



State of West Virginia  
 Department of Administration  
 Purchasing Division  
 2019 Washington Street East  
 Post Office Box 50130  
 Charleston, WV 25305-0130

# Request for Quotation

RFQ NUMBER  
 AGR1107

PAGE  
 1

ADDRESS CORRESPONDENCE TO ATTENTION OF  
 KRISTA FERRELL  
 304-558-2596

VENDOR

\*709053330      304-632-1558  
 DANHILL CONSTRUCTION COMPANY  
 PO BOX 685  
 GAULEY BRIDGE WV 25085

SHIP TO

DEPARTMENT OF AGRICULTURE  
 ADMINISTRATIVE SERVICES  
 BUILDING 2, ROOM 106  
 4720 BRENDA LANE  
 CHARLESTON, WV  
 25312      304-558-2221

DATE PRINTED	TERMS OF SALE	SHIP VIA	F.O.B.	FREIGHT TERMS
12/10/2010				

BID OPENING DATE: 12/16/2010      BID OPENING TIME 01:30PM

LINE	QUANTITY	UOP	CAT. NO.	ITEM NUMBER	UNIT PRICE	AMOUNT
				ADDENDUM NO. 1		\$ 268,604.18
				THIS ADDENDUM IS ISSUED TO:		
				1.) PROVIDE A COPY OF THE MANDATORY PRE-BID ATTENDEE LIST,		
				2.) ANSWER TECHNICAL QUESTIONS SUBMITTED IN ACCORDANCE WITH THE PROVISIONS OF THE ORIGINAL REQUEST FOR QUOTATION (AGR1107)		
				BID OPENING DATE REMAINS: 12/16/2010		
				BID OPENING TIME REMAINS; 1:30 PM		
				***** END ADDENDUM NO. 1 *****		
0001	1	LS		931-53		
				LIGHTING UPGRADES AT GUS R. DOUGLAS CENTER		

RECEIVED  
 DEC 16 P 12:33  
 PURCHASING DIVISION  
 STATE OF WV

SEE REVERSE SIDE FOR TERMS AND CONDITIONS

SIGNATURE: Robert D. Hill      TELEPHONE: 304-632-1600      DATE: Dec 16, 2010

TITLE: Pres      FEIN: 55-0648251      ADDRESS CHANGES TO BE NOTED ABOVE



State of West Virginia  
**DEPARTMENT OF AGRICULTURE**

Gus R. Douglass, Commissioner

Janet L. Fisher  
Deputy Commissioner

Steve Hannah  
Deputy Commissioner

**ADDENDUM AGR1107**

1. On page 13 of the RFQ under SCOPE OF WORK the sentence "Successful Bidder must complete all work two months after the issuance of a bid award" will now read, "Successful Bidder must complete all work 120 calendar days after the issuance of a bid award".
2. All existing restroom lighting fixtures that include exhaust capabilities will remain in place for exhaust purposes only. New lighting fixtures, as specified in the bid documents, will be placed as specified. The existing fixture and the new light fixture will both be controlled with the new occupancy sensor.
3. On page 17 of the RFQ under the heading "**5) INDOOR LIGHTING, EXTERIOR LIGHTING, AND EXIT/EMERGENCY FIXTURE SPECIFICATIONS** d) Exit sign replacement "-- add the following line: Seventy (70) Exit/Emergency Light Combo fixtures are located in eight (8) buildings. Those buildings and the fixture count are as follows:
  - a) Building 1 has 2 fixtures
  - b) Building 2 has 15 fixtures
  - c) Building 6 has 3 fixtures
  - d) Building 7 has 11 fixtures
  - e) Building 9 has 6 fixtures
  - f) Building 11 has 21 fixtures
  - g) Building 12 has 6 fixtures
  - h) Building 15 has 6 fixtures
4. On page 16 under the heading, "**5) INDOOR LIGHTING, EXTERIOR LIGHTING, AND EXIT/EMERGENCY FIXTURE SPECIFICATIONS, a), line3**", the fixture indicates a 2 foot, 1 lamp fixture. This fixture should utilize a two lamp fixture. The line will now read:
  3. "2foot, 2lamp, lay-in fixtures, will be Cooper Lighting Metalux Catalog #2GR8-217A-UNV-ER81-U or equal".
5. All new and retrofitted fixtures will be fitted with lamps.
6. Lamp specifications for new fixtures are as follows:
  - a) 2 foot T-8 Fluorescent lamps shall be Sylvania lamp FO17/841/ECO or equal.
  - b) 3 foot T-8 Fluorescent lamps shall be Sylvania lamp FO25/841/ECO or equal.
  - c) 4 foot T-8 Fluorescent lamps shall be Sylvania lamp FO32/841/ECO or equal.
  - d) 4 foot T-5 Fluorescent lamps shall be Sylvania lamp FP54/841/HO/ECO or equal.
  - e) 13 Watt CFL lamps shall be Sylvania lamp CF13DS/841/ECO or equal.
  - f) 18 Watt CFL lamps shall be Sylvania lamp CF18DT/E/827/ECO or equal.
  - g) 26 Watt CFL lamps shall be Sylvania lamp CF26DT/E/IN/841/ECO or equal.
  - h) 42 Watt CFL lamps shall be Sylvania lamp CF42DT/E/IN/841/ECO or equal.



State of West Virginia  
**DEPARTMENT OF AGRICULTURE**  
Gus R. Douglass, Commissioner

Janet L. Fisher  
Deputy Commissioner

Steve Hannah  
Deputy Commissioner

**AGR1107 TECHNICAL QUESTIONS AND ANSWERS**

**Question 1:** Stated project time of 60 calendar days is not sufficient for completion of the lighting change out quantities. Please consider 120 calendar days, after a Notice to Proceed is issued following the preconstruction meeting.

**Answer 1:** The successful Bidder must complete all work within 120 calendar days after the issuance of a bid award.

**Question 2:** The project encompasses replacing of exit signs that are not illustrated on the drawings. Can a quantity be provided by the state’s representative?

**Answer 2:** Replace (70) Exit/Emergency Light Combo fixtures that are located in eight (8) buildings. Those buildings and the fixture counts are as follows:

- a) Building 1 has 2 fixtures
- b) Building 2 has 15 fixtures
- c) Building 6 has 3 fixtures
- d) Building 7 has 11 fixtures
- e) Building 9 has 6 fixtures
- f) Building 11 has 21 fixtures
- g) Building 12 has 6 fixtures
- h) Building 15 has 6 fixtures

**Question 3:** Page 16 item 5.a.3 indicates 2-foot, 1-lamp lay-in fixture. Should this item be revised to 2-foot, 2-lamp fixture in order to match the drawings?

**Answer 3:** This fixture should utilize two lamps. The line will now read:

“2-foot, 2-lamp, lay-in fixtures, will be Cooper Lighting Metalux Catalog #2GR8-217A-UNV-ER81-U or equal”.

**Question 4:** Please provide a lamping specification for each type of new fixture planned.

**Answer 4:** Lamps must be installed with all new fixtures and retrofitted fixtures and the lamping specifications are as follows:

- a) 2 foot T-8 Fluorescent lamps shall be Sylvania lamp FO17/841/ECO or equal.
- b) 3 foot T-8 Fluorescent lamps shall be Sylvania lamp FO25/841/ECO or equal.
- c) 4 foot T-8 Fluorescent lamps shall be Sylvania lamp FO32/841/ECO or equal.
- d) 4 foot T-5 Fluorescent lamps shall be Sylvania lamp FP54/841/HO/ECO or equal.
- e) 13 Watt CFL lamps shall be Sylvania lamp CF13DS/841/ECO or equal.
- f) 18 Watt CFL lamps shall be Sylvania lamp CF18DT/E/827/ECO or equal.
- g) 26 Watt CFL lamps shall be Sylvania lamp CF26DT/E/IN/841/ECO or equal.
- h) 42 Watt CFL lamps shall be Sylvania lamp CF42DT/E/IN/841/ECO or equal.

**PROJECT CLARIFICATIONS**

1. All existing restroom lighting fixtures that include exhaust capabilities will remain in place for exhaust purposes only. New lighting fixtures, as specified in the bid documents, will be placed as specified. The existing fixture and the new light fixture will both be controlled with the new occupancy sensor.

Page 1 of 3  
Date: 11/30/10

SIGN IN SHEET

Request for Proposal No.: AGR 1107

Please Print

\*PLEASE BE SURE TO PRINT LEGIBLY - IF POSSIBLE, LEAVE A BUSINESS CARD

FIRM & REPRESENTATIVE NAME	MAILING ADDRESS	TELEPHONE/FAX/CELL NUMBERS
Company: <u>Ripco II</u>	<u>6202 MACCORMELL AVE</u>	PHONE: <u>304-768-9422</u>
Rep: <u>RICK MORSE</u>	<u>ST ALBANS WV 25177</u>	TOLL FREE/CELL: <u>304-377-6956</u>
Email Address: <u>RICK.MORSE@RIPCOII.COM</u>		FAX: <u>304-768-1776</u>
Company: <u>Summit Electric</u>	<u>Hurricane WV</u>	PHONE: <u>304-562-7091</u>
Rep: <u>Tim Reed</u>		TOLL FREE/CELL:
Email Address:		FAX: <u>304-372-1899</u>
Company: <u>BURETTE ELECTRIC INC</u>	<u>6744 SASSONVILLE DR</u>	PHONE: <u>304-984-0123</u>
Rep: <u>P.R. BURETTE</u>	<u>Chrs WV 25300</u>	TOLL FREE/CELL:
Email Address: <u>pburdette@burdette-electric.com</u>		FAX: <u>304-984-0124</u>
Company: <u>BURETTE ELIZ</u>		PHONE:
Rep: <u>CRAIG CAGRE</u>		TOLL FREE/CELL:
Email Address:		FAX:

SIGN IN SHEET

Request for Proposal No.: AGR 1107

Please Print

\*PLEASE BE SURE TO PRINT LEGIBLY - IF POSSIBLE, LEAVE A BUSINESS CARD

FIRM & REPRESENTATIVE NAME	MAILING ADDRESS	TELEPHONE/FAX/CELL NUMBERS
Company: HSC Industrial	300 Royal Acres Dr.	PHONE: 304.252.1918
Rep: Frank Rhinehart	Beckley, WV 25801	TOLL FREE/CELL:
Email Address: frhinehart@hscindustrial.com		FAX: 304.252.6411
Company: PERENT S Kinsall Assoc Inc		PHONE: 304-346-2005
Rep: ROBERT S. Kinsall		TOLL FREE/CELL:
Email Address: bob@rskinc.com		FAX: 304-346-4241
Company: MARGARET Service		PHONE: 244-5839
Rep: DAVID Lewis		TOLL FREE/CELL:
Email Address: dlewis@MargaretServiceCorp.com		FAX: 244-63444
Company: Danhill Const rector Camp		PHONE: 304-632-1600
Rep: Dan Hill		TOLL FREE/CELL:
Email Address: Rdanhill@hotmail.com		FAX: 304-663-5761
		FAX: 304-632-1501

**SIGN IN SHEET**

Request for Proposal No.: AGR 1107

Please Print

\*PLEASE BE SURE TO PRINT LEGIBLY - IF POSSIBLE, LEAVE A BUSINESS CARD

FIRM & REPRESENTATIVE NAME	MAILING ADDRESS	TELEPHONE/FAX/CELL NUMBERS
Company: <u>Master Service of Alaska</u> Rep: <u>Maikle Smith</u> Email Address: <u>Pat Smith@MASTER Service MA</u>	<u>1945 Harrison Ave</u> <u>Elkton, NV 26034</u>	PHONE: <u>304 - 636-8170</u> TOLL FREE/CELL: <u>304 - 678-9085</u> FAX: <u>304 - 636-8206</u>
Company: _____	_____	PHONE: _____
Rep: _____	_____	TOLL FREE/CELL: _____
Email Address: _____	_____	FAX: _____
Company: _____	_____	PHONE: _____
Rep: _____	_____	TOLL FREE/CELL: _____
Email Address: _____	_____	FAX: _____
Company: _____	_____	PHONE: _____
Rep: _____	_____	TOLL FREE/CELL: _____
Email Address: _____	_____	FAX: _____



State of West Virginia  
 Department of Administration  
 Purchasing Division  
 2019 Washington Street East  
 Post Office Box 50130  
 Charleston, WV 25305-0130

# Request for Quotation

RFQ NUMBER
AGR1107

PAGE
1

ADDRESS CORRESPONDENCE TO ATTENTION OF
KRISTA FERRELL 304-558-2596

**RFQ COPY**  
**TYPE NAME/ADDRESS HERE**

VENDOR

Danhill Construction Company  
 PO Box 685  
 Gauley Bridge, WV 25085

SHIP TO

DEPARTMENT OF AGRICULTURE  
 ADMINISTRATIVE SERVICES  
 BUILDING 2, ROOM 106  
 4720 BRENDA LANE  
 CHARLESTON, WV  
 25312 304-558-2221

DATE PRINTED	TERMS OF SALE	SHIP VIA	FOB	FREIGHT TERMS
11/10/2010				

BID OPENING DATE: **12/16/2010** BID OPENING TIME: **01:30PM**

LINE	QUANTITY	UQP	CAT NO.	ITEM NUMBER	UNIT PRICE	AMOUNT
0001	1	LS		931-53		\$ 268,604 <sup>00</sup>
<p>LIGHTING UPGRADES AT GUS R. DOUGLAS CENTER</p> <p>REQUEST FOR QUOTATION (RFQ)            CONSTRUCTION            AARA PROJECT</p> <p>THE WEST VIRGINIA STATE PURCHASING DIVISION FOR THE AGENCY, THE WEST VIRGINIA DEPARTMENT OF AGRICULTURE, IS SOLICITING BIDS TO PROVIDE THE AGENCY WITH ALL LABOR AND MATERIALS FOR LIGHTING UPGRADES FOR THE GUS R. DOUGLAS AGRICULTURAL CENTER LOCATED IN GUTHRIE, WEST VIRGINIA PER THE ATTACHED SPECIFICATIONS.</p> <p>THIS IS AN AMERICAN RECOVERY AND REINVESTMENT PROJECT.</p> <p>A MANDATORY PRE-BID WILL BE HELD ON 11/30/2010 AT 10:00 AM IN THE J.T. JOHNSON ROOM LOCATED ON THE SECOND FLOOR OF BUILDING 2 AT 217 GUS R. DOUGLAS LANE IN GUTHRIE, WEST VIRGINIA. PLEASE MEET IN THE LOBBY. ALL INTERESTED PARTIES ARE REQUIRED TO ATTEND THIS MEETING. FAILURE TO ATTEND THE MANDATORY PRE-BID SHALL RESULT IN DISQUALIFICATION OF THE BID. NO ONE PERSON MAY REPRESENT MORE THAN ONE BIDDER.</p> <p>AN ATTENDANCE SHEET WILL BE MADE AVAILABLE FOR ALL POTENTIAL BIDDERS TO COMPLETE. THIS WILL SERVE AS THE OFFICIAL DOCUMENT VERIFYING ATTENDANCE AT THE MANDATORY PRE-BID. FAILURE TO PROVIDE YOUR COMPANY AND REPRESENTATIVE NAME ON THE ATTENDANCE SHEET WILL RESULT</p>						

SEE REVERSE SIDE FOR TERMS AND CONDITIONS			
SIGNATURE	TELEPHONE	DATE	
<i>Robert D. Hill</i>	304-632-1600	12-16-10	
TITLE	FBN	ADDRESS CHANGES TO BE NOTED ABOVE	
RESIDENT	55-0648251		

WHEN RESPONDING TO RFQ, INSERT NAME AND ADDRESS IN SPACE ABOVE LABELED 'VENDOR'

## GENERAL TERMS & CONDITIONS REQUEST FOR QUOTATION (RFQ) AND REQUEST FOR PROPOSAL (RFP)

1. Awards will be made in the best interest of the State of West Virginia.
2. The State may accept or reject in part, or in whole, any bid.
3. Prior to any award, the apparent successful vendor must be properly registered with the Purchasing Division and have paid the required \$125 fee.
4. All services performed or goods delivered under State Purchase Order/Contracts are to be continued for the term of the Purchase Order/Contracts, contingent upon funds being appropriated by the Legislature or otherwise being made available. In the event funds are not appropriated or otherwise available for these services or goods this Purchase Order/Contract becomes void and of no effect after June 30.
5. Payment may only be made after the delivery and acceptance of goods or services.
6. Interest may be paid for late payment in accordance with the *West Virginia Code*.
7. Vendor preference will be granted upon written request in accordance with the *West Virginia Code*.
8. The State of West Virginia is exempt from federal and state taxes and will not pay or reimburse such taxes.
9. The Director of Purchasing may cancel any Purchase Order/Contract upon 30 days written notice to the seller.
10. The laws of the State of West Virginia and the *Legislative Rules* of the Purchasing Division shall govern the purchasing process.
11. Any reference to automatic renewal is hereby deleted. The Contract may be renewed only upon mutual written agreement of the parties.
12. **BANKRUPTCY:** In the event the vendor/contractor files for bankruptcy protection, the State may deem this contract null and void, and terminate such contract without further order.
13. **HIPAA BUSINESS ASSOCIATE ADDENDUM:** The West Virginia State Government HIPAA Business Associate Addendum (BAA), approved by the Attorney General, is available online at [www.state.wv.us/admin/purchase/vrc/hipaa.htm](http://www.state.wv.us/admin/purchase/vrc/hipaa.htm) and is hereby made part of the agreement. Provided that the Agency meets the definition of a Cover Entity (45 CFR §160.103) and will be disclosing Protected Health Information (45 CFR §160.103) to the vendor.
14. **CONFIDENTIALITY:** The vendor agrees that he or she will not disclose to anyone, directly or indirectly, any such personally identifiable information or other confidential information gained from the agency, unless the individual who is the subject of the information consents to the disclosure in writing or the disclosure is made pursuant to the agency's policies, procedures, and rules. Vendor further agrees to comply with the Confidentiality Policies and Information Security Accountability Requirements, set forth in <http://www.state.wv.us/admin/purchase/privacy/noticeConfidentiality.pdf>.
15. **LICENSING:** Vendors must be licensed and in good standing in accordance with any and all state and local laws and requirements by any state or local agency of West Virginia, including, but not limited to, the West Virginia Secretary of State's Office, the West Virginia Tax Department, and the West Virginia Insurance Commission. The vendor must provide all necessary releases to obtain information to enable the director or spending unit to verify that the vendor is licensed and in good standing with the above entities.
16. **ANTITRUST:** In submitting a bid to any agency for the State of West Virginia, the bidder offers and agrees that if the bid is accepted the bidder will convey, sell, assign or transfer to the State of West Virginia all rights, title and interest in and to all causes of action it may now or hereafter acquire under the antitrust laws of the United States and the State of West Virginia for price fixing and/or unreasonable restraints of trade relating to the particular commodities or services purchased or acquired by the State of West Virginia. Such assignment shall be made and become effective at the time the purchasing agency tenders the initial payment to the bidder.

I certify that this bid is made without prior understanding, agreement, or connection with any corporation, firm, limited liability company, partnership, or person or entity submitting a bid for the same material, supplies, equipment or services and is in all respects fair and without collusion or fraud. I further certify that I am authorized to sign the certification on behalf of the bidder or this bid.

### INSTRUCTIONS TO BIDDERS

1. Use the quotation forms provided by the Purchasing Division. Complete all sections of the quotation form.
2. Items offered must be in compliance with the specifications. Any deviation from the specifications must be clearly indicated by the bidder. Alternates offered by the bidder as **EQUAL** to the specifications must be clearly defined. A bidder offering an alternate should attach complete specifications and literature to the bid. The Purchasing Division may waive minor deviations to specifications.
3. Unit prices shall prevail in case of discrepancy. All quotations are considered F.O.B. destination unless alternate shipping terms are clearly identified in the quotation.
4. All quotations must be delivered by the bidder to the office listed below prior to the date and time of the bid opening. Failure of the bidder to deliver the quotations on time will result in bid disqualifications: Department of Administration, Purchasing Division, 2019 Washington Street East, P.O. Box 50130, Charleston, WV 25305-0130
5. Communication during the solicitation, bid, evaluation or award periods, except through the Purchasing Division, is strictly prohibited (W.Va. C.S.R. §148-1-6.6).





State of West Virginia  
 Department of Administration  
 Purchasing Division  
 2019 Washington Street East  
 Post Office Box 50130  
 Charleston, WV 25305-0130

# Request for Quotation

RFQ NUMBER
AGR1107

PAGE
2

ADDRESS CORRESPONDENCE TO ATTENTION OF
KRISTA FERRELL 304-558-2596

RFQ COPY

TYPE NAME/ADDRESS HERE

RFQ COPY

DEPARTMENT OF AGRICULTURE  
 ADMINISTRATIVE SERVICES  
 BUILDING 2, ROOM 106  
 4720 BRENDA LANE  
 CHARLESTON, WV  
 25312 304-558-2221

DATE PRINTED	TERMS OF SALE	SHIP VIA	POB	FREIGHT TERMS
11/10/2010				
BID OPENING DATE: 12/16/2010		BID OPENING TIME 01:30PM		

LINE	QUANTITY	UQP	CAT NO	ITEM NUMBER	UNIT PRICE	AMOUNT
<p>IN DISQUALIFICATION OF THE BID. THE STATE WILL NOT ACCEPT ANY OTHER DOCUMENTATION TO VERIFY ATTENDANCE. THE BIDDER IS RESPONSIBLE FOR ENSURING THEY HAVE COMPLETED THE INFORMATION REQUIRED ON THE ATTENDANCE SHEET. THE PURCHASING DIVISION AND THE STATE AGENCY WILL NOT ASSUME ANY RESPONSIBILITY FOR A BIDDER-S FAILURE TO COMPLETE THE PRE-BID ATTENDANCE SHEET. IN ADDITION, WE REQUEST THAT ALL POTENTIAL BIDDERS INCLUDE THEIR E-MAIL ADDRESS AND FAX NUMBER.</p> <p>ALL POTENTIAL BIDDERS ARE REQUESTED TO ARRIVE PRIOR TO THE STARTING TIME FOR THE PRE-BID. BIDDERS WHO ARRIVE LATE, BUT PRIOR TO THE DISMISSAL OF THE TECHNICAL PORTION OF THE PRE-BID WILL BE PERMITTED TO SIGN IN. BIDDERS WHO ARRIVE AFTER CONCLUSION OF THE TECHNICAL PORTION OF THE PRE-BID, BUT DURING ANY SUBSEQUENT PART OF THE PRE-BID WILL NOT BE PERMITTED TO SIGN THE ATTENDANCE SHEET.</p> <p>TECHNICAL QUESTIONS MUST BE SUBMITTED IN WRITING TO KRISTA FERRELL IN THE WEST VIRGINIA STATE PURCHASING DIVISION VIA MAIL AT THE ADDRESS SHOWN IN THE BODY OF THIS RFQ, VIA FAX AT 304-558-4115, OR VIA EMAIL AT KRISTA.S.FERRELL@WV.GOV. DEADLINE FOR ALL TECHNICAL QUESTIONS IS 12/03/2010 AT THE CLOSE OF BUSINESS. ANY TECHNICAL QUESTIONS RECEIVED WILL BE ANSWERED BY FORMAL ADDENDUM TO BE ISSUED BY THE PURCHASING DIVISION AFTER THE DEADLINE HAS LAPSED.</p> <p>EXHIBIT 5</p> <p>WEST VIRGINIA CODE 21-1D-5 PROVIDES THAT: ANY SOLICITATION FOR A PUBLIC IMPROVEMENT CONSTRUCTION CONTRACT REQUIRES EACH VENDOR THAT SUBMITS A BID FOR THE WORK TO SUBMIT AT THE SAME TIME AN AFFIDAVIT OF COMPLIANCE WITH THE BID. THE ENCLOSED DRUG-FREE WORKPLACE AFFIDAVIT</p>						

SIGNATURE				SEE REVERSE SIDE FOR TERMS AND CONDITIONS		TELEPHONE		DATE	
TITLE		FEIN		ADDRESS CHANGES TO BE NOTED ABOVE					

WHEN RESPONDING TO RFQ, INSERT NAME AND ADDRESS IN SPACE ABOVE LABELED 'VENDOR'



State of West Virginia  
 Department of Administration  
 Purchasing Division  
 2019 Washington Street East  
 Post Office Box 50130  
 Charleston, WV 25305-0130

# Request for Quotation

RFQ NUMBER  
**AGR1107**

PAGE  
**3**

ADDRESS CORRESPONDENCE TO A GENTION OF  
**KRISTA FERRELL  
 304-558-2596**

**RFQ COPY**  
 TYPE NAME/ADDRESS HERE

**DEPARTMENT OF AGRICULTURE  
 ADMINISTRATIVE SERVICES  
 BUILDING 2, ROOM 106  
 4720 BRENDA LANE  
 CHARLESTON, WV  
 25312 304-558-2221**

DATE PRINTED <b>11/10/2010</b>	TERMS OF SALE	SHIP VIA	F.O.B.	FREIGHT TERMS
BID OPENING DATE: <b>12/16/2010</b>		BID OPENING TIME <b>01:30PM</b>		

LINE	QUANTITY	UOP	CAT NO	ITEM NUMBER	UNIT PRICE	AMOUNT
<p><b>MUST BE SIGNED AND SUBMITTED WITH THE BID AS EVIDENCE OF THE VENDOR'S COMPLIANCE WITH THE PROVISIONS OF ARTICLE 1D, CHAPTER 21 OF THE WEST VIRGINIA CODE. FAILURE TO SUBMIT THE SIGNED DRUG-FREE WORKPLACE AFFIDAVIT WITH THE BID SHALL RESULT IN DISQUALIFICATION OF SUCH BID.</b></p> <p><b>NOTICE TO PROCEED: THIS CONTRACT IS TO BE PERFORMED WITHIN 60 CALENDAR DAYS AFTER THE NOTICE TO PROCEED IS RECEIVED. UNLESS OTHERWISE SPECIFIED, THE FULLY EXECUTED PURCHASE ORDER WILL BE CONSIDERED NOTICE TO PROCEED.</b></p> <p><b>CANCELLATION: THE DIRECTOR OF PURCHASING RESERVES THE RIGHT TO CANCEL THIS CONTRACT IMMEDIATELY UPON WRITTEN NOTICE TO THE VENDOR IF THE MATERIALS OR WORKMANSHIP SUPPLIED ARE OF AN INFERIOR QUALITY OR DO NOT CONFORM WITH THE SPECIFICATIONS OF THE BID AND CONTRACT HERE IN.</b></p> <p><b>WAGE RATES: THE CONTRACTOR OR SUBCONTRACTOR SHALL PAY THE HIGHER OF THE U.S. DEPARTMENT OF LABOR MINIMUM WAGE RATES AS ESTABLISHED FOR KANAWHA COUNTY, PURSUANT TO WEST VIRGINIA CODE 21-5A, ET, SEQ. (PREVAILING WAGE RATES APPLY TO THIS PROJECT)</b></p> <p><b>ARBITRATION: ANY REFERENCES MADE TO ARBITRATION OR INTEREST FOR PAYMENTS DUE (EXCEPT FOR ANY INTEREST REQUIRED BY STATE LAW) CONTAINED IN THIS CONTRACT OR IN ANY AMERICAN INSTITUTE OF ARCHITECTS DOCUMENTS PERTAINING TO THIS CONTRACT ARE HEREBY DELETED.</b></p> <p><b>WORKERS' COMPENSATION: VENDOR IS REQUIRED TO PROVIDE A CERTIFICATE FROM WORKERS' COMPENSATION IF SUCCESSFUL.</b></p> <p><b>ALL OF THE ITEMS CHECKED BELOW WILL BE A REQUIREMENT OF THIS CONTRACT:</b></p>						

SEE REVERSE SIDE FOR TERMS AND CONDITIONS

SIGNATURE	TELEPHONE	DATE
TITLE	FEIN	ADDRESS CHANGES TO BE NOTED ABOVE

WHEN RESPONDING TO RFQ, INSERT NAME AND ADDRESS IN SPACE ABOVE LABELED 'VENDOR'





State of West Virginia  
 Department of Administration  
 Purchasing Division  
 2019 Washington Street East  
 Post Office Box 50130  
 Charleston, WV 25305-0130

# Request for Quotation

RFQ NUMBER  
**AGR1107**

PAGE  
**5**

ADDRESS CORRESPONDENCE TO ATTENTION OF  
**KRISTA FERRELL  
 304-558-2596**

RFQ COPY  
 TYPE NAME/ADDRESS HERE

VENDOR

SHIP TO

DEPARTMENT OF AGRICULTURE  
 ADMINISTRATIVE SERVICES  
 BUILDING 2, ROOM 106  
 4720 BRENDA LANE  
 CHARLESTON, WV  
 25312 304-558-2221

DATE PRINTED	TERMS OF SALE	SHIP VIA	FOB	FREIGHT TERMS
11/10/2010				

BID OPENING DATE: **12/16/2010** BID OPENING TIME **01:30PM**

LINE	QUANTITY	UOF	QTY NO	ITEM NUMBER	UNIT PRICE	AMOUNT
<p>IN ACCORDANCE WITH WEST VIRGINIA CODE 5-19-1 ET., SEQ., EVERY CONTRACT FOR CONSTRUCTION, RECONSTRUCTION, ALTERATION, REPAIR, IMPROVEMENT OR MAINTENANCE OF PUBLIC WORKS, WHERE THE COST IS MORE THAN \$50,000 AND, IN THE CASE OF STEEL ONLY, WHERE THE COST OF STEEL IS MORE THAN \$50,000 OR WHERE MORE THAN 10,000 POUNDS OF STEEL ARE REQUIRED, THE STATE WILL ACCEPT ONLY ALUMINUM, GLASS, OR STEEL PRODUCTS PRODUCED IN THE UNITED STATES. IN ADDITION, ITEMS OF MACHINERY OR EQUIPMENT PURCHASED FOR USE AT THE SITE OF PUBLIC WORKS SHALL BE MADE OF DOMESTIC ALUMINUM, GLASS OR STEEL, UNLESS THE COST OF THE PRODUCT IS LESS THAN \$50,000 OR LESS THAN 10,000 POUNDS OF STEEL ARE USED IN PUBLIC WORKS PROJECTS.</p> <p>FOREIGN MADE ALUMINUM, GLASS OR STEEL PRODUCTS MAY BE ACCEPTED ONLY IF THE COST OF DOMESTIC PRODUCTS IS FOUND TO BE UNREASONABLE. SUCH COST IS UNREASONABLE IF IT IS 20% OR MORE HIGHER THAN THE BID PRICE FOR FOREIGN MADE PRODUCTS. IF THE DOMESTIC ALUMINUM, GLASS OR STEEL PRODUCTS TO BE SUPPLIED OR PRODUCED IN A "SUBSTANTIAL LABOR SURPLUS AREA", AS DEFINED BY THE UNITED STATES DEPARTMENT OF LABOR, FOREIGN PRODUCTS MAY BE SUPPLIED ONLY IF DOMESTIC PRODUCTS ARE 30% OR MORE HIGHER IN PRICE THAN THE FOREIGN MADE PRODUCTS.</p> <p>IF, PRIOR TO THE AWARD OF A CONTRACT UNDER THE ABOVE PROVISIONS, THE SPENDING OFFICER OF THE SPENDING UNIT DETERMINES THAT THERE EXISTS A BID FOR LIKE FOREIGN ALUMINUM, GLASS OR STEEL THAT IS REASONABLE AND LOWER THAN THE LOWEST BID DOMESTIC PRODUCTS, THE SPENDING OFFICE MAY REQUEST, IN WRITING, A REEVALUATION AND REDUCTION IN THE LOWEST BID FOR SUCH DOMESTIC PRODUCTS. ALL VENDORS MUST INDICATE IN THEIR BID IF THEY ARE SUPPLYING FOREIGN ALUMINUM, GLASS OR STEEL.</p>						

SEE REVERSE SIDE FOR TERMS AND CONDITIONS

SIGNATURE	TELEPHONE	DATE
TITLE	FEIN	ADDRESS CHANGES TO BE NOTED ABOVE

WHEN RESPONDING TO RFQ, INSERT NAME AND ADDRESS IN SPACE ABOVE LABELED 'VENDOR'





State of West Virginia  
 Department of Administration  
 Purchasing Division  
 2019 Washington Street East  
 Post Office Box 50130  
 Charleston, WV 25305-0130

# Request for Quotation

RFQ NUMBER  
**AGR1107**

PAGE  
**7**

ADDRESS CORRESPONDENCE TO ATTENTION OF  
**KRISTA FERRELL  
 304-558-2596**

**RFQ COPY  
 TYPE NAME/ADDRESS HERE**

Danhill Construction Company  
 PO Box 685  
 Gauley Bridge, WV 25085

DEPARTMENT OF AGRICULTURE  
 ADMINISTRATIVE SERVICES  
 BUILDING 2, ROOM 106  
 4720 BRENDA LANE  
 CHARLESTON, WV  
 25312 304-558-2221

DATE PRINTED <b>11/10/2010</b>	TERMS OF SALE	SHIP VIA	FOB	FREIGHT TERMS
BID OPENING DATE: <b>12/16/2010</b> BID OPENING TIME <b>01:30PM</b>				

LINE	QUANTITY	UOP	CAT. NO.	ITEM NUMBER	UNIT PRICE	AMOUNT
<p><b>EXHIBIT 10</b></p> <p><b>ADDENDUM ACKNOWLEDGEMENT</b></p> <p>I HEREBY ACKNOWLEDGE RECEIPT OF THE FOLLOWING CHECKED ADDENDUM(S) AND HAVE MADE THE NECESSARY REVISIONS TO MY PROPOSAL, PLANS AND/OR SPECIFICATION, ETC.</p> <p>ADDENDUM NOS.:</p> <p>NO. 1 ..... 12-10-10 ✓</p> <p>NO. 2 .....</p> <p>NO. 3 .....</p> <p>NO. 4 .....</p> <p>NO. 5 .....</p> <p>I UNDERSTAND THAT FAILURE TO CONFIRM THE RECEIPT OF THE ADDENDUM(S) MAY BE CAUSE FOR REJECTION OF THE BIDS.</p> <p>VENDOR MUST CLEARLY UNDERSTAND THAT ANY VERBAL REPRESENTATION MADE OR ASSUMED TO BE MADE DURING ANY ORAL DISCUSSION HELD BETWEEN VENDOR'S REPRESENTATIVES AND ANY STATE PERSONNEL IS NOT BINDING. ONLY THE INFORMATION ISSUED IN WRITING AND ADDED TO THE SPECIFICATIONS BY AN OFFICIAL ADDENDUM IS BINDING.</p> <p>..... <i>Robert D. Hill</i> ..... SIGNATURE</p> <p>..... <b>DAN HILL CONSTRUCTION COMPANY</b> .....</p>						

SEE REVERSE SIDE FOR TERMS AND CONDITIONS			
SIGNATURE <i>Robert D. Hill</i>	TELEPHONE <b>304-632-1600</b>	DATE <b>12-16-10</b>	
TITLE <b>President</b>	FEIN <b>55-0648251</b>	ADDRESS CHANGES TO BE NOTED ABOVE	

WHEN RESPONDING TO RFQ, INSERT NAME AND ADDRESS IN SPACE ABOVE LABELED 'VENDOR'



State of West Virginia  
 Department of Administration  
 Purchasing Division  
 2019 Washington Street East  
 Post Office Box 50130  
 Charleston, WV 25305-0130

# Request for Quotation

RFQ NUMBER
AGR1107

PAGE
8

ADDRESS CORRESPONDENCE TO ATTENTION OF
KRISTA FERRELL 304-558-2596

**RFQ COPY**  
**TYPE NAME/ADDRESS HERE**

Danhill Construction Company  
 PO Box 685  
 Gauley Bridge, WV 25085

DEPARTMENT OF AGRICULTURE  
 ADMINISTRATIVE SERVICES  
 BUILDING 2, ROOM 106  
 4720 BRENDA LANE  
 CHARLESTON, WV  
 25312 304-558-2221

DATE PRINTED	TERMS OF SALE	SHIP VIA	FOB	FREIGHT TERMS
11/10/2010				

BID OPENING DATE: **12/16/2010** BID OPENING TIME **01:30PM**

LINE	QUANTITY	UOP	CAT NO	ITEM NUMBER	UNIT PRICE	AMOUNT
<p>... <b>DECEMBER 16, 2010</b> ... DATE</p> <p>REV. 11/96</p> <p><b>CONTRACTORS LICENSE</b></p> <p>WEST VIRGINIA STATE CODE 21-11-2 REQUIRES THAT ALL PERSONS DESIRING TO PERFORM CONTRACTING WORK IN THIS STATE MUST BE LICENSED. THE WEST VIRGINIA CONTRACTORS LICENSING BOARD IS EMPOWERED TO ISSUE THE CONTRACTORS LICENSE. APPLICATIONS FOR A CONTRACTORS LICENSE MAY BE MADE BY CONTACTING THE WEST VIRGINIA DIVISION OF LABOR CAPITOL COMPLEX, BUILDING 3, ROOM 319, CHARLESTON, WV 25305. TELEPHONE: (304) 558-7890.</p> <p>WEST VIRGINIA STATE CODE 21-11-11 REQUIRES ANY PROSPECTIVE BIDDER TO INCLUDE THE CONTRACTORS LICENSE NUMBER ON THEIR BID.</p> <p>BIDDER TO COMPLETE:</p> <p>CONTRACTORS NAME: ... <b>DAN HILL CONSTRUCTION</b> ...</p> <p>CONTRACTORS LICENSE NO.: ... <b>WV 001196</b> ...</p> <p>THE SUCCESSFUL BIDDER WILL BE REQUIRED TO FURNISH A COPY OF THEIR CONTRACTORS LICENSE PRIOR TO ISSUANCE OF A PURCHASE ORDER/CONTRACT</p> <p><b>APPLICABLE LAW</b></p> <p>THE WEST VIRGINIA STATE CODE, PURCHASING DIVISION RULES AND REGULATIONS, AND THE INFORMATION PROVIDED IN THE "REQUEST FOR QUOTATION" ISSUED BY THE PURCHASING</p>						

SEE REVERSE SIDE FOR TERMS AND CONDITIONS

SIGNATURE	<i>Robert D. Hill</i>	TELEPHONE	304-632-1600	DATE	12-16-10
TITLE	PRESIDENT	FEIN	55-0648251	ADDRESS CHANGES TO BE NOTED ABOVE	

WHEN RESPONDING TO RFQ, INSERT NAME AND ADDRESS IN SPACE ABOVE LABELED 'VENDOR'



State of West Virginia  
 Department of Administration  
 Purchasing Division  
 2019 Washington Street East  
 Post Office Box 50130  
 Charleston, WV 25305-0130

# Request for Quotation

RFQ NUMBER  
**AGR1107**

PAGE  
**9**

ADDRESS CORRESPONDENCE TO ATTENTION OF:  
**KRISTA FERRELL  
 304-558-2596**

VENDOR

**RFQ COPY**  
**TYPE NAME/ADDRESS HERE**

SHIP TO

**DEPARTMENT OF AGRICULTURE  
 ADMINISTRATIVE SERVICES  
 BUILDING 2, ROOM 106  
 4720 BRENDA LANE  
 CHARLESTON, WV  
 25312 304-558-2221**

DATE PRINTED	TERMS OF SALE	SHIP VIA	FOB	FREIGHT TERMS
11/10/2010				

**BID OPENING DATE: 12/16/2010 BID OPENING TIME 01:30PM**

LINE	QUANTITY	UOP	CAT NO	ITEM NUMBER	UNIT PRICE	AMOUNT
<p>DIVISION IS THE SOLE AUTHORITY GOVERNING THIS PROCUREMENT.</p> <p>ANY INFORMATION PROVIDED IN SPECIFICATION MANUALS, OR ANY OTHER SOURCE, VERBAL OR WRITTEN, WHICH CONTRADICTS OR ALTERS THE INFORMATION PROVIDED FROM THE SOURCES AS DESCRIBED IN THE ABOVE PARAGRAPH IS VOID AND OF NO EFFECT.</p> <p><b>BANKRUPTCY: IN THE EVENT THE VENDOR/CONTRACTOR FILES FOR BANKRUPTCY PROTECTION, THE STATE MAY DEEM THE CONTRACT NULL AND VOID, AND TERMINATE SUCH CONTRACT WITHOUT FURTHER ORDER.</b></p> <p>REV. 5/2009</p> <p style="text-align: center;">NOTICE</p> <p>A SIGNED BID MUST BE SUBMITTED TO:</p> <p style="text-align: center;">DEPARTMENT OF ADMINISTRATION          PURCHASING DIVISION          BUILDING 15          2019 WASHINGTON STREET, EAST          CHARLESTON, WV 25305-0130</p> <p>THE BID SHOULD CONTAIN THIS INFORMATION ON THE FACE OF THE ENVELOPE OR THE BID MAY NOT BE CONSIDERED:</p> <p>SEALED BID</p> <p>BUYER: KRISTA FERRELL-FILE 21</p> <p>REQ. NO.: AGR1107</p>						

SEE REVERSE SIDE FOR TERMS AND CONDITIONS

SIGNATURE	TELEPHONE	DATE
TITLE	FEIN	ADDRESS CHANGES TO BE NOTED ABOVE

WHEN RESPONDING TO RFQ, INSERT NAME AND ADDRESS IN SPACE ABOVE LABELED 'VENDOR'





State of West Virginia  
 Department of Administration  
 Purchasing Division  
 2019 Washington Street East  
 Post Office Box 50130  
 Charleston, WV 25305-0130

# Request for Quotation

RFO NUMBER  
**AGR1107**

PAGE  
**10**

ADDRESS CORRESPONDENCE TO ATTENTION OF:  
**KRISTA FERRELL  
 304-558-2596**

VENDOR

**RFQ COPY  
 TYPE NAME/ADDRESS HERE**

Danhill Construction Company  
 PO Box 685  
 Gauley Bridge, WV 25085

SHIP TO

DEPARTMENT OF AGRICULTURE  
 ADMINISTRATIVE SERVICES  
 BUILDING 2, ROOM 106  
 4720 BRENDA LANE  
 CHARLESTON, WV  
 25312 304-558-2221

DATE PRINTED	TERMS OF SALE	SHIP VIA	FOB	FREIGHT TERMS
11/10/2010				

BID OPENING DATE: **12/16/2010** BID OPENING TIME: **01:30PM**

LINE	QUANTITY	UOP	QTY NO	ITEM NUMBER	UNIT PRICE	AMOUNT
<p>BID OPENING DATE: 12/16/2010</p> <p>BID OPENING TIME: 1:30 PM</p> <p>PLEASE PROVIDE A FAX NUMBER IN CASE IT IS NECESSARY TO CONTACT YOU REGARDING YOUR BID:            -----  <b>304-632-1501</b>            -----</p> <p>PLEASE PRINT OR TYPE NAME OF PERSON TO CONTACT CONCERNING THIS QUOTE:            -----  <b>DAN HILL</b>            -----</p> <p>***** THIS IS THE END OF RFQ AGR1107 ***** TOTAL: <b>268,604<sup>00</sup></b></p>						

SEE REVERSE SIDE FOR TERMS AND CONDITIONS

SIGNATURE: Robert D. Hill TELEPHONE: 304-632-1600 DATE: 12-16-10

TITLE: PRESIDENT FEIN: 55-0648251 ADDRESS CHANGES TO BE NOTED ABOVE

WHEN RESPONDING TO RFQ, INSERT NAME AND ADDRESS IN SPACE ABOVE LABELED 'VENDOR'

WEST VIRGINIA DEPARTMENT OF AGRICULTURE  
ADMINISTRATIVE SERVICES DIVISION, BUILDING AND GROUNDS  
GUS R DOUGLASS AGRICULTURAL CENTER AT GUTHRIE  
LIGHTING UPGRADE: PURCHASE AND INSTALLATION

Locations: Building X1, 106 Gus R Douglass Lane, Charleston WV 25312  
Building 1, 163 Gus R Douglass Lane, Charleston WV 25312  
Building 2, 217 Gus R Douglass Lane, Charleston WV 25312  
Building 6, 275 Gus R Douglass Lane, Charleston WV 25312  
Building 7, 281 Gus R Douglass Lane, Charleston WV 25312  
Building 9, 297 Gus R Douglass Lane, Charleston WV 25312  
Building 11, 313 Gus R Douglass Lane, Charleston WV 25312  
Building 12, 331 Gus R Douglass Lane, Charleston WV 25312  
Building 15, 391 Gus R Douglass Lane, Charleston WV 25312  
Building 16, 415 Gus R Douglass Lane, Charleston WV 25312  
Building 17A, 419 Gus R Douglass Lane, Charleston WV 25312  
Building 17B, 423 Gus R Douglass Lane, Charleston WV 25312  
Building 17C, 416 Gus R Douglass Lane, Charleston WV 25312  
Building 20, 954 Gus R Douglass Lane, Charleston WV 25312

For: West Virginia Department of Agriculture  
Administrative Services Division, Building and Grounds  
1900 Kanawha Boulevard, East  
Charleston, WV 25305

WVDA Project Coordinator:

Michael E. Steadman, Assistant Director  
Administrative Services Division, Building and Grounds  
1900 Kanawha Boulevard, East  
Charleston, WV 25305  
Phone: (304) 558-4058  
Fax: (304) 558-2417  
Email: [msteadman@wvda.us](mailto:msteadman@wvda.us)

Bid Contact: Krista S. Ferrell, Buyer Supervisor  
West Virginia State Purchasing Division  
2019 Washington Street, East  
Charleston, WV 25305  
Phone: 304-558-2596  
Fax: 304-558-4115  
Email: [krista.s.ferrell@wv.gov](mailto:krista.s.ferrell@wv.gov)

The West Virginia Department of Agriculture, Administrative Services Division, Building and Grounds Section, is requesting quotations for all labor and materials required to install new and retro-fitted energy efficient lighting fixtures as indicated, in fourteen (14) buildings located at the Gus R Douglass Agricultural Center at Guthrie (GRDACAG), as stated herein.

**THIS PROJECT IS PAID FOR WITH FEDERAL FUNDING THROUGH THE AMERICAN RECOVERY and REINVESTMENT ACT OF 2009**

Three major provisions addressed within this project that must be adhered to, are the BUY AMERICAN ACT, DAVIS-BACON ACT, and the HISTORIC PRESERVATION ACT. The owner has contacted and received approval from the State Historic Preservation Officer in compliance with the HISTORIC PRESERVATION ACT.

Bidders must submit the attached sheet, Attachment 1, verifying they understand and accept these requirements.

**Pre Bid Meeting:**

A mandatory pre-bid meeting for this project is scheduled for \_\_\_\_\_ at 10:00 am. Bidders shall assemble in the J.T. Johnson Conference Room located on the second floor of Building 2, at 217 Gus R Douglass Lane, Gus R Douglass Agricultural Center at Guthrie. All interested parties are required to attend this meeting. Failure to attend the mandatory pre-bid shall result in disqualification of the bid. No one person may represent more than one bidder. An attendance sheet will be made available for all attendees as the official document verifying attendance.

**Site Visit:**

A site visit to each building shall immediately follow the mandatory pre-bid meeting. Any questions regarding the contract must be made in writing to Krista Ferrell. Her contact information is found on the previous page. Vendors may schedule a follow-up visit after the initial walk through, to some or all of the buildings, for necessary measurements and calculations. If a vendor wishes to make a follow up visit they must adhere to the following restrictions:

- One follow-up visit per vendor.
- Visit must take place after the initial walk through on the day of the Pre-bid until 4:00 p.m. and the following day between 8:00 am and 4:00 pm.
- Visits must be scheduled through the WVDA contact, Michael Steadman.
- Vendors must be accompanied by an assigned WVDA escort.
- Vendor may not ask their escort any questions regarding the contract. ANY vendor's questions regarding the contract must be submitted in writing to Krista Ferrell. Her contact information is found on the previous page.

No work will begin on this project prior to receipt of the signed purchase order and written Notice-to-Proceed Letter.

Bidder's formal questions must be submitted in writing to the WV Department of Administration, Purchasing Division by \_\_\_\_\_.

**SCOPE OF WORK:**

- ◆ Prepare and present for WVDA's approval, drawings indicating lighting controls lay out.
- ◆ Installing new energy efficient lighting fixtures and retrofit some existing fixtures
- ◆ Install and adjust energy efficient occupancy and vacancy sensors on indoor lighting and photocell controls on new exterior lighting
- ◆ Remove and replace all exit lighting with energy efficient LED fixtures
- ◆ Perform any incidental work, materials, labor and equipment that are necessary to complete the project, even if such incidental works are not explicitly included in the contract documents.

Successful Bidder must complete all work two months after the issuance of a bid award.

In the case of failure on the part of the contractor to complete the work within the time fixed on the contract or any extensions thereof, the contractor shall pay the State as liquidated damages the sum of \$150.00 (One Hundred and Fifty Dollars) for each day of delay until the project has been fully completed. The liquidated damages for each day shall be accessed as a reduction of the final payment for the project.

**GENERAL CONDITIONS:****1) BID SUBMITTALS**

- a) This project is funded by the American Recovery and Reinvestment Act of 2009 (ARRA). The requirements are listed on Attachment 2. Bidders must submit Attachment 1, the items checked apply to this project, verifying they understand and accept these requirements.
- b) Bidders must submit their bid on the attached bid form. This project will be awarded intact to one vendor only. The bid sheet, Attachment 16, contains fourteen (14) separate options for bid. Budgeting constraints will dictate which options are chosen. This bid will be awarded to the bidder with the lowest TOTAL BID PACKAGE of all options, even though we may not choose all options.
- c) Any Contractor who intends to submit a bid using lighting equipment other than the listed manufacturer's equipment, known as "or equal", must submit with their bid the manufacturer's published specification sheet for the owner's review. The owner may request additional information from the Contractor for the purpose of determining if the "or equal" submittal meets the bid requirements. Bidder has 48 hours upon request of additional information to comply with said request.

**2) SUCCESSFUL BIDDERS SUBMITTALS AND RESPONSIBILITIES**

- a) This project is a prevailing wage project and Contractors must pay the higher of the two wages: Davis-Bacon vs. State prevailing wage rates based in Kanawha County, WV.
- b) Contractors and subcontractors shall pay workers weekly and submit weekly certified payroll records to the West Virginia Department of Agriculture.

- d) A DAVIS-BACON wage poster shall be placed on the job site in a prominent and accessible place where it can be seen by the workers.
  - e) This project must use American iron, steel, or manufactured goods as required by the BUY AMERICAN ACT.
    - 1. Contractor must submit a bill of material from the manufacturer indicating country of origin.
    - 2. WVDA's approval of materials does not supersede the BUY AMERICAN ACT.
  - f) The Contractor will procure all necessary permits and licenses to comply with all applicable laws, Federal, State or municipal, along with all regulations and ordinances of any regulating body.
  - g) All employees being utilized by the Contractor must sign in daily on a sign-in-log located onsite at Building 17.
  - h) Contractor will supply all tools, tool accessories, personal safety equipment, and supplies necessary to execute the responsibilities of this Contract.
  - i) Contractor will be responsible for all mileage and travel costs, including travel time, associated with the performance of this Contract.
  - j) Any damage to WVDA property from misuse or abuse by the Contractor or by their workers shall be repaired or replaced by the contractor, at no expense to the owner.
  - k) Any and all work to be performed to successfully execute the terms of this Contract by a third party or sub-contractor, must be pre-approved by the Owner or their Representative. All such work, after Owner's approval, will remain the sole responsibility of the successful Bidder/Contractor with regard to all labor, materials, fees associated with the sub-contracting and any/all associated responsibilities. Under no circumstances will the Contractor transfer responsibility for any work, as described herein, by a third party or sub-Contractor.
  - l) Contractor will furnish any incidental work, materials, labor and equipment that are necessary to complete the project, even if such incidental works are not explicitly included in the Contract documents.
- 3) **PRE-CONSTRUCTION MEETING**
- a) After the Notice to Proceed is Issued, the Contractor must meet no later than ten (10) calendar days with the WVDA contact for a Pre-Construction meeting.
  - b) The Contractor shall submit, at the Pre-Construction meeting, a list of employees designated to work on this project and a project work schedule. Any changes thereafter must be submitted to the WVDA contact.
  - c) The Contractor shall supply drawings, for WVDA approval, showing the lighting control layout. Refer to section: 4) **GENERAL SPECIFICATIONS**, c) Lighting Controls, 1. Both Occupancy Sensors and Vacancy Sensors, Item (1).
- 4) **GENERAL SPECIFICATIONS**
- a) Fluorescent fixtures
    - 1. All indoor fluorescent fixtures shall use T-8 and T-5 lamps as indicated in the Contract documents.

2. Fluorescent fixtures shall have Electronic Program Rapid Start Ballast saving bulb life in use with occupancy sensors. Building drawings indicate replacement fixture locations and type.
- b) Compact Fluorescent Lamps (CFL) fixtures
1. CFL lamps and fixtures shall have a minimum starting temperatures of Zero (0) degrees Fahrenheit
  2. Fixtures utilizing CFLs shall have photocell controls integrated by the manufacturer ensuring CFL compatibility.
  3. CFL fixtures shall be UL approved for wet location
- c) Lighting controls
1. Both Occupancy Sensors and Vacancy Sensors
    - (1) Successful bidder must supply drawings, for WVDA approval, showing the lighting control layout. Layout must include placement of new switches and sensors, including model numbers. Layout must meet with WVDA contact's approval BEFORE WORK BEGINS.
    - (2) All lighting controls shall control current lighting circuit arrangements.
    - (3) If an additional control is required, due to circuit load vs. switch capacity, a proposed sketch must be submitted in writing to the WVDA contact for approval.
    - (4) All lighting controls shall adhere to current three-way switching.
    - (5) All lighting controls may be wall or ceiling mounted.
    - (6) Install as many sensors as necessary to cover occupancy or vacancy in total area of affect.
    - (7) Wall switches and controls shall be Ivory in color.
    - (8) Ceiling sensors shall be white in color.
    - (9) Controls must be fully compatible with new and retro-fitted fixtures.
  2. Occupancy sensor minimal capabilities will be auto-on/auto-off and adjustable off time settings in increments of one, five, fifteen, and thirty minutes.
    - (1) Install Occupancy sensors on all restrooms.
    - (2) Occupancy sensors will not be installed on Photo Cell controlled fixtures.
  3. Vacancy sensor minimal capabilities will be manual-on/auto-off and adjustable off time settings in increments of one, five, fifteen, and thirty minutes.
    - (1) Install Vacancy sensors for all indoor fixtures, unless indicated on WVDA drawings; excluding restrooms.
    - (2) Vacancy sensors will not be installed on Photo Cell controlled fixtures.
  4. Photocell controls
    - (1) Photocell controls shall be integrated by the manufacturer ensuring CFL compatibility.
    - (2) Photocells shall control all new exterior fixtures and any fixtures indicated as "photocell control".
    - (3) Photocell operation must pass WVDA overnight inspection. Inspection is primarily for ensuring there is no interference from current or new lamps.
- d) Exit/Emergency Light combo Fixtures

1. All existing exit signs will be replaced with LED energy-efficient exit/emergency light combinations.
2. Exit signs shall have a directional indicator showing the direction of travel in every location where the direction of travel to reach the nearest exit is not apparent.
3. Emergency light fixtures will have dual adjustable lamps, test button, and back-up battery.
4. Fixtures must be warranted for one year and the batteries a minimum of 5-years (pro rated)
5. Fixtures can be ceiling, wall or end mounted at the removed fixtures location. Any variations in placement must be submitted in writing and receive approval by the WVDA contact before installation.
6. Exits signs are red in lettering and the housing is white.

**5) INDOOR LIGHTING, EXTERIOR LIGHTING, AND EXIT/EMERGENCY FIXTURE SPECIFICATIONS**

**a) Light fixtures utilizing occupancy sensors:**

1. 4 foot, 4lamp, lay-in fixtures, will be Cooper Lighting Metalux Catalog #2GR8-432A-UNV-ER81-U or equal.
2. 4 foot, 2lamp, lay-in fixtures, will be Cooper Lighting Metalux Catalog #2GR8-232A-UNV-ER81-U or equal.
3. 2foot, 1lamp, lay-in fixtures, will be Cooper Lighting Metalux Catalog #2GR8-217A-UNV-ER81-U or equal.
4. 4 foot, 4lamp, flush mounted, wraparound fixtures will be Cooper Lighting Metalux Catalog #WS-432A-UNV-ER81-U or equal.
5. 4 foot, 2lamp, flush mounted, wraparound fixtures will be Cooper Lighting Metalux Catalog #WS-232A-UNV-ER81-U or equal.
6. 2 foot, 2lamp, flush mounted, wraparound fixtures will be Cooper Lighting Metalux Catalog #WS-217A-UNV-ER81-U or equal.
7. 20 foot, 10lamp, aircraft cable mounted, suspended direct-indirect fixtures will be Cooper Lighting Corelite Catalog#Q2-WB-2T8-1C-UNV-AC48-JB-20-DL70 and Q2-WB-2T8-1C-UNV-AC120-JB-20-DL70 or equal.
8. 4 foot, 2lamp, suspension mounted, strip light fixtures, will be Cooper Lighting Metalux Catalog #SSF-232-UNV-ER81-U with 4' Wire Guard WG/SSF-4FT and AYC Chain/Set per fixture or equal.
9. 4 foot, 2lamp, flush mounted, strip light fixtures, will be Cooper Lighting Metalux Catalog #SSF-232-UNV-ER81-U with 4' Wire Guard WG/SSF-2FT or equal.
10. 3 foot, 2lamp, flush mounted, strip light fixtures, will be Cooper Lighting Metalux Catalog #SSF-225-UNV-ER81-U with 4' Wire Guard WG/SSF-3FT or equal.
11. 2 foot, 2lamp, flush mounted, strip light fixtures, will be Cooper Lighting Metalux Catalog #SSF-217-UNV-ER81-U with 2' Wire Guard WG/SSF-2FT per fixture or equal.
12. 4 foot, 2lamp, wall mounted fixtures, will be Cooper Lighting Metalux Catalog #BC-232-UNV-ER81-U fixture or equal.
13. 3 foot, 2lamp, wall mounted fixtures, will be Cooper Lighting Metalux Catalog #BC-225-UNV-ER81-U fixture or equal.

14. 2 foot, 2lamp, wall mounted fixtures, will be Cooper Lighting Metalux Catalog #BC-217 UNV-ER81-U fixture or equal.
  15. 4 foot, 6lamp, suspension mounted, T-5 high bay fixtures will be LSI Industries Inc, IMX, linear Fluorescent fixture Model #IMX-6-54-SS5HO-CHS-IMX or equal. Fixtures will have optional accessory WG-IMX (Wire Guard) or equal.
- b) Light fixtures utilizing photocell control:
1. 13 Watt CFL, wet location, photocell controlled, overhead mounted fixtures, will be RAB Lighting, Inc., VAN4F13/2X 13 fixtures with VAN4BB mounting back box or equal.
  2. 26 Watt CFL, wet location, photocell controlled, overhead mounted fixtures, will be RAB Lighting, Inc., VAN4F26QT/2X 13 fixtures with VAN4BB mounting back box or equal.
  3. 18Watt CFL, wet location, photocell controlled, wall mounted fixtures, will be RAB Lighting, Inc., WPTF18/GSA fixture or equal.
  4. 26Watt CFL, wet location, photocell controlled, wall mounted fixtures, will be RAB Lighting, Inc., WPTF26/PC2/GSA fixtures or equal.
  5. 42 Watt CFL, wet location, photocell controlled, wall mounted fixtures, will be RAB Lighting, Inc., WPTF42/PC2/GSA fixtures or equal.
  6. 42 Watt CFL, wet location, photocell controlled, adjustable mount, flood fixtures, will be RAB Lighting, Inc., FXF42QT/PC/GSA fixtures or equal.
- c) Retrofitted Light Fixtures utilizing occupancy sensors:
1. Retrofit in place the T12 2 lamp fluorescent fixtures housed in a 4 foot by 14-½ inch lay-in recessed troffers with return air capabilities. Retrofit will include new .110 minimum thickness clear acrylic prismatic lens, one Rapid Start 2 lamp ballast, two 32Watt T8 lamps, new lamp sockets, and a new reflector.
  2. Retrofit in place the T12 8 lamp fluorescent fixtures housed in 4 foot by 4 foot wood trimmed, flush-mounted fixtures. The Retrofit will combine the two levels of lighting into one control. Retrofit will include two new Rapid Start 4 lamp ballasts and eight 32-watt T8 lamps.
- d) Exit sign replacement
1. All existing exit signs will be replaced with energy-efficient, LED, Exit/Emergency Light combo fixtures.
  2. Use SURE-LITE LPX-70-RWH-DH fixture or Mule Lighting Model SQRXU fixtures or equal.
- 6) LIGHTING CONTROL SPECIFICATIONS
- a) Occupancy and Vacancy Sensors shall be Lutron Maestro Wireless system not requiring a neutral wire connection or equal.
  - b) Wall switch with Occupancy sensor shall be MS-OPS-6M-DV-IV or equal.
  - c) Wall switch with Vacancy sensor shall be Model Numbers MS-VPS-6M-DV-IV or equal.
  - d) Wall switch with companion ceiling vacancy sensor shall be wall switch MRF2-85-DV-IV and ceiling vacancy sensor LRF2-VCRB-P-WH or equal.
- 7) LIGHTING FIXTURES LOCATION BY BUILDINGS



Lighting fixture location, current and new, is shown on the attached drawings. The list below is a count of new fixtures by type for each building:

a) BUILDING X1

1. One (1) - 42 WATT CFL, wet location, photocell controlled, adjustable mount, flood fixture
2. One (1) - 4 foot, 2lamp, lay-in fixture

b) BUILDING 1

1. Nineteen (19) - 4 foot, 4lamp, lay-in fixtures
2. Four (4) - 4 foot, 2lamp, lay-in fixtures
3. One (1) - 2 foot, 2 lamp, lay-in fixture with remote photo cell control
4. Two (2) - 4 foot, 2lamp, flush mounted, wraparound fixtures
5. Two (2) - 4 foot, 2lamp, flush mounted, strip light fixture with wire guard
6. Two (2) - 26Watt CFL, wet location, photocell controlled, wall mounted fixtures

c) BUILDING 2

*New fixtures:*

1. Fifty-two (52) - 4 foot, 4lamp, lay-in fixtures
2. Ten (10) - 4 foot, 2lamp, lay-in fixtures
3. One (1) - 2 foot, 2lamp, wall mounted fixtures
4. Two (2) - 3 foot, 2lamp, wall mounted fixtures
5. Seven (7) - 4 foot, 2lamp, wall mounted fixtures
6. One (1) - 2 foot, 2lamp, flush mounted, wraparound fixtures
7. Two (2) - 20 foot, 10lamp, aircraft cable mounted suspended direct-indirect fixtures with 70% Downlight Kit.
8. Eleven (11) - 4 foot, 2lamp; suspension mounted or flush mounted, strip light fixture with wire guard

*Retrofit fixtures:*

9. One hundred and eighty-eight (188) - 2 lamp fluorescent fixtures housed in a 4 foot by 14 1/2 inch lay-in recessed troffers with return air capabilities
10. Two (2) - 8 lamp fluorescent fixtures housed in a 4 foot by 4 foot wood trimmed flush mounted fixtures

d) BUILDING 6

1. Seven (7) - 4 foot, 4lamp, lay-in fixtures
2. Four (4) - 4 foot, 4lamp, flush mounted, wraparound fixtures
3. Nine (9) - 4 foot, 2lamp, flush mounted, wraparound fixtures
4. One (1) - 4 foot, 2lamp, suspension mounted or flush mounted, strip light fixture with wire guard
5. Two (2) - 13 Watt CFL, wet location, photocell controlled, overhead mounted fixture

e) BUILDING 7 - Plant Industries and Regulatory & Environmental Affairs, Offices

1. Sixty-five (65) - 4 foot, 4lamp, lay-in fixtures
2. Nineteen (19) - 4 foot, 2lamp, lay-in fixtures
3. Eight (8) - 4 foot, 4lamp, flush mounted, wraparound fixtures
4. Thirty-nine (39) - 4 foot, 2lamp, flush mounted, wraparound fixtures

5. One (1) - 4 foot, 2lamp, flush mounted, strip light fixture with wire guard
  6. Three (3) - 2 foot, 2lamp, flush mounted, strip light fixture with wire guard
  7. One(1) - 2 foot, 2lamp, flush mounted, wraparound fixture
  8. Two (2) - 2 foot, 2lamp, wall mounted fixtures
  9. Three (3) - 26Watt CFL, wet location, photocell controlled, wall mounted fixtures
  10. One (1) - 42 Watt CFL, wet location, photocell controlled, adjustable mount, flood fixture
- f) BUILDING 9 - Plant Industries, Laboratories and Offices
1. Twelve (12) - 4 foot, 4lamp, lay-in fixtures
  2. Thirteen (13) - 4 foot, 2lamp, lay-in fixtures
  3. Twenty-four (24) - 4 foot, 2lamp, flush mounted, wraparound fixtures
  4. Two (2) - 2 foot, 2lamp, flush mounted, wraparound fixtures
  5. Two (2) - 4 foot, 2lamp, flush mounted, strip light fixtures with wire guard
  6. One (1) - 2 foot, 2lamp, flush mounted, strip light fixture with wire guard
  7. Two (2) - 18Watt CFL, wet location, photocell controlled, wall mounted fixtures
  8. One (1) - 13 Watt CFL, wet location, photocell controlled, overhead mounted fixture
- g) BUILDING 11 – Regulatory & Environmental Affairs, Laboratories and Offices
1. Ninety-six (96) - 4 foot, 4lamp, lay-in fixtures
  2. Twenty-six (26) - 4 foot, 2lamp, lay-in fixtures
  3. Forty-four (44) - 4 foot, 4lamp, flush mounted, wraparound fixtures
  4. Eleven (11) - 4 foot, 2lamp, flush mounted, wraparound fixtures
  5. Three (3) - 4 foot, 2lamp, flush mounted, strip light fixtures with wire guard
  6. Two (2) - 13 Watt CFL, wet location, photocell controlled, overhead mounted fixtures
  7. One (1) - 26 Watt CFL, wet location, photocell controlled, overhead mounted fixture
  8. Five (5) - 18Watt CFL, wet location, photocell controlled, wall mounted fixture
- h) BUILDING 12 – Animal Health, Laboratories and Offices
1. Two (2) - 4 foot, 4lamp, lay-in fixtures
  2. Forty-eight (48) - 4 foot, 4lamp, flush mounted, wraparound fixtures
  3. Thirty-eight (38) - 4 foot, 2lamp, flush mounted, wraparound fixtures
  4. Two (2) - 2 foot, 2lamp, wall mounted fixtures
  5. One (1) 2 foot, 2lamp, flush mounted, wraparound fixture
  6. One (1) - 2 foot, 2lamp, flush mounted, strip light fixture with wire guard
  7. One (1) - 18Watt CFL, wet location, photocell controlled, wall mounted fixture
  8. One (1) - 26Watt CFL, wet location, photocell controlled, wall mounted fixture
  9. One (1) - 26 Watt CFL, wet location, photocell controlled, overhead mounted fixture
- i) BUILDING 15 – Communications, Print Shop and Offices
1. Sixty-nine (69) - 4 foot, 4lamp, lay-in fixtures
  2. Twenty-six (26) - 4 foot, 2lamp, lay-in fixtures
  3. Three (3) - 4 foot, 2lamp, flush mounted, wraparound fixtures
  4. Eleven (11) - 4 foot, 2lamp, flush mounted, strip light fixtures with wire guard
  5. One (1) - 2 foot, 2lamp, flush mounted, strip light fixture with wire guard

6. Two(2) - 18Watt CFL, wet location, photocell controlled, wall mounted fixtures
  7. One (1) - 26Watt CFL, wet location, photocell controlled, wall mounted fixture
  8. Three (3) - 42 Watt CFL, wet location, photocell controlled, adjustable mount, flood fixture
- j) BUILDING 16 – Building & Grounds / Plant Industries, Garage and Storage
1. Four (4) - 4 foot, 6lamp, suspension mounted, T5 high bay fixtures, with wire guard
  2. Two (2) - 18Watt CFL, wet location, photocell controlled, wall- mounted fixtures
  3. Two (2) - 42 Watt CFL, wet location, photocell controlled, adjustable mount, flood fixtures
- k) BUILDING 17A – Building & Grounds, Maintenance Shops and Offices
1. Six (6) - 4 foot, 4lamp, lay-in fixtures
  2. Six (6) - 4 foot, 2lamp, lay-in fixtures
  3. One (1) - 2 foot, 2lamp, lay-in fixture
  4. Five (5) - 4 foot, 2lamp, flush mounted, wraparound fixtures
  5. Twenty-seven (27) - 4 foot, 2lamp, suspension mounted or flush mounted, strip light fixtures, with wire guard
  6. One (1) - 26 Watt CFL, wet location, photocell controlled, overhead mounted fixture
- l) BUILDING 17B – Building & Grounds, Carpenter Shop and Garage
1. Six (6) - 4 foot, 4lamp, lay-in fixtures
  2. Two (2) - 4 foot, 2lamp, flush mounted, wraparound fixtures
  3. Twenty-one (21) - 4 foot, 2lamp, suspension mounted or flush mounted, strip light fixtures, with wire guard
  4. One (1) - 2 foot, 2lamp, flush mounted, strip light fixture with wire guard
  5. One (1) - 42 Watt CFL, wet location, photocell controlled, adjustable mount, flood fixture
  6. One (1) - 18Watt CFL, wet location, photocell controlled, wall mounted fixture
- m) BUILDING 17C – Building & Grounds, HVAC shop and Grounds Equipment
1. Fourteen (14) - 4 foot, 2lamp, flush mounted, strip light fixtures, with wire guard
  2. One (1) - 42 WATT CFL, wet location, photocell controlled, adjustable mount, flood fixture
  3. One (1) - 42 Watt CFL, wet location, photocell controlled, wall mounted fixture
- n) BUILDING 20
1. Eight (8) - 4 foot, 2lamp, flush mounted, strip light fixtures, with wire guard
  2. Four (4) - 4 foot, 6lamp, suspension mounted, T5 high bay fixtures, with wire guard
- 8) PRODUCT DELIVERY, STORAGE AND HANDLING
- a) Deliver materials to the job site in the manufacturer's original, unopened containers or wrappings with the manufacturer's name, brand name and installation instructions intact and legible.
  - b) Comply with the manufacturer's written instructions for proper material storage and installation.

- c) Any materials which are found to be damaged shall be removed and replaced at the Contractor's expense.

**9) USE OF PROPERTY**

- a) Existing power.
  - 1. Current power at GRDACAG is 115/208V.
  - 2. WVDA will provide normal electrical service currently installed for the use of the Contractor. However, the Owner provides no guarantee or warranty as to the system's condition or capabilities. The Contractors shall assure themselves that the system is adequate for their requirements or supply additional temporary utility services at their own expense.
- b) Material and Equipment Security. Contractor is responsible to ensure that all materials and equipment are properly secured at all times against man-made and/or natural events.
- c) Equipment trailer. A trailer or temporary storage building may be set on the site by the Contractor for all equipment and tools. The location must be approved by the WVDA contact.
- d) Work site safety. The Contractor will be responsible to barricade areas of work to maintain the safety of employees and the public and to perform all work and procedures as required by all applicable federal, state and local rules and regulations.
- e) Shut down notice. Each lighting change out shall take place in a timely fashion with minimal effect on WVDA's employee operations. For any power shut down, per circuit, for more than one hour during normal work hours, the Contractor must give 24-hour notice of such work. This work must have approval through the WVDA contact.
- f) Working hours. Access to the work site after "normal work hours" is the preference of the WVDA. A Building and Grounds employee will be assigned with the contractor allowing afterhours access and facility information. "Normal work hours" are Monday thru Friday, between 7:00 a.m. and 5:00 p.m. No holiday or weekend work will be permitted, without prior approval by the WVDA contact.
- g) Refuse Disposal. Contractor shall be responsible for hauling off and appropriately disposing of any trash, debris, etc. to an acceptable off site facility for proper disposal. Contractor shall also be responsible for appropriately removing, processing, and/or disposing of hazardous materials encountered during the execution of this contract in accordance with federal, state and local statutes and codes.
- h) Old Fixtures. The Contractor will remove existing fixtures not marked for salvage by WVDA disposition. All existing lamps their disposal or recycling is the responsibility of the contractor. WVDA will not provide disposal service for the contractor.
- i) Clean work site. Contractor should strive to contain dust and debris within the immediate area of work, in order to keep debris from spreading throughout the buildings.

**10) PROJECT BILLING AND INSPECTIONS**

- a) The Successful bidder must submit the following prior to final inspection:

1. Installation documentation
  2. Equipment Specification Sheets for fixtures and controls.
  3. Manufacturer's written warranties
  4. Bill of Materials containing items and country of origin.
- b) Each buildings lighting system(s) including controls, new fixtures, retrofits, and exit signs must be fully operational, functioning at its optimum performance level, and pass the owner's inspection prior to invoicing.
- c) Invoicing may be submitted by building, so partial payment may occur.
- d) Contractor's warranty: All installation of equipment must include a 1-year warranty on labor.

This RFQ also incorporates the following documents:

- ARRA Bid Verification Form Attachment 1
- ARRA Special Provisions Attachment 2
- Project drawings
  - Attachment 3 – GRDACAG Overall project site.
  - Attachment 4 - Drawings show all 14 buildings currently and with proposed energy upgrades. This attachment contains 42 drawings.
- Bid form – Attachment 16

Recovery Act Requirements and Verification Form

Project Name: Project 1 - Lighting Date: \_\_\_\_\_

Subcontractor Name: \_\_\_\_\_

This project is funded in whole or in part by the American Recovery and Reinvestment Act of 2009 ("Recovery Act"). The following requirements, if checked apply to this project. By signing and returning this form you are verifying that you understand and accept these requirements.

"Buy American" Requirements

For definitions of "construction material," "manufactured," "trade agreement countries," and "least-developed" countries see Attachment 2.

- X All construction material must be manufactured in the United States.
All construction material must be manufactured in the United States or a trade agreement country.
All construction material must be manufactured in the United States or a trade agreement country, or a least-developed country.

List below any products that do not meet the above requirement. Attach separate sheet if necessary:

Three horizontal lines for listing non-compliant products.

Prevailing Wage Requirement

X All laborers and mechanics must be paid the higher of the two wages: Davis-Bacon rates vs. State prevailing wage rates in Kanawha County.

Reporting Requirement

The information in Attachment 1 must be filled out and returned with this form.

Signed

Robert D. Hill
Signature of Authorized Official

By

Pres, Danhill Const. Co
Type Name of Authorized Official

**SUBGRANT FLOW DOWN PROVISIONS FOR WAP AND SEP FINANCIAL ASSISTANCE AWARDS**

**Resolution of Conflicting Conditions**

**Statement of Federal Stewardship**

**Site Visits**

**Reporting Requirements**

**Publications**

**Federal, State, and Municipal Requirements**

**Intellectual Property Provisions and Contact Information**

**Lobbying Restrictions**

**Notice Regarding the Purchase of American-Made Equipment and Products -- Sense of Congress**

**Decontamination and/or Decommissioning (D&D) Costs**

**Historic Preservation**

**Flow Down Terms For ARRA Awards – See Prescriptions for Applicability**

**Special Provisions Relating To Work Funded Under American Recovery and Reinvestment Act of 2009**

**Reporting and Registration Requirements Under Section 1512 of The Recovery Act**

**Required Use of American Iron, Steel, and Manufactured Goods (Covered Under International Agreements)—Section 1605 of the American Recovery and Reinvestment Act of 2009**

**Wage Rate Requirements Under Section 1606 Of The Recovery Act**

**Recovery Act Transactions Listed In Schedule of Expenditures of Federal Awards and Recipient Responsibilities For Informing Subrecipients**

**Davis Bacon Act Requirements (For WAP ARRA Financial Assistance Awards)**

**Davis Bacon Act and Contract Work Hours and Safety Standards Act (For Use in SEP Financial Assistance Awards)**

**From 10 CFR 600.236-Procurement**

(a) States. When procuring property and services under a grant, a State will follow the same policies and procedures it uses for procurements from its non-Federal funds. The State will ensure that every purchase order or other contract includes any clauses required by Federal statutes and executive orders and their implementing regulations. Other grantees and sub-grantees will follow paragraphs (b) through (l) in this section.

Note: 600.236 (i)-Contract provisions. A grantee's and sub-grantee's contracts MUST contain provisions in paragraph (i) of this section (1) through (13).

10 CFR 600.236 -- <http://ecfr.gpoaccess.gov/cgi/t/text/text-idx?c=ecfr&sid=1d87da29f6087f0251f78954c8888ff1&rgn=div8&view=text&node=10:4.0.1.3.9.3.20.23&idno=10>

**From 10 CFR 600.237-Subgrants**

Retention and Access Requirements for Records

<http://ecfr.gpoaccess.gov/cgi/t/text/text-idx?type=simple;c=ecfr;cc=ecfr;sid=4c22613d54c8ee557f9dc9d6015ec1c9;idno=10;region=DIV1;q1=600.242;rgn=div8;view=text;node=10%3A4.0.1.3.9.3.20.27>

Conform any advances of grant funds to sub-grantees substantially to the same standards of timing and amount that apply to cash advances by Federal agencies (refer state to 10 CFR 600.221(c)).

***10 CFR 60.221(c) Advances.*** Grantees and subgrantees shall be paid in advance, provided they maintain or demonstrate the willingness and ability to maintain procedures to minimize the time elapsing between the transfer of the funds and their disbursement by the grantee or subgrantee.



RESOLUTION OF CONFLICTING CONDITIONS – MANDATORY FLOW DOWN REQUIRED	4
AWARD AGREEMENT TERMS AND CONDITIONS .....	4
PAYMENT PROCEDURES - ADVANCES THROUGH THE AUTOMATED STANDARD	
APPLICATION FOR PAYMENTS (ASAP) SYSTEM .....	4
REBUDGETING AND RECOVERY OF INDIRECT COSTS - REIMBURSABLE INDIRECT	
COSTS AND FRINGE BENEFITS .....	5
USE OF PROGRAM INCOME - ADDITION .....	5
STATEMENT OF FEDERAL STEWARDSHIP – MANDATORY FLOW DOWN REQUIRED .....	5
SITE VISITS – MANDATORY FLOW DOWN REQUIRED .....	5
REPORTING REQUIREMENTS -- MANDATORY FLOW DOWN REQUIRED.....	6
PUBLICATIONS -- MANDATORY FLOW DOWN REQUIRED.....	6
FEDERAL, STATE, AND MUNICIPAL REQUIREMENTS – MANDATORY FLOW DOWN	
REQUIRED .....	7
INTELLECTUAL PROPERTY PROVISIONS AND CONTACT INFORMATION –	
MANDATORY FLOW DOWN REQUIRED .....	7
LOBBYING RESTRICTIONS – MANDATORY FLOW DOWN REQUIRED.....	7
NOTICE REGARDING THE PURCHASE OF AMERICAN-MADE EQUIPMENT AND	
PRODUCTS -- SENSE OF CONGRESS – MANDATORY FLOW DOWN REQUIRED .....	7
DECONTAMINATION AND/OR DECOMMISSIONING (D&D) COSTS – MANDATORY FLOW	
DOWN REQUIRED.....	7
HISTORIC PRESERVATION -- MANDATORY FLOW DOWN REQUIRED.....	8
SPECIAL PROVISIONS RELATING TO WORK FUNDED UNDER AMERICAN RECOVERY	
AND REINVESTMENT ACT OF 2009 .....	8
REPORTING AND REGISTRATION REQUIREMENTS UNDER SECTION 1512 OF THE	
RECOVERY ACT.....	13
REQUIRED USE OF AMERICAN IRON, STEEL, AND MANUFACTURED GOODS – SECTION	
1605 OF THE AMERICAN RECOVERY AND REINVESTMENT ACT OF 2009 .....	13
REQUIRED USE OF AMERICAN IRON, STEEL, AND MANUFACTURED GOODS (COVERED	
UNDER INTERNATIONAL AGREEMENTS)—SECTION 1605 OF THE AMERICAN	
RECOVERY AND REINVESTMENT ACT OF 2009.....	15
WAGE RATE REQUIREMENTS UNDER SECTION 1606 OF THE RECOVERY ACT.....	19
RECOVERY ACT TRANSACTIONS LISTED IN SCHEDULE OF EXPENDITURES OF	
FEDERAL AWARDS AND RECIPIENT RESPONSIBILITIES FOR INFORMING .....	19
DAVIS BACON ACT REQUIREMENTS .....	20
DAVIS BACON ACT AND CONTRACT WORK HOURS AND SAFETY STANDARDS ACT .....	29

**SPECIAL TERMS AND CONDITIONS FOR USE IN MOST GRANTS AND COOPERATIVE AGREEMENTS**

**RESOLUTION OF CONFLICTING CONDITIONS – MANDATORY FLOW DOWN REQUIRED**

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.

**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:

Attachment No.	Title
1	Intellectual Property Provisions
2	Federal Assistance Reporting Checklist
3	Budget Pages
4	State Annual File
5	State Master File
6	Wage Determination

c. Applicable program regulations [*Specify*][*Date*]

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/rte/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).

**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.

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.

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

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.

#### **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.

#### **STATEMENT OF FEDERAL STEWARDSHIP - MANDATORY FLOW DOWN REQUIRED**

DOE 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.

#### **SITE VISITS -- MANDATORY FLOW DOWN REQUIRED**

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.

#### **REPORTING REQUIREMENTS -- MANDATORY FLOW DOWN REQUIRED**

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 produced under the award will appear on the DOE Energy Citations Database ([www.osti.gov/energy citations](http://www.osti.gov/energy citations)).

c. **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.

#### **PUBLICATIONS – MANDATORY FLOW DOWN REQUIRED**

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 DE-EE000095

**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."

**FEDERAL, STATE, AND MUNICIPAL REQUIREMENTS – MANDATORY FLOW DOWN REQUIRED**

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

**INTELLECTUAL PROPERTY PROVISIONS AND CONTACT INFORMATION – MANDATORY FLOW DOWN REQUIRED**

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)

**LOBBYING RESTRICTIONS – MANDATORY FLOW DOWN REQUIRED**

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.

**NOTICE REGARDING THE PURCHASE OF AMERICAN-MADE EQUIPMENT AND PRODUCTS -- SENSE OF CONGRESS – MANDATORY FLOW DOWN REQUIRED**

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.

**DECONTAMINATION AND/OR DECOMMISSIONING (D&D) COSTS -- MANDATORY FLOW DOWN REQUIRED**

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.

#### **HISTORIC PRESERVATION -- MANDATORY FLOW DOWN REQUIRED**

Prior to the expenditure of Federal funds to alter any structure or site, the Recipient is required to comply with the requirements of Section 106 of the National Historic Preservation Act (NHPA), consistent with DOE's 2009 letter of delegation of authority regarding the NHPA. Section 106 applies to historic properties that are listed in or eligible for listing in the National Register of Historic Places. In order to fulfill the requirements of Section 106, the recipient must contact the State Historic Preservation Officer (SHPO), and, if applicable, the Tribal Historic Preservation Officer (THPO), to coordinate the Section 106 review outlined in 36 CFR Part 800. SHPO contact information is available at the following link: <http://www.ncshpo.org/find/index.htm>. THPO contact information is available at the following link: <http://www.nathpo.org/map.html>.

Section 110(k) of the NHPA applies to DOE funded activities. Recipients shall avoid taking any action that results in an adverse effect to historic properties pending compliance with Section 106.

Recipients should be aware that the DOE Contracting Officer will consider the recipient in compliance with Section 106 of the NHPA only after the Recipient has submitted adequate background documentation to the SHPO/THPO for its review, and the SHPO/THPO has provided written concurrence to the Recipient that it does not object to its Section 106 finding or determination. Recipient shall provide a copy of this concurrence to the Contracting Officer.

Prescription: This clause must be included in all grants, cooperative agreements and TIAs (new or amended) when funds appropriated under the Recovery Act are obligated to the agreement.

#### **SPECIAL PROVISIONS RELATING TO WORK FUNDED UNDER AMERICAN RECOVERY AND REINVESTMENT ACT OF 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.

#### C. 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.

#### D. 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.

#### E. 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.

#### F. 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.)

**G. Request for Reimbursement (this version is included in WAP/SEP awards with states)**

RESERVED

**H. 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.

**I. 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.

**J. Availability of Funds**

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

Prescription: The following award term shall be used to implement the recipient reporting and registration requirements in the Recovery Act section 1512.

**REPORTING AND REGISTRATION REQUIREMENTS UNDER SECTION 1512 OF THE RECOVERY ACT**

(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.

Prescription: When awarding 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, the agency shall use this award term.

**REQUIRED USE OF AMERICAN IRON, STEEL, AND MANUFACTURED GOODS -- SECTION 1605 OF THE AMERICAN RECOVERY AND REINVESTMENT ACT OF 2009**

(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:

[ 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 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)(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)*
Item 1:			
Foreign steel, iron, or manufactured good	_____	_____	_____
Domestic steel, iron, or manufactured good	_____	_____	_____
Item 2:			
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.]

**Prescription:** When awarding 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, the agency shall use this award term.

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

(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:

---

*[ 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.]*

**Prescription:** When issuing announcements or requesting applications for Recovery Act programs or activities that may involve construction, alteration, maintenance, or repair the agency shall use this award term.



## **WAGE RATE REQUIREMENTS UNDER SECTION 1606 OF THE RECOVERY ACT**

(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.

Prescription: The award term described in this section shall be used by agencies to clarify recipient responsibilities regarding tracking and documenting Recovery Act expenditures.

## **RECOVERY ACT TRANSACTIONS LISTED IN SCHEDULE OF EXPENDITURES OF FEDERAL AWARDS AND RECIPIENT RESPONSIBILITIES FOR INFORMING**

(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.

Prescription: Include for ARRA Weatherization Assistance Program (WAP) Awards when WAGE RATE REQUIREMENTS UNDER SECTION 1606 OF THE AMERICAN RECOVERY AND REINVESTMENT ACT ("RECOVERY ACT") term is required.

## DAVIS BACON ACT REQUIREMENTS

*A. Definitions.* For purposes of this term, the Contract Work Hours and Safety Standards Act term, and the Recipient Functions term, the following definitions are applicable:

(1) *Award* means the Award by the Department of Energy (DOE) to a Recipient that includes a requirement to comply with the labor standards clauses and wage rate requirements of the Davis-Bacon Act (DBA) for work performed by all laborers and mechanics employed by Subrecipients, Contractors and subcontractors on projects funded by or assisted in whole or in part by and through the Federal Government pursuant to the Recovery Act.

(2) *"Construction, alteration or repair"* means all types of work done by laborers and mechanics employed by the Subrecipient, construction contractor or construction subcontractor on a particular building or work at the site thereof, including without limitation---

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

(b) Painting and decorating; or

(c) Manufacturing or furnishing of materials, articles, supplies, or equipment on the site of the building or work.

(3) *Contract* means a written procurement contract executed by a Subrecipient for the acquisition of

property and services for construction, alteration, and repair under a Subaward. For purposes of these terms, a Contract shall include subcontracts and lower-tier subcontracts under the Contract.

(4) *Contracting Officer* means the DOE official authorized to execute awards on behalf of DOE and who is responsible for the business management and non-program aspects of the financial assistance process.

(5) *Contractor* means an entity that enters into a Contract. For purposes of these terms, Contractor shall include subcontractors and lower-tier subcontractors.

(6) *Recipient* means any entity other than an individual that receives Recovery Act funds in the form of a grant directly from the Federal Government. The term includes the State that receives an Award from DOE and is financially accountable for the use of any DOE funds or property, and is legally responsible for carrying out the terms and conditions of the program and Award.

(7) *"Site of the work"*—

(a) Means—

(i) The physical place or places where the construction called for in the Award, Subaward, or Contract will remain when work on it is completed; and

(ii) Any other site where a significant portion of the building or work is constructed, provided that such site is established specifically for the performance of the project;

(b) Except as provided in paragraph (c) of this definition, the site of the work includes any fabrication plants, mobile factories, batch plants, borrow pits, job headquarters, tool yards, etc., provided—

(1) They are dedicated exclusively, or nearly so, to performance of the project; and

(2) They are adjacent or virtually adjacent to the site of the work as defined in paragraphs (7)(a)(i) or (7)(a)(ii) of this definition; and

(c) 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 contract or 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 as defined in paragraphs (7)(a)(i) or (7)(a)(ii) of this definition, 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, Subaward, or Contract.

(8) *Subaward* means an award of financial assistance in the form of money, or property in lieu of money, made under an award by a Recipient to an eligible Subrecipient or by a Subrecipient to a lower-tier subrecipient. The term includes financial assistance when provided by any legal agreement, even if the agreement is called a contract, but does not include the Recipient's procurement of goods and services to carry out the program nor does it include any form of assistance which is excluded from the definition of "Award" above.

(9) *Subrecipient* means a non-Federal entity that expends Federal awards received from a pass-through entity [Recipient] to carry out a Federal program, but does not include an individual that is a beneficiary of such a program. The term includes a Community Action Agency (CAA), local agency, or other entity to which a Subaward under the Award is made by a Recipient that includes a requirement to comply with the labor standards clauses and wage rate requirements of the DBA work performed by all laborers and mechanics employed by contractors and subcontractors on projects funded by or assisted in whole or in part by and through the Federal Government pursuant of the

**Recovery Act.**

**B. Davis-Bacon Act**

(1)(a) 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 to the Subaward or Contract and made a part hereof, regardless of any contractual relationship which may be alleged to exist between the Recipient, a Subrecipient, or Contractor and such laborers and mechanics.

(i) **Applicable to Recipient Only:** Prior to the issuance of the Subaward or Contract, the Recipient shall notify the Contracting Officer of the site of the work in order for the appropriate wage determination to be obtained by the Contracting Officer from the Secretary of Labor.

(ii) If the Subaward or Contract is or has been issued without a wage determination, the Recipient shall notify the Contracting Officer immediately of the site of the work under the Subaward or Contract in order for the appropriate wage determination to be obtained by the Contracting Officer from the Secretary of Labor.

(b) Contributions made or costs reasonably anticipated for bona fide fringe benefits under section 1(b)(2) of the DBA on behalf of laborers or mechanics are considered wages paid to such laborers and mechanics, subject to the provisions of paragraph B(4) below; 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.

(c) 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 paragraph 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.

(d) The wage determination (including any additional classifications and wage rates conformed under paragraph B(2) of this term) and the Davis-Bacon poster (WH-1321) shall be posted at all times by the Subrecipient and Contractor at the site of the work in a prominent and accessible place where it can be easily seen by the workers.

(2)(a) 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 Subaward or Contract 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.

(b) If the Subrecipient (and Contractor, when applicable) and the laborers and mechanics to be

employed in the classification (if known), or their representatives agree on the classification and wage rate (including the amount designated for fringe benefits, where appropriate), the Subrecipient shall notify the Recipient. The Recipient shall notify the Contracting Officer of this agreement. If the Contracting Officer agrees with 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.

(c) In the event the Subrecipient (and Contractor, when applicable), and the laborers or mechanics to be employed in the classification, or their representatives, do not agree on the proposed classification and wage rate (including the amount designated for fringe benefits, where appropriate), the Subrecipient shall notify the Recipient. The Recipient shall notify the Contracting Officer of the disagreement. 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.

(d) The wage rate (including fringe benefits, where appropriate) determined pursuant to subparagraphs B(2)(b) or B(2)(c) of this Term shall be paid to all workers performing work in the classification under the Award, Subaward, or Contract from the first day on which work is performed in the classification.

(3) Whenever the minimum wage rate prescribed in the Award, Subaward, or Contract for a class of laborers or mechanics includes a fringe benefit which is not expressed as an hourly rate, the Subrecipient and 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.

(4) If the Subrecipient or Contractor does not make payments to a trustee or other third person, the Subrecipient or 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 Subrecipient or Contractor that the applicable standards of the Davis-Bacon Act have been met. The Secretary of Labor may require the Subrecipient or Contractor to set aside in a separate account assets for the meeting of obligations under the plan or program.

### **C. Rates of Wages**

(1) The minimum wages to be paid laborers and mechanics under the Subaward or Contract 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 the Award, Subaward, or Contract.

(2) If the Subaward or Contract has been issued without a wage determination, the Recipient shall notify the Contracting Officer immediately of the site of the work under the Subaward or Contract in order for the appropriate wage determination to be obtained by the Contracting Officer from the Secretary of Labor.

**D. Payrolls and Basic Records**

(1) Payrolls and basic records relating thereto shall be maintained by the Recipient, Subrecipient and 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 (4) of the provision 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 Subrecipient or 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. The Subrecipient or Contractor 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.

(2)(a) The Contractor shall submit weekly for each week in which any Contract work is performed a copy of all payrolls to the Subrecipient. The Subrecipient shall submit weekly for each week in which any Subaward or Contract work is performed a copy of all payrolls to the Recipient. The Recipient shall submit weekly for each week in which any Subaward or Contract 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 D(1) of this Term, except that the full social security numbers and home addresses shall not be included on weekly transmittals. Instead, the payrolls shall only need to include an individually identifying number for each employee (e.g., the last four digits of the employee's social security number). The required weekly payroll information may be submitted in any form desired. Optional Form WH-347 is available for this purpose from the Wage and Hour Division Web site at <http://www.dol.gov/esa/whd/forms/wh347instr.htm> or its successor site.

(b) The Recipient is responsible for ensuring that all Subrecipients and Contractors submit copies of payrolls and basic records as required by paragraph D, Payrolls and Basic Records, of this Term. The Subrecipient is responsible for ensuring all Contractors, including lower tier subcontractors submit copies of payrolls and basic records as required by paragraph D, Payrolls and Basic Records, of this term. Subrecipients and Contractors shall maintain the full social security number and current address of each covered worker, and shall provide them upon request for transmission to the Contracting Officer, the Recipient, or the Wage and Hour Division of the Department of Labor for purposes of an investigation or audit of compliance with prevailing wage requirements. The Recipient shall also obtain and provide the full social security number and current address of each covered worker upon request by the Contracting Officer or the Wage and Hour Division of the Department of Labor for purposes of an investigation or audit of compliance with prevailing wage requirements. It is not a violation of this section for a Recipient to require a Subrecipient or Contractor to provide addresses and social security numbers to the Recipient for its own records, without weekly submission to the Contracting Officer.

(c) Each payroll submitted shall be accompanied by a "Statement of Compliance," signed by the Recipient, Subrecipient or Contractor or his or her agent who pays or supervises the payment of the persons employed under the Subaward or Contract and shall certify—

(i) That the payroll for the payroll period contains the information required to be maintained under paragraph D(2)(a) of this Term, the appropriate information is being maintained under paragraph D(1) of this Term, and that such information is correct and complete;

(ii) That each laborer or mechanic (including each helper, apprentice, and trainee) employed on the Subaward or Contract during the payroll period has been paid the full weekly wages earned, without rebate, either directly or indirectly, and that no deductions have been made either directly or indirectly from the full wages earned, other than permissible deductions as set forth in 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 Subaward or Contract.

(d) 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 paragraph D(2)(c) of this Term.

(e) The falsification of any of the certifications in Paragraph D, Payrolls and Basic Records, of this Term may subject the Recipient, Subrecipient or Contractor to civil or criminal prosecution under Section 1001 of Title 18 and Section 3729 of Title 31 of the United States Code.

(3) The Recipient, Subrecipient, or Contractor shall make the records required under paragraph D(1) of this Term available for inspection, copying, or transcription by the Contracting Officer, authorized representatives of the Contracting Officer, or the Department of Labor. The Subrecipient or Contractor shall permit the Contracting Officer, authorized representatives of the Contracting Officer or the Department of Labor to interview employees during working hours on the job. If the Recipient, Subrecipient, or Contractor fails to submit the required records or to make them available, the Contracting Officer may, after written notice to the Recipient, Subrecipient, or Contractor take such action as may be necessary to cause the suspension of any further payment, advance, or guarantee of funds. Furthermore, failure to submit the required records upon request or to make such records available may be grounds for debarment action pursuant to 29 CFR 5.12.

#### ***E. Withholding of Funds***

(1) The DOE Contracting Officer shall, upon his or her or its own action or upon written request of an authorized representative of the Department of Labor, withhold or cause to be withheld from the Recipient or any other contract or Federal Award with the same Recipient, on this or any other federally assisted Award subject to Davis-Bacon prevailing wage requirements, which is held by the same Recipient 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 Subrecipient or a Contractor the full amount of wages required by the Award or Subaward or a Contract. 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 or Subaward or a Contract, the Contracting Officer may, after written notice to the Recipient 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.

(2) The Recipient shall, upon its own action or upon written request of the DOE Contracting Officer or an authorized representative of the Department of Labor, withhold or cause to be withheld from any Subrecipient or 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 Subrecipient or Contractor the full amount of wages required by the Subaward or Contract. 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 Subaward or Contract, the Recipient may, after written notice to the Subrecipient or 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 or the Government may cause the suspension of any further payment under any other contract or Federal award with the same Subrecipient or Contractor, on any other federally assisted Award subject to Davis-Bacon prevailing wage requirements, which is held by the same

Subrecipient or Contractor.

**F. Apprentices and Trainees**

**(1) Apprentices.**

(a) 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.

(b) 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 Subrecipient or Contractor as to the entire work force under the registered program.

(c) Any worker listed on a payroll at an apprentice wage rate, who is not registered or otherwise employed as stated in paragraph F(1) of this Term, 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.

(d) Where a Subrecipient or 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 Subrecipient's or Contractor'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.

(e) 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.

(f) In the event OATELS, or a State Apprenticeship Agency recognized by OATELS, withdraws approval of an apprenticeship program, the Subrecipient or 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.

**(2) Trainees.**

(a) 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 (OATELS). The ratio of trainees to journeymen on the job site shall not be greater than permitted under the plan approved by OATELS.

(b) 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/training 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.

(c) In the event OATELS withdraws approval of a training program, the Subrecipient or 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.

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

#### ***G. Compliance with Copeland Act Requirements***

The Recipient, Subrecipient or Contractor shall comply with the requirements of 29 CFR Part 3 which are hereby incorporated by reference in the Award, Subaward or Contract.

#### ***H. Subawards and Contracts***

(1) The Recipient, the Subrecipient and Contractor shall insert in the Subaward or any Contracts this Term entitled "Davis Bacon Act Requirements" and such other terms as the Contracting Officer may require. The Recipient shall be responsible for ensuring compliance by any Subrecipient or Contractor with all of the requirements contained in this Term. The Subrecipient shall be responsible for the compliance by Contractor with all of the requirements contained in this Term.

(2) Within 14 days after issuance of a Subaward, the Recipient shall deliver to the Contracting Officer a completed Standard Form (SF) 1413, Statement and Acknowledgment, for each Subaward and Contract for construction within the United States, including the Subrecipient's and Contractor's signed and dated acknowledgment that this Term has been included in the Subaward and any Contracts. The SF 1413 is available from the Contracting Officer or at [http://contacts.gsa.gov/webforms.nsf/0/70B4872D16EE95A785256A26004F7EA8/\\$file/sf1413\\_c.pdf](http://contacts.gsa.gov/webforms.nsf/0/70B4872D16EE95A785256A26004F7EA8/$file/sf1413_c.pdf). Within 14 days after issuance of a Contract or lower-tier subcontract, the Subrecipient shall deliver to the Recipient a completed Standard Form (SF) 1413, Statement and Acknowledgment, for each Contract and lower-tier subcontract for construction within the United States, including the Contractor and lower-tier subcontractor's signed and dated acknowledgment that this Term has been included in any Contract and lower-tier subcontracts. SF 1413 is available from the Contracting Officer or at [http://contacts.gsa.gov/webforms.nsf/0/70B4872D16EE95A785256A26004F7EA8/\\$file/sf1413\\_s.pdf](http://contacts.gsa.gov/webforms.nsf/0/70B4872D16EE95A785256A26004F7EA8/$file/sf1413_s.pdf). The Recipient shall immediately provide to the DOE Contracting Officer the completed Standard Forms (SF) 1413.

#### ***I. Contract Termination—Debarment***

A breach of these provisions may be grounds for termination of the Award, Subaward, or Contract and for debarment as a Contractor or subcontractor as provided in 29 CFR 5.12.

#### ***J. 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 the Award, Subaward or Contract.

***K. 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 shall not be subject to any other dispute provision that may be contained in the Award, Subaward, and Contract. Disputes within the meaning of this Term include disputes between the Recipient, Subrecipient (including any Contractor) and the Department of Energy, the U.S. Department of Labor, or the employees or their representatives.

***L. Certification of Eligibility.***

(1) By entering into this Award, Subaward, or Contract (as applicable), the Recipient, Subrecipient, or Contractor, respectively certifies that neither it (nor he or she) nor any person or firm who has an interest in the Recipient, Subrecipient, or Contractor's firm, is a person, entity, or firm ineligible to be awarded Government contracts or Government awards by virtue of section 3(a) of the Davis-Bacon Act or 29 CFR 5.12(a)(1).

(2) No part of this Award, Subaward or Contract shall be subcontracted to any person or firm ineligible for award of a Government contract or Government award by virtue of section 3(a) of the Davis-Bacon Act or 29 CFR 5.12(a)(1).

(3) The penalty for making false statements is prescribed in the U.S. Criminal Code, 18 U.S.C. 1001.

***M. Approval of Wage Rates***

All straight time wage rates, and overtime rates based thereon, for laborers and mechanics engaged in work under an Award, Subaward or Contract must be submitted for approval in writing by the head of the federal 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, Subaward or Contract. Any amount paid by the Subrecipient or Contractor to any laborer or mechanic in excess of the agency approved wage rate shall be at the expense of the Subrecipient or Contractor and shall not be reimbursed by the Recipient or Subrecipient. If the Government refuses to authorize the use of the overtime, the Subrecipient or Contractor is not released from the obligation to pay employees at the required overtime rates for any overtime actually worked.

***Contract Work Hours and Safety Standards Act***

This Term entitled "Contract Work Hours and Safety Standards Act (CWHSSA)" shall apply to any Subaward or Contract in an amount in excess of \$100,000. As used in this CWHSSA Term, the terms laborers and mechanics include watchmen and guards.

**A. Overtime requirements.** No Subrecipient or Contractor contracting for any part of the Subaward work which may require or involve the employment of laborers or mechanics shall require or permit any such laborer or mechanic in any workweek in which he or she is employed on such work to work in excess of forty hours in such workweek unless such laborer or mechanic receives compensation at a rate not less than one and one-half times the basic rate of pay for all hours worked in excess of forty hours in such workweek.

**B. Violation; liability for unpaid wages; liquidated damages.** In the event of any violation of the term set forth in paragraph B herein, the Subrecipient or Contractor responsible therefor shall be liable for the unpaid wages. In addition, such Subrecipient or Contractor shall be liable to the United States (in the case of work done under a Subaward or Contract for the District of Columbia or a territory, to such District or to such territory), for liquidated damages. Such liquidated damages shall be computed with respect to each individual laborer or mechanic, including watchmen and guards, employed in violation of the provision set forth in CWHSSA paragraph A, in the sum of \$10 for each calendar day on which such individual was required or permitted to work in excess of the standard workweek of forty hours without payment of the overtime wages required by the term set forth in paragraph (A) of this section.

**C. Withholding for unpaid wages and liquidated damages.**

(1) The DOE Contracting Officer shall upon its own action or upon written request of an authorized representative of the Department of Labor withhold or cause to be withheld, from any moneys payable on account of work performed by the Recipient on this or any other Federal Award or Federal contract with the same Recipient on any other federally-assisted Award or contract subject to the CWHSSA, which is held by the same Recipient such sums as may be determined to be necessary to satisfy any liabilities of such Recipient for unpaid wages and liquidated damages as provided in the term set forth in CWHSSA, paragraph B of this Term.

(2) The Recipient shall, upon its own action or upon written request of the DOE Contracting Officer or an authorized representative of the Department of Labor, withhold or cause from any moneys payable on account of work performed by the Subrecipient or Contractor on this or any other federally assisted subaward or contract subject to the CWHSSA, which is held by the same Subrecipient or Contractor such sums as may be determined to be necessary to satisfy any liabilities of such Subrecipient or Contractor for unpaid wages and liquidated damages as provided in term set forth in CWHSSA, paragraph B of this Term.

**D. Subcontracts.** The Subrecipient shall insert in a Contract and a Contractor shall insert in any lower tier subcontracts, the terms set forth in these CWHSSA paragraphs (A) through (D) and also a provision requiring the Contractors to include this CWHSSA Term in any lower tier subcontracts. The Recipient shall be responsible for compliance by any Subrecipient or Contractor, with the CWHSSA paragraphs A through D. The Subrecipient shall be responsible for compliance by any Contractor (including lower-tier subcontractors).

**E.** The Subrecipient or Contractor shall maintain payrolls and basic payrolls in accordance with Davis-Bacon Act Requirements term, for all laborers and mechanics, including guards and watchmen working on the Subaward or Contracts. These records are subject to the requirements set forth in the Davis Bacon Requirements term.

**Prescription:** Include for ARRA Awards (other than Weatherization Assistance Program and Loan Program awards) when WAGE RATE REQUIREMENTS UNDER SECTION 1606 OF THE AMERICAN RECOVERY AND REINVESTMENT ACT ("RECOVERY ACT") term is required.

**DAVIS BACON ACT AND CONTRACT WORK HOURS AND SAFETY STANDARDS ACT**

**Definitions:** For purposes of this article, Davis Bacon Act and Contract Work Hours and Safety Standards Act, the following definitions are applicable:

(1) "Award" means any grant, cooperative agreement or technology investment agreement made with Recovery Act funds by the Department of Energy (DOE) to a Recipient. Such Award must require compliance with the labor standards clauses and wage rate requirements of the Davis-Bacon Act (DBA) for work performed by all laborers and mechanics employed by Recipients (other than a unit of State or local government whose own employees perform the construction) Subrecipients, Contractors and subcontractors.

(2) "Contractor" means an entity that enters into a Contract. For purposes of these clauses, Contractor shall include (as applicable) prime contractors, Recipients, Subrecipients, and Recipients' or Subrecipients' contractors, subcontractors, and lower-tier subcontractors. "Contractor" does not mean a unit of State or local government where construction is performed

by its own employees."

(3) "Contract" means a contract executed by a Recipient, Subrecipient, prime contractor or any tier subcontractor for construction, alteration, or repair. It may also mean (as applicable) (i) financial assistance instruments such as grants, cooperative agreements, technology investment agreements, and loans; and, (ii) Sub awards, contracts and subcontracts issued under financial assistance agreements. "Contract" does not mean a financial assistance instrument with a unit of State or local government where construction is performed by its own employees.

(4) "Contracting Officer" means the DOE official authorized to execute an Award on behalf of DOE and who is responsible for the business management and non-program aspects of the financial assistance process.

(5) "Recipient" means any entity other than an individual that receives an Award of Federal funds in the form of a grant, cooperative agreement or technology investment agreement directly from the Federal Government and is financially accountable for the use of any DOE funds or property, and is legally responsible for carrying out the terms and conditions of the program and Award.

(6) "Subaward" means an award of financial assistance in the form of money, or property in lieu of money, made under an award by a Recipient to an eligible Subrecipient or by a Subrecipient to a lower-tier subrecipient. The term includes financial assistance when provided by any legal agreement, even if the agreement is called a contract, but does not include the Recipient's procurement of goods and services to carry out the program nor does it include any form of assistance which is excluded from the definition of "Award" above.

(7) "Subrecipient" means a non-Federal entity that expends Federal funds received from a Recipient to carry out a Federal program, but does not include an individual that is a beneficiary of such a program.

**(a) Davis Bacon Act**

**(1) Minimum wages.**

(i) All laborers and mechanics employed or working upon the site of the work (or under the United States Housing Act of 1937 or under the Housing Act of 1949 in the construction or development of the project), 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, regardless of any contractual relationship which may be alleged to exist between the Contractor and such laborers and mechanics.

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 (a)(1)(iv) of this section; also, regular contributions made or costs incurred for more than a weekly period (but not less often than quarterly) under plans, funds, or programs which cover the particular weekly period, are deemed to be constructively made or incurred during such weekly period. Such laborers and mechanics shall be paid the appropriate wage rate and fringe benefits on the wage determination for the classification of work actually performed, without regard to skill, except as provided in § 5.5(a)(4). Laborers or mechanics performing work in more than one classification may be compensated at the rate specified for each classification for the time actually worked therein: *Provided*, That

the employer's payroll records accurately set forth the time spent in each classification in which work is performed. The wage determination (including any additional classification and wage rates conformed under paragraph (a)(1)(ii) of this section) 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.

(ii)(A) The Contracting Officer shall require that any class of laborers or mechanics, including helpers, which is not listed in the wage determination and which is to be employed under the Contract 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 the following criteria have been met:

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

(B) 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, 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.

(C) 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 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.

(D) The wage rate (including fringe benefits where appropriate) determined pursuant to paragraphs (a)(1)(ii)(B) or (C) of this section, shall be paid to all workers performing work in the classification under this Contract from the first day on which work is performed in the classification.

(iii) Whenever the minimum wage rate prescribed in the Contract for a class of laborers or mechanics includes a fringe benefit which is not expressed as an hourly rate, the Contractor 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.

(iv) 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.

(2) **Withholding.** The Department of Energy or the Recipient or Subrecipient shall upon its 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 Contract or any other Federal contract with the same prime contractor, or any other federally-assisted contract 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 Contract. 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 (or under the United States Housing Act of 1937 or under the Housing Act of 1949 in the construction or development of the project), all or part of the wages required by the Contract, the Department of Energy, Recipient, or Subrecipient, may, after written notice to the Contractor, sponsor, applicant, or owner, 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.

(3) **Payrolls and basic records.**

(i) Payrolls and basic records relating thereto shall be maintained by the Contractor during the course of the work and preserved for a period of three years thereafter for all laborers and mechanics working at the site of the work (or under the United States Housing Act of 1937, or under the Housing Act of 1949, in the construction or development of the project). 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 29 CFR 5.5(a)(1)(iv) 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.

(ii) (A) The Contractor shall submit weekly for each week in which any Contract work is performed a copy of all payrolls to the Department of Energy if the agency is a party to the Contract, but if the agency is not such a party, the Contractor will submit the payrolls to the Recipient or Subrecipient (as applicable), applicant, sponsor, or owner, as the case may be, for transmission to the Department of Energy. The payrolls submitted shall set out accurately and completely all of the information required to be maintained under 29 CFR 5.5(a)(3)(i), except that full social security numbers and home addresses shall not be included on weekly transmittals. Instead the payrolls shall only need to include an individually identifying number for each employee (e.g., the last four digits of the employee's social security number). The required weekly payroll information may be submitted in any form desired. Optional Form WH-347 is available for this purpose from the Wage and Hour Division Web site at <http://www.dol.gov/esa/whd/forms/wh347instr.htm> or its successor site. The prime Contractor is responsible for the submission of copies of payrolls by all

subcontractors. Contractors and subcontractors shall maintain the full social security number and current address of each covered worker, and shall provide them upon request to the Department of Energy if the agency is a party to the Contract, but if the agency is not such a party, the Contractor will submit them to the Recipient or Subrecipient (as applicable), applicant, sponsor, or owner, as the case may be, for transmission to the Department of Energy, the Contractor, or the Wage and Hour Division of the Department of Labor for purposes of an investigation or audit of compliance with prevailing wage requirements. It is not a violation of this section for a prime contractor to require a subcontractor to provide addresses and social security numbers to the prime contractor for its own records, without weekly submission to the sponsoring government agency (or the Recipient or Subrecipient (as applicable), applicant, sponsor, or owner).

(B) 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 Contract and shall certify the following:

(1) That the payroll for the payroll period contains the information required to be provided under § 5.5 (a)(3)(ii) of Regulations, 29 CFR part 5, the appropriate information is being maintained under § 5.5 (a)(3)(i) of Regulations, 29 CFR part 5, and that such information is correct and complete;

(2) That each laborer or mechanic (including each helper, apprentice, and trainee) employed on the Contract during the payroll period has been paid the full weekly wages earned, without rebate, either directly or indirectly, and that no deductions have been made either directly or indirectly from the full wages earned, other than permissible deductions as set forth in Regulations, 29 CFR part 3;

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

(C) 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 paragraph (a)(3)(ii)(B) of this section.

(D) The falsification of any of the above certifications 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.

(iii) The Contractor or subcontractor shall make the records required under paragraph (a)(3)(i) of this section available for inspection, copying, or transcription by authorized representatives of the Department of Energy or the Department of Labor, and shall permit such representatives to interview employees during working hours on the job. If the Contractor or subcontractor fails to submit the required records or to make them available, the Federal agency may, after written notice to the Contractor, sponsor, applicant, or owner, take such action as may be necessary to cause the suspension of any further payment, advance, or guarantee of funds. Furthermore, failure to submit the required records upon request or to make such records available may be grounds for debarment action pursuant to 29 CFR 5.12.

(4) Apprentices and trainees--

(i) **Apprentices.** Apprentices will be permitted to work at less than the predetermined rate for the work they performed when they are employed pursuant to and individually registered in a bona fide apprenticeship program registered with the U.S. Department of Labor, Employment and Training Administration, Office of Apprenticeship Training, Employer and Labor Services, or with a State Apprenticeship Agency recognized by the Office, or if a person is employed in his or her first 90 days of probationary employment as an apprentice in such an apprenticeship program, who is not individually registered in the program, but who has been certified by the Office of Apprenticeship Training, Employer and Labor Services or a State Apprenticeship Agency (where appropriate) to be eligible for probationary employment as an apprentice. 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. Any worker listed on a payroll at an apprentice wage rate, who is not registered or otherwise employed as stated above, shall be paid not less than the applicable wage rate on the wage determination for the classification of work actually performed. In addition, any apprentice performing work on the job site in excess of the ratio permitted under the registered program shall be paid not less than the applicable wage rate on the wage determination for the work actually performed. 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 journeymen hourly rate specified in the applicable wage determination. 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. In the event the Office of Apprenticeship Training, Employer and Labor Services, or a State Apprenticeship Agency recognized by the Office, 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.

(ii) **Trainees.** 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. The ratio of trainees to journeymen on the job site shall not be greater than permitted under the plan approved by the Employment and Training Administration. 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 on 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 on 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 Employment and Training Administration shall be paid not less than the applicable wage rate on 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 on the wage determination for the work actually performed. In the event the Employment and



Training Administration 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.

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

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

(6) Contracts and Subcontracts. The Recipient, Subrecipient, the Recipient's and Subrecipient's contractors and subcontractor shall insert in any Contracts the clauses contained herein in (a)(1) through (10) and such other clauses as the Department of Energy may by appropriate instructions require, and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The Recipient shall be responsible for the compliance by any subcontractor or lower tier subcontractor with all of the paragraphs in this clause.

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

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

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

(10) Certification of eligibility.

(i) By entering into this Contract, the Contractor certifies that neither it (nor 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 contracts by virtue of section 3(a) of the Davis-Bacon Act or 29 CFR 5.12(a)(1).

(ii) No part of this Contract shall be subcontracted to any person or firm ineligible for award of a Government contract by virtue of section 3(a) of the Davis-Bacon Act or 29 CFR 5.12(a)(1).

(iii) The penalty for making false statements is prescribed in the U.S. Criminal Code, 18 U.S.C. 1001.

(b) Contract Work Hours and Safety Standards Act. As used in this paragraph, the terms laborers and mechanics include watchmen and guards.

(1) Overtime requirements. No Contractor or subcontractor contracting for any part of the Contract work which may require or involve the employment of laborers or mechanics shall require or permit any such laborer or mechanic in any workweek in which he or she is employed on such work to work in excess of forty hours in such workweek unless such laborer or mechanic receives compensation at a rate not less than one and one-half times the basic rate of pay for all hours

worked in excess of forty hours in such workweek.

(2) Violation; liability for unpaid wages; liquidated damages. In the event of any violation of the clause set forth in paragraph (b)(1) of this section the Contractor and any subcontractor responsible therefor shall be liable for the unpaid wages. In addition, such Contractor and subcontractor shall be liable to the United States (In the case of work done under contract for the District of Columbia or a territory, to such District or to such territory), for liquidated damages. Such liquidated damages shall be computed with respect to each individual laborer or mechanic, including watchmen and guards, employed in violation of the clause set forth in paragraph (b)(1) of this section, in the sum of \$10 for each calendar day on which such individual was required or permitted to work in excess of the standard workweek of forty hours without payment of the overtime wages required by the clause set forth in paragraph (b)(1) of this section.

(3) Withholding for unpaid wages and liquidated damages. The Department of Energy or the Recipient or Subrecipient shall upon its own action or upon written request of an authorized representative of the Department of Labor withhold or cause to be withheld, from any moneys payable on account of work performed by the Contractor or subcontractor under any such contract or any other Federal contract with the same prime Contractor, or any other federally-assisted contract subject to the Contract Work Hours and Safety Standards Act, which is held by the same prime contractor, such sums as may be determined to be necessary to satisfy any liabilities of such Contractor or subcontractor for unpaid wages and liquidated damages as provided in the clause set forth in paragraph (b)(2) of this section.

(4) Contracts and Subcontracts. The Recipient, Subrecipient, and Recipient's and Subrecipient's contractor or subcontractor shall insert in any Contracts, the clauses set forth in paragraph (b)(1) through (4) of this section and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The Recipient shall be responsible for compliance by any subcontractor or lower tier subcontractor with the clauses set forth in paragraphs (b)(1) through (4) of this section.

(5) The Contractor or subcontractor shall maintain payrolls and basic payroll records during the course of the work and shall preserve them for a period of three years from the completion of the Contract for all laborers and mechanics, including guards and watchmen, working on the Contract. Such records shall contain the name and address of each such employee, social security number, correct classifications, hourly rates of wages paid, daily and weekly number of hours worked, deductions made, and actual wages paid. The records to be maintained under this paragraph shall be made available by the Contractor or subcontractor for inspection, copying, or transcription by authorized representatives of the Department of Energy and the Department of Labor, and the Contractor or subcontractor will permit such representatives to interview employees during working hours on the job.

#### **From 10 CFR 600.236-Procurement**

(a) States. When procuring property and services under a grant, a State will follow the same policies and procedures it uses for procurements from its non-Federal funds. The State will ensure that every purchase order or other contract includes any clauses required by Federal statutes and executive orders and their implementing regulations. Other grantees and sub-grantees will follow paragraphs (b) through (i) in this section.

Note: 600.236 (i)-Contract provisions. A grantee's and sub-grantee's contracts MUST contain provisions in paragraph (i) of this section (1) through (13).

10 CFR 600.236 -- <http://ecfr.gpoaccess.gov/cgi/t/text/text-idx?c=ecfr&sid=1d87da29f6087f0251f78954c8888ff1&rgn=div8&view=text&node=10:4.0.1.3.9.3.20.23&idno=10>

**From 10 CFR 600.237-Subgrants**

**Retention and Access Requirements for Records**

<http://ecfr.gpoaccess.gov/cgi/t/text/text-idx?type=simple;c=ecfr;cc=ecfr;sid=4c22613d54c8ee557f9dc9d6015ec1c9;idno=10;region=DIV1;q1=600.242;rgn=div8;view=text;node=10%3A4.0.1.3.9.3.20.27>

Conform any advances of grant funds to sub-grantees substantially to the same standards of timing and amount that apply to cash advances by Federal agencies (refer state to 10 CFR 600.221(c)).

*10 CFR 60.221(c) Advances.* Grantees and subgrantees shall be paid in advance, provided they maintain or demonstrate the willingness and ability to maintain procedures to minimize the time elapsing between the transfer of the funds and their disbursement by the grantee or subgrantee.

This certifies I have received and reviewed these Special Provisions relating to the American Recovery and Reinvestment Act of 2009.

Robert D. Hill, Pres  
Signature

Dec 16, 2018  
Date

Danhill Const  
Subawardee (Agency)

West Virginia Department of Agriculture  
 Administrative Services Division, Building & Grounds  
 HVAC Replacement & Installation

BID FORM - Attachment # 16

Name of Bidder

Danhill Construction Co.

Building Number	Building Description	Cost
Building X1	106 Gus R Douglass Lane	1089.00
Building 1	163 Gus R Douglass Lane	7695.00
Building 2	217 Gus R Douglass Lane	59510.00
Building 6	275 Gus R Douglass Lane	7590.00
Building 7	281 Gus R Douglass Lane	37950.00
Building 9	297 Gus R Douglass Lane	14030.00
Building 11	313 Gus R Douglass Lane	48400.00
Building 12	331 Gus R Douglass Lane	24750.00
Building 15	391 Gus R Douglass Lane	30690.00
Building 16	415 Gus R Douglass Lane	5280.00
Building 17A	419 Gus R Douglass Lane	11550.00
Building 17B	423 Gus R Douglass Lane	8690.00
Building 17C	416 Gus R Douglass Lane	5230.00
Building 20	954 Gus R Douglass Lane	6050.00
Provide a bid cost for each building individually and a total bid cost for the entire project		TOTAL BID \$ 268,601.00

Signature

Robert D. Hall

We, the undersigned, having examined the site and being familiar with the local conditions affecting the cost of the work and also being familiar with the general conditions to bidders, drawings, and specifications, hereby propose to furnish all materials, equipment, and labor to complete all work in a workmanlike manner, as described in the bidding documents.

**BID BOND**

KNOW ALL MEN BY THESE PRESENTS, That we, the undersigned, Danhill Construction Company  
of Gauley Bridge, West Virginia, as Principal, and Colonial Surety Co.  
of Montvale, New Jersey, a corporation organized and existing under the laws of the State of NJ  
with its principal office in the City of Montvale, as Surety, are held and firmly bound unto the State  
of West Virginia, as Obligee, in the penal sum of 5 % Of Bid Amount (\$ 5% ) for the payment  
of which, well and truly to be made, we jointly and severally bind ourselves, our heirs, administrators, executors, successors and  
assigns.

The Condition of the above obligation is such that whereas the Principal has submitted to the Purchasing Section of the  
Department of Administration a certain bid or proposal, attached hereto and made a part hereof, to enter into a contract in writing for  
Remove and Replace Lighting

NOW THEREFORE,

- (a) If said bid shall be rejected, or
- (b) If said bid shall be accepted and the Principal shall enter into a contract in accordance with the bid or proposal attached  
hereto and shall furnish any other bonds and insurance required by the bid or proposal, and shall in all other respects perform the  
agreement created by the acceptance of said bid, then this obligation shall be null and void, otherwise this obligation shall remain in full  
force and effect. It is expressly understood and agreed that the liability of the Surety for any and all claims hereunder shall, in no event,  
exceed the penal amount of this obligation as herein stated.

The Surety, for the value received, hereby stipulates and agrees that the obligations of said Surety and its bond shall be in no  
way impaired or affected by any extension of the time within which the Obligee may accept such bid, and said Surety does hereby  
waive notice of any such extension.

IN WITNESS WHEREOF, Principal and Surety have hereunto set their hands and seals, and such of them as are corporations  
have caused their corporate seals to be affixed hereunto and these presents to be signed by their proper officers, this  
16<sup>th</sup> day of December, 20 10.

Principal Corporate Seal

Danhill Construction Company  
(Name of Principal)  
By Robert D. Hill *Robert D. Hill*  
(Must be President or  
Vice President)  
President  
(Title)

Surety Corporate Seal

Colonial Surety company  
(Name of Surety)  
Roberta Bird *Roberta Bird*  
Attorney-in-Fact

**IMPORTANT - Surety executing bonds must be licensed in West Virginia to transact surety insurance. Raised corporate seals  
must be affixed, a power of attorney must be attached.**

**Colonial Surety Company**

Administrative Office  
50 Chestnut Ridge Road  
Montvale, NJ 07645

**CONSENT OF SURETY**

Dept of Agriculture, Admin Service  
Guthrie Center, Bldg 2, Room 106  
Charleston, WV 25312

RE: **Remove and Replace Lighting**

COLONIAL SURETY COMPANY organized and existing under the laws of the Commonwealth of Pennsylvania and duly qualified to transact business in the State of WV hereby agrees that **Danhill Construction Company**

**Gauley Bridge, WV**

has submitted a proposal on the captioned project. We hereby agree that in the event an award is made to

**Danhill Construction Company**

**Gauley Bridge, WV**

that we will provide the required performance, payment and/or maintenance bonds.

Signed and sealed this 16th day of December 2010.

**COLONIAL SURETY COMPANY**

BY:



Roberta Bird

(Attorney-in-Fact)

# COLONIAL SURETY COMPANY

Duncannon, Pennsylvania  
Administrative Office: 50 Chestnut Ridge Road, Montvale, New Jersey 07645

## GENERAL POWER OF ATTORNEY

Know all Men by These Presents, That COLONIAL SURETY COMPANY, a corporation duly organized and existing under the laws of the Commonwealth of Pennsylvania and having an administrative office in Montvale, Bergen County, NJ does by these presents make, constitute and appoint

WV

Wayne Nunziata or Anthony J. Cimasko or Frederick S. Gallo

Roberta Bird

Gauley Bridge

of Montvale and the State of New Jersey its true and lawful Attorney(s)-in-Fact, with full power and authority hereby conferred in its name, place and stead, to execute, acknowledge and deliver.

### Any and All Bonds

and to bind the Company thereby as fully and to the same extent as if such bonds were signed by the President, sealed with the corporate seal of the Company and duly attested by its Secretary, hereby ratifying and confirming all that the said Attorney(s)-in-Fact may do in the premises. Said appointment is made under and by authority of the following resolution adopted by the Board of Directors of the Colonial Surety Company at a meeting held on the 25th day of July, 1950.

"Be it Resolved, that the President, any Vice-President, any Secretary or any Assistant Secretary shall be and is hereby vested with full power and authority to appoint any one or more suitable persons as Attorney(s)-in-Fact to represent and act for and on behalf of the Company subject to the following provisions:

"Section 1. Attorney-in-Fact. Attorney-in-Fact may be given full power and authority for and in the name of and on behalf of the Company, to execute, acknowledge and deliver, any and all bonds, recognizances, contracts, agreements of indemnity and other conditional or obligatory undertakings and any and all notices and documents canceling or terminating the Company's liability thereunder, and any such instruments so executed by any such Attorney-in-Fact shall be binding upon the Company as if signed by the President and sealed and attested by the Corporate Secretary."

"In Witness Whereof, Colonial Surety Company has caused these presents to be signed by its President and its corporate seal to be hereto affixed the 2nd day of June, A.D., 2010.

State of New Jersey }  
County of Bergen } SS.:



COLONIAL SURETY COMPANY

By Wayne Nunziata  
Wayne Nunziata, President

On this 2nd day of June, in the year 2010, before me Theresa Simmons, a notary public, personally appeared Wayne Nunziata, personally known to me to be the person who executed the within instrument as President, on behalf of the corporation therein named and acknowledged to me that the corporation executed it.



THERESA SIMMONS  
A Notary Public of New Jersey  
My Commission Expires September 9, 2015

Theresa Simmons  
Theresa Simmons Notary Public

I, the undersigned Secretary of Colonial Surety Company, hereby certify that the above and foregoing is a full, true and correct copy of the Original Power of Attorney issued by said Company, and do hereby further certify that the said Power of Attorney is still in force and effect.

And I do hereby further certify that the Certification of this Power of Attorney is signed and sealed by facsimile under and by the authority of the following resolution adopted by the Board of Directors of the Colonial Surety Company at a meeting duly called and held on the 30th of January 1968, and that said resolution has not been amended or repealed:

RESOLVED, that the signature of the Secretary or any Assistant Secretary of this Corporation, and the seal of Corporation, may be affixed or printed by facsimile to any certificate to a Power of Attorney of this Corporation, and that such printed facsimile signature and seal shall be valid and binding upon this Corporation."

GIVEN under my hand and the seal of said Company, at Montvale, New Jersey this 16th day of December, 20 10.

Original printed with Blue and Black ink.  
For verification of the authenticity of this Power of Attorney you may call (201) 573-8788 and ask for the Power of Attorney clerk. Please refer to the above named individual(s) and details of the bond to which the power is attached.

Frederick S. Gallo  
Frederick S. Gallo, Secretary



State of West Virginia

County of Fayette

AND NOW, this 16th day of December, in the calendar year of 2010, before me, a duly appointed and commissioned notary public, came the identified subscriber to the within instrument or instruments, and/or the demonstrated attorney-in-fact for said signatory and subscriber on said instrument or instruments, **Roberta Bird, attorney-in-fact of Colonial Surety Company**, an insurance company duly organized and existing under the laws of the Commonwealth of Pennsylvania and which is authorized to conduct business in this State, and that as such being authorized to do so, acknowledged that the within instrument or instruments were executed as the authorized act of his disclosed principal for the purposes therein contained, and declared to be a person executing said instrument or instruments as attorney-in-fact and with full capacity and competency, at the request of and on behalf of Colonial Surety Company therein named and acknowledged to me that the aforesaid Colonial Surety Company had authorized the execution by the aforesaid attorney-in-fact of said instrument or instruments with the intent to be legally bound as required by common and statutory law.

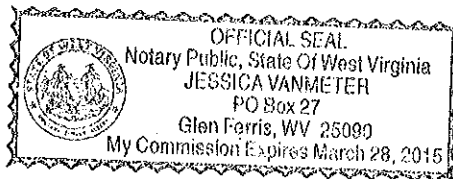
IN WITNESS WHEREOF, I hereunto set my hand and official seal.

A Notary Public of West Virginia  
My Commission Expires on 3/28/2015

Notary Public in and for the

County of Fayette  
State of West Virginia

Jessica VanMeter  
NOTARY PUBLIC







State of West Virginia  
DRUG FREE WORKPLACE CONFORMANCE AFFIDAVIT  
West Virginia Code §21-1D-5

STATE OF West Virginia

COUNTY OF Fayette, TO-WIT:

I, Robert D. Hill, after being first duly sworn, depose and state as follows:

- 1. I am an employee of Danhill Construction Co.; and,  
(Company Name)
- 2. I do hereby attest that Danhill Construction Company  
(Company Name)

maintains a valid written drug free workplace policy and that such policy is in compliance with **West Virginia Code §21-1D-5**.

The above statements are sworn to under the penalty of perjury.

Danhill Construction Company  
(Company Name)

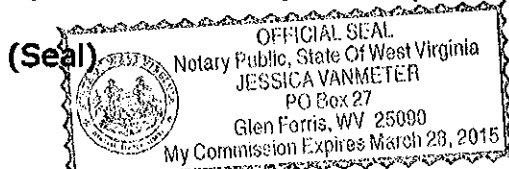
By: Robert D. Hill

Title: President

Date: 12/16/2010

Taken, subscribed and sworn to before me this 16 day of Dec. 2010.

By Commission expires 3/28/2015



Jessica VanMeter  
(Notary Public)

**THIS AFFIDAVIT MUST BE SUBMITTED WITH THE BID IN ORDER TO COMPLY WITH WV CODE PROVISIONS. FAILURE TO INCLUDE THE AFFIDAVIT WITH THE BID SHALL RESULT IN DISQUALIFICATION OF THE BID.**

RFQ No. ARG 107

STATE OF WEST VIRGINIA  
Purchasing Division

**PURCHASING AFFIDAVIT**

**West Virginia Code §5A-3-10a states:** No contract or renewal of any contract may be awarded by the state or any of its political subdivisions to any vendor or prospective vendor when the vendor or prospective vendor or a related party to the vendor or prospective vendor is a debtor and the debt owed is an amount greater than one thousand dollars in the aggregate.

**DEFINITIONS:**

"Debt" means any assessment, premium, penalty, fine, tax or other amount of money owed to the state or any of its political subdivisions because of a judgment, fine, permit violation, license assessment, defaulted workers' compensation premium, penalty or other assessment presently delinquent or due and required to be paid to the state or any of its political subdivisions, including any interest or additional penalties accrued thereon.

"Debtor" means any individual, corporation, partnership, association, limited liability company or any other form or business association owing a debt to the state or any of its political subdivisions. "Political subdivision" means any county commission; municipality; county board of education; any instrumentality established by a county or municipality; any separate corporation or instrumentality established by one or more counties or municipalities, as permitted by law; or any public body charged by law with the performance of a government function or whose jurisdiction is coextensive with one or more counties or municipalities. "Related party" means a party, whether an individual, corporation, partnership, association, limited liability company or any other form or business association or other entity whatsoever, related to any vendor by blood, marriage, ownership or contract through which the party has a relationship of ownership or other interest with the vendor so that the party will actually or by effect receive or control a portion of the benefit, profit or other consideration from performance of a vendor contract with the party receiving an amount that meets or exceeds five percent of the total contract amount.

**EXCEPTION:** The prohibition of this section does not apply where a vendor has contested any tax administered pursuant to chapter eleven of this code, workers' compensation premium, permit fee or environmental fee or assessment and the matter has not become final or where the vendor has entered into a payment plan or agreement and the vendor is not in default of any of the provisions of such plan or agreement.

Under penalty of law for false swearing (*West Virginia Code §61-5-3*), it is hereby certified that the vendor affirms and acknowledges the information in this affidavit and is in compliance with the requirements as stated.

**WITNESS THE FOLLOWING SIGNATURE**

Vendor's Name: Danhill Construction Company

Authorized Signature: Robert D. Hill Date: 12/16/2010

State of West Virginia

County of Fayette to-wit:

Taken, subscribed, and sworn to before me this 16 day of December, 2010

My Commission expires March 28, 2015.

**AFFIX SEAL HERE**

NOTARY PUBLIC Jessica VanMeter

