



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  
 GSD116419

PAGE  
 1

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

VENDOR

RFQ COPY  
 TYPE NAME/ADDRESS HERE  
 C09123150  
 A. J. Smith, Inc. dba Capital Builders  
 4008 5th Street Road  
 Huntington, WV 25701

SHIP TO

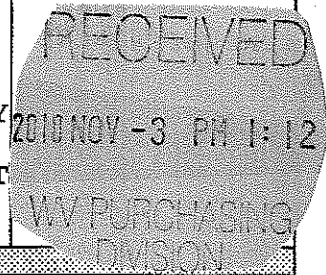
DEPARTMENT OF ADMINISTRATION  
 GENERAL SERVICES DIVISION  
 BUILDING 36  
 ONE DAVIS SQUARE  
 CHARLESTON, WV  
 25301 304-558-3517

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

BID OPENING DATE: 11/03/2010

BID OPENING TIME: 01:30PM

LINE	QUANTITY	UOP	CAT NO	ITEM NUMBER	UNIT PRICE	AMOUNT
0001	1	LS		931-53	259,500.00	259,500.00
BLDG 36 (1 DAVIS SQUARE) INTERIOR LIGHTING UPGRADES  REQUEST FOR QUOTATION (RFQ) CONSTRUCTION AARA PROJECT  THE WEST VIRGINIA STATE PURCHASING DIVISION FOR THE AGENCY, THE WEST VIRGINIA DIVISION OF GENERAL SERVICES, IS SOLICITING BIDS TO PROVIDE THE AGENCY WITH ALL LABOR AND MATERIALS FOR INTERIOR LIGHTING UPGRADES FOR BUILDING #36 LOCATED AT ONE DAVIS SQUARE IN CHARLESTON WEST VIRGINIA PER THE ATTACHED SPECIFICATIONS.  THIS IS AN AMERICAN RECOVERY AND REINVESTMENT PROJECT.  A MANDATORY PRE-BID WILL BE HELD ON 10/21/2010 AT 10:00 AM AT ONE DAVIS SQUARE LOCATED IN CHARLESTON, 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.  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 IN DISQUALIFICATION OF THE BID. THE STATE WILL NOT						



SEE REVERSE SIDE FOR TERMS AND CONDITIONS

SIGNATURE <i>B. J. Burgess</i>	B. J. Burgess	TELEPHONE 304-697-5002	DATE November 3, 2010
TITLE President	FEIN 55-0735961	ADDRESS CHANGES TO BE NOTED ABOVE	

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).



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<p>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 10/25/2010 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 MUST BE SIGNED AND SUBMITTED WITH THE BID AS EVIDENCE</p>						

SIGNATURE <i>S. J. Guyss</i>		TELEPHONE 304-697-5002	DATE November 3, 2010
TITLE President	FEIN 55-0735961	ADDRESS CHANGES TO BE NOTED ABOVE	

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PURCHASER

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<p>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.</p> <p>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.</p> <p>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.</p> <p>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)</p> <p>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.</p> <p>WORKERS' COMPENSATION: VENDOR IS REQUIRED TO PROVIDE A CERTIFICATE FROM WORKERS' COMPENSATION IF SUCCESSFUL.</p> <p>ALL OF THE ITEMS CHECKED BELOW WILL BE A REQUIREMENT OF THIS CONTRACT:</p>						

SEE REVERSE SIDE FOR TERMS AND CONDITIONS

SIGNATURE <i>B. J. Burgess</i>	<b>B. J. Burgess</b>	TELEPHONE <b>304-697-5002</b>	DATE <b>November 3, 2010</b>
TITLE <b>President</b>	FEIN <b>55-0735961</b>	ADDRESS CHANGES TO BE NOTED ABOVE	

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<p>(XX) INSURANCE: SUCCESSFUL VENDOR SHALL FURNISH PROOF OF COMMERCIAL GENERAL LIABILITY INSURANCE PRIOR TO ISSUANCE OF CONTRACT. UNLESS OTHERWISE SPECIFIED IN THE BID DOCUMENTS, THE MINIMUM AMOUNT OF INSURANCE COVERAGE REQUIRED IS \$1,000,000.00.</p> <p>( ) BUILDERS RISK INSURANCE: SUCCESSFUL VENDOR SHALL FURNISH PROOF OF BUILDERS RISK - ALL RISK INSURANCE IN AN AMOUNT EQUAL TO 100% OF THE AMOUNT OF THE CONTRACT.</p> <p>(XX) BONDS: FIVE PERCENT (5%) OF THE TOTAL AMOUNT OF THE BID PAYABLE TO THE STATE OF WEST VIRGINIA, SHALL BE SUBMITTED WITH EACH BID AS A BID BOND. THE SUCCESSFUL BIDDER SHALL ALSO FURNISH A PERFORMANCE BOND AND LABOR/MATERIAL BOND FOR 100% OF THE AMOUNT OF THE CONTRACT. BONDS MAY BE PROVIDED IN THE FORM OF A CERTIFIED CHECK, IRREVOCABLE LETTER OF CREDIT, OR BOND FURNISHED BY A SOLVENT SURETY COMPANY AUTHORIZED TO DO BUSINESS IN THE STATE OF WEST VIRGINIA. A LETTER OF CREDIT SUBMITTED IN LIEU OF A BOND WILL ONLY BE ALLOWED FOR PROJECTS UNDER \$100,000. PERSONAL OR BUSINESS CHECKS ARE NOT ACCEPTABLE IN LIEU OF THE 5% BID BOND, PERFORMANCE BOND, OR LABOR AND MATERIAL BOND.</p> <p>( ) MAINTENANCE BOND: A TWO (2) YEAR MAINTENANCE BOND COVERING THE ROOFING SYSTEM WILL BE A REQUIREMENT OF THE SUCCESSFUL VENDOR.</p> <p>REV. 11/00</p> <p>EXHIBIT 7</p> <p>DOMESTIC ALUMINUM, GLASS &amp; STEEL IN PUBLIC WORKS PROJECTS</p>						

SEE REVERSE SIDE FOR TERMS AND CONDITIONS

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<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> <p>REV. 3/88</p>						
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<p>EXHIBIT 9</p> <p>NOTICE FOR ISSUANCE &amp; ACKNOWLEDGEMENT OF CONSTRUCTION PROJECT ADDENDA</p> <p>THE ARCHITECT/ENGINEER AND/OR AGENCY SHALL BE REQUIRED TO ABIDE BY THE FOLLOWING SCHEDULE IN ISSUING CONSTRUCTION PROJECT ADDENDA FOR STATE AGENCIES:</p> <p>(1) THE ARCHITECT/ENGINEER SHALL PREPARE THE ADDENDUM AND A LIST OF ALL PARTIES THAT HAVE PROCURED DRAWINGS AND SPECIFICATIONS FOR THE PROJECT. THE ADDENDUM AND LIST SHALL BE FORWARDED TO THE BUYER IN THE STATE PURCHASING DIVISION. THE ARCHITECT/ENGINEER SHALL ALSO SEND A COPY OF THE ADDENDUM TO THE STATE AGENCY FOR WHICH THE CONTRACT IS ISSUED.</p> <p>(2) THE BUYER SHALL SEND THE ADDENDUM TO ALL INTERESTED PARTIES AND, IF NECESSARY, EXTEND THE BID OPENING DATE. ANY ADDENDUM SHOULD BE RECEIVED BY THE BUYER WITHIN FOURTEEN (14) DAYS PRIOR TO THE BID OPENING DATE.</p> <p>(3) ALL ADDENDA SHOULD BE FORMALLY ACKNOWLEDGED BY ALL BIDDERS AND SUBMITTED TO THE STATE PURCHASING DIVISION. THE SAME RULES AND REGULATIONS THAT APPLY TO THE ORIGINAL BIDDING DOCUMENT SHALL ALSO APPLY TO AN ADDENDUM DOCUMENT. THE ONLY EXCEPTION MAY BE FOR AN ADDENDUM THAT IS ISSUED FOR THE SOLE PURPOSE OF CHANGING A BID OPENING TIME AND/OR DATE.</p> <p>REV. 11/96</p>						

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EXHIBIT 10						
ADDENDUM ACKNOWLEDGEMENT						
I HEREBY ACKNOWLEDGE RECEIPT OF THE FOLLOWING CHECKED ADDENDUM(S) AND HAVE MADE THE NECESSARY REVISIONS TO MY PROPOSAL, PLANS AND/OR SPECIFICATION, ETC.						
ADDENDUM NOS. :						
NO. 1						X Date Printed 10/27/2010
NO. 2						
NO. 3						
NO. 4						
NO. 5						
I UNDERSTAND THAT FAILURE TO CONFIRM THE RECEIPT OF THE ADDENDUM(S) MAY BE CAUSE FOR REJECTION OF THE BIDS.						
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.						
<i>B. J. Burgess</i>					SIGNATURE	
B. J. Burgess					COMPANY	
A.J. Smith, Inc. dba Capital Builders						

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SIGNATURE <i>B. J. Burgess</i>	TITLE President	FEIN 55-0735961	TELEPHONE 304-697-5002	DATE November 3, 2010
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PROPERTY SUBJECT

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CONTRACTORS LICENSE						
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 B MADE BY CONTACTING THE WEST VIRGINIA DIVISION OF LABOR CAPITOL COMELEX, BUILDING 3, ROOM 319, CHARLESTON, WV 25305. TELEPHONE: (304) 558-7890.						
WEST VIRGINIA STATE CODE 21-11-11 REQUIRES ANY PROSPECTIVE BIDDER TO INCLUDE THE CONTRACTORS LICENSE NUMBER ON THEIR BID.						
BIDDER TO COMPLETE: CONTRACTORS NAME: A.J. Smith, Inc. dba Capital Builders ..... CONTRACTORS LICENSE NO.: WV032728 .....						
THE SUCCESSFUL BIDDER WILL BE REQUIRED TO FURNISH A COPY OF THEIR CONTRACTORS LICENSE PRIOR TO ISSUANCE OF A PURCHASE ORDER/CONTRACT						
APPLICABLE LAW						
THE WEST VIRGINIA STATE CODE, PURCHASING DIVISION RULES AND REGULATIONS, AND THE INFORMATION PROVIDED IN THE "REQUEST FOR QUOTATION" ISSUED BY THE PURCHASING DIVISION IS THE SOLE AUTHORITY GOVERNING THIS						

SEE REVERSE SIDE FOR TERMS AND CONDITIONS

SIGNATURE <i>B. J. Burgess</i>	B. J. Burgess	TELEPHONE 304-697-5002	DATE November 3, 2010
TITLE President	FEIN 55-0735961	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  
 GSD116419

PAGE  
 9

ADDRESS CORRESPONDENCE TO ATTENTION OF  
 KRISTA FERRELL  
 304 558 2596

RFQ COPY

TYPE NAME/ADDRESS HERE  
 C09123150  
 A.J. Smith, Inc. dba Capital Builders  
 4008 5th Street Road  
 Huntington, WV 25701

SHIP TO

DEPARTMENT OF ADMINISTRATION  
 GENERAL SERVICES DIVISION  
 BUILDING 36  
 ONE DAVIS SQUARE  
 CHARLESTON, WV  
 25301 304-558-3517

DATE PRINTED	TERMS OF SALE	SHIP VIA	FOB	FREIGHT TERMS
10/12/2010				

BID OPENING DATE: 11/03/2010 BID OPENING TIME: 01:30PM

LINE	QUANTITY	UOP	CAT NO	ITEM NUMBER	UNIT PRICE	AMOUNT
<p>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>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.</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.: GSD116419</p>						

SEE REVERSE SIDE FOR TERMS AND CONDITIONS			
SIGNATURE <i>B. J. Burgess</i>	B. J. Burgess	TELEPHONE 304-697-5002	DATE November 3, 2010
TITLE President	FEIN 55-0735961	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  
 GSD116419

PAGE  
 10

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

VENDOR

RFQ COPY  
 TYPE NAME/ADDRESS HERE  
 C09123150  
 A.J. Smith, Inc. dba Capital Builders  
 4008 5th Street Road  
 Huntington, WV 25701

SHIP TO

DEPARTMENT OF ADMINISTRATION  
 GENERAL SERVICES DIVISION  
 BUILDING 36  
 ONE DAVIS SQUARE  
 CHARLESTON, WV  
 25301 304-558-3517

DATE PRINTED	TERMS OF SALE	SHIP VIA	FOB	FREIGHT TERMS
10/12/2010				

LINE	QUANTITY	UOP	CAT NO	ITEM NUMBER	UNIT PRICE	AMOUNT
BID OPENING DATE:		11/03/2010		BID OPENING TIME		01:30PM
BID OPENING TIME:		1:30 PM				
PLEASE PROVIDE A FAX NUMBER IN CASE IT IS NECESSARY TO CONTACT YOU REGARDING YOUR BID: 304-697-5004						
-----						
PLEASE PRINT OR TYPE NAME OF PERSON TO CONTACT CONCERNING THIS QUOTE: B. L. Blower						
-----						
***** THIS IS THE END OF RFQ GSD116419 ***** TOTAL:						259,500.00

SEE REVERSE SIDE FOR TERMS AND CONDITIONS

SIGNATURE <i>B. J. Burgess</i>	B. J. Burgess	TELEPHONE 304-697-5002	DATE November 3, 2010
TITLE President	FEIN 55-0735961	ADDRESS CHANGES TO BE NOTED ABOVE	

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

State of West Virginia  
General Services Division

One Davis Square (Bldg#36)  
Interior Lighting Upgrades  
Project No. GSD 116419

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**REQUEST FOR QUOTATIONS #GSD116419**

**Interior Lighting Upgrades, Bldg#36**

Location: One Davis Square  
321-323 Capitol Street  
Charleston, WV 25301

For: State of West Virginia  
General Services Division  
1900 Kanawha Blvd; East  
Charleston, West Virginia 25305

All inquiries for specification clarification shall be addressed to:

Krista Ferrell, Buyer Supervisor  
Purchasing Division  
P. O. Box 50130  
Charleston, West Virginia 25305-0130  
Telephone: (304) 558-2596  
Fax: (304) 558-4115  
[Krista.S.Ferrell@wv.gov](mailto:Krista.S.Ferrell@wv.gov)

The Acquisition and Contract Administration Section of the Purchasing Division "State" for the West Virginia General Services Division is soliciting quotations to provide services to install replacement light fixtures within Bldg 36 located at One Davis Square, Charleston, WV. This RFQ includes all labor, materials and equipment to provide new replacement interior ceiling grid lighting fixtures. This document is intended to supplement information provided in the standard "Request for Quotation" and "General Terms and Conditions" issued by the Purchasing Division for this project. Vendors should carefully review all documents.

**THIS PROJECT IS PAID FOR WITH FEDERAL FUNDING THROUGH THE AMERICAN RECOVERY AND REINVