$ 29.05	12.06
GROUP 3.....	\$ 31.06	12.06
GROUP 4.....	\$ 32.80	12.06

LABORERS - STRIPING CLASSIFICATIONS

GROUP 1: Protective coating, pavement sealing, including repair and filling of cracks by any method on any surface in parking lots, game courts and playgrounds; carstops; operation of all related machinery and equipment; equipment repair technician

GROUP 2: Traffic surface abrasive blaster; pot tender - removal of all traffic lines and markings by any method (sandblasting, waterblasting, grinding, etc.) and preparation of surface for coatings. Traffic control person: controlling and directing traffic through both conventional and moving lane closures; operation of all related machinery and equipment

GROUP 3: Traffic delineating device applicator: Layout and application of pavement markers, delineating signs, rumble and traffic bars, adhesives, guide markers, other traffic delineating devices including traffic control. This category includes all traffic related surface preparation (sandblasting, waterblasting, grinding) as part of the

Attachment\_6\_-\_Davis\_Bacon\_Wages

application process. Traffic protective delineating system installer: removes, relocates, installs, permanently affixed roadside and parking delineation barricades, fencing, cable anchor, guard rail, reference signs, monument markers; operation of all related machinery and equipment; power broom sweeper

GROUP 4: Striper: layout and application of traffic stripes and markings; hot thermo plastic; tape traffic stripes and markings, including traffic control; operation of all related machinery and equipment

PAIN0036-001 07/01/2008

	Rates	Fringes
Painters: (Including Lead Abatement)		
(1) Repaint.....	\$ 26.05	8.54
(2) All Other Work.....	\$ 29.32	8.54

REPAINT of any structure with the exception of work involving the aerospace industry, breweries, commercial recreational facilities, hotels which operate commercial establishments as part of hotel service, and sports facilities, tenant improvement work not included in conjunction with the construction of the building and all repainting of tenant improvement projects.

PAIN0036-006 10/01/2008

	Rates	Fringes
DRYWALL FINISHER/TAPER		
Antelope Valley North of the following Boundary: Kern County Line to Hwy. #5, South of Hwy. #5 to Hwy. N2, East on N2 to Palmdale Blvd., to Hsy. #14, South to Hwy. #18, East to Hwy. #395.....	\$ 29.19	11.29
Remainder of Los Angeles County.....	\$ 33.22	11.29

PAIN0036-015 06/01/2009

	Rates	Fringes
GLAZIER.....	\$ 36.90	16.73

FOOTNOTE: Additional \$1.25 per hour for work in a condor, from the third (3rd) floor and up Additional \$1.25 per hour for work on the outside of the building from a swing stage or any suspended contrivance, from the ground up

PAIN1247-002 05/01/2009

	Rates	Fringes
SOFT FLOOR LAYER.....	\$ 30.85	9.54

PLAS0200-009 08/06/2008

Attachment\_6\_-\_Davis\_Bacon\_Wages

	Rates	Fringes
PLASTERER.....	\$ 34.66	8.63
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PLAS0500-002 07/01/2007		
	Rates	Fringes
CEMENT MASON/CONCRETE FINISHER....	\$ 28.00	16.45
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PLUM0016-001 07/01/2009		
	Rates	Fringes
PLUMBER/PIPEFITTER		
(1) Work on strip malls, light commercial, tenant improvement and remodel work.....	\$ 28.84	14.47
(2) Work on new additions and remodeling of bars, restaurant, stores and commercial buildings not to exceed 5,000 sq. ft. of floor space.....	\$ 35.97	15.86
(3) All other work.....	\$ 37.10	16.84
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PLUM0250-002 01/02/2006		
	Rates	Fringes
REFRIGERATION MECHANIC		
Refrigeration Fitter.....	\$ 33.30	13.95
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PLUM0345-001 07/01/2009		
	Rates	Fringes
PLUMBER		
Landscape/Irrigation Fitter..	\$ 26.70	13.84
Sewer & Storm Drain Work....	\$ 25.18	15.67
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ROOF0036-002 08/01/2008		
	Rates	Fringes
ROOFER.....	\$ 31.65	7.87
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SFCA0669-013 01/01/2009		

FOOTNOTE: Pitch premium: Work on which employees are exposed to pitch fumes or required to handle pitch, pitch base or pitch impregnated products, or any material containing coal tar pitch, the entire roofing crew shall receive \$1.75 per hour "pitch premium" pay.

DOES NOT INCLUDE THE CITY OF POMONA, CATALINA ISLAND, AND THAT PART OF LOS ANGELES COUNTY WITHIN 25 MILES OF THE CITY LIMITS OF LOS ANGELES:

Rates Fringes

Attachment 6 - Davis Bacon Wages

SPRINKLER FITTER.....	\$ 32.65	16.05
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SFCA0709-005 01/01/2009

THE CITY OF POMOMA, CATALINA ISLAND, AND THAT PART OF LOS ANGELES COUNTY WITHIN 25 MILES OF THE CITY LIMITS OF LOS ANGELES:

	Rates	Fringes
SPRINKLER FITTER (Fire).....	\$ 38.08	19.75

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SHEE0105-002 07/01/2009

LOS ANGELES (South of a straight line between Gorman and Big Pines including Catalina Island)

	Rates	Fringes
SHEET METAL WORKER (1) Light Commercial: Work on general sheet metal and heating and AC up to 4000 sq ft.....	\$ 23.80	6.29
(2) Modernization : Excluding New Construction - Under 5000 sq. ft. Does not include modification, upgrades, energy management, or conservation improvements of central heating and AC equipment.....	\$ 23.80	6.59

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SHEE0105-003 07/01/2009

LOS ANGELES (South of a straight line drawn between Gorman and Big Pines) and Catalina Island, INYO, KERN (Northeast part, East of Hwy 395), MONO ORANGE, RIVERSIDE, AND SAN BERNARDINO COUNTIES

	Rates	Fringes
SHEET METAL WORKER (1) Commercial - New Construction and Remodel work.....	\$ 39.66	16.78
(2) Industrial work including air pollution control systems, noise abatement, hand rails, guard rails, excluding architectural sheet metal work, excluding A-C, heating, ventilating systems for human comfort....	\$ 34.29	22.35

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SHEE0105-004 01/01/2009

KERN (Excluding portion East of Hwy 395) & LOS ANGELES (North of a straight line drawn between Gorman and Big Pines including Cities of Lancaster and Palmdale) COUNTIES

Rates	Fringes
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Attachment 6--Davis\_Bacon\_Wages

SHEET METAL WORKER.....\$ 32.91 14.62

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TEAM0011-002 07/01/2008

	Rates	Fringes
TRUCK DRIVER		
GROUP 1.....	\$ 26.44	18.24
GROUP 2.....	\$ 26.59	18.24
GROUP 3.....	\$ 26.72	18.24
GROUP 4.....	\$ 26.91	18.24
GROUP 5.....	\$ 26.94	18.24
GROUP 6.....	\$ 26.97	18.24
GROUP 7.....	\$ 27.22	18.24
GROUP 8.....	\$ 27.47	18.24
GROUP 9.....	\$ 27.67	18.24
GROUP 10.....	\$ 27.97	18.24
GROUP 11.....	\$ 28.47	18.24
GROUP 12.....	\$ 28.90	18.24

WORK ON ALL MILITARY BASES:

PREMIUM PAY: \$3.00 per hour additional.

[29 palms Marine Base, Camp Roberts, China Lake, Edwards AFB, El Centro Naval Facility, Fort Irwin, George AFB, Marine Corps Logistics Base at Nebo & Yermo, Mountain Warfare Training Center, Bridgeport, Point Arguello, Point Conception, Vandenberg AFB]

TRUCK DRIVERS CLASSIFICATIONS

GROUP 1: Truck driver

GROUP 2: Driver of vehicle or combination of vehicles - 2 axles; Traffic control pilot car excluding moving heavy equipment permit load; Truck mounted broom

GROUP 3: Driver of vehicle or combination of vehicles - 3 axles; Boot person; Cement mason distribution truck; Fuel truck driver; Water truck - 2 axle; Dump truck, less than 16 yds. water level; Erosion control driver

GROUP 4: Driver of transit mix truck, under 3 yds.; Dumpcrete truck, less than 6-1/2 yds. water level

GROUP 5: Water truck, 3 or more axles; Truck greaser and tire person (\$0.50 additional for tire person); Pipeline and utility working truck driver, including winch truck and plastic fusion, limited to pipeline and utility work; Slurry truck driver

GROUP 6: Transit mix truck, 3 yds. or more; Dumpcrete truck, 6-1/2 yds. water level and over; Vehicle or combination of vehicles - 4 or more axles; Oil spreader truck; Dump truck, 16 yds. to 25 yds. water level

GROUP 7: A Frame, Swedish crane or similar; Forklift driver; Ross carrier driver

GROUP 8: Dump truck, 25 yds. to 49 yds. water level; Truck repair person; Water pull - single engine; welder

GROUP 9: Truck repair person/welder; Low bed driver, 9 axles

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or over

GROUP 10: Dump truck - 50 yds. or more water level; Water pull - single engine with attachment

GROUP 11: Water pull - twin engine; Water pull - twin engine with attachments; winch truck driver - \$1.25 additional when operating winch or similar special attachments

GROUP 12: Boom Truck 17K and above

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

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

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In the listing above, the "SU" designation means that rates listed under the identifier do not reflect collectively bargained wage and fringe benefit rates. Other designations indicate unions whose rates have been determined to be prevailing.

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WAGE DETERMINATION APPEALS PROCESS

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

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

On survey related matters, initial contact, including requests for summaries of surveys, should be with the Wage and Hour Regional Office for the area in which the survey was conducted because those Regional Offices have responsibility for the Davis-Bacon survey program. If the response from this initial contact is not satisfactory, then the process described in 2.) and 3.) should be followed.

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

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

2.) If the answer to the question in 1.) is yes, then an interested party (those affected by the action) can request review and reconsideration from the Wage and Hour Administrator

(See 29 CFR Part 1.8 and 29 CFR Part 7). Write to:

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

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

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

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

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

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END OF GENERAL DECISION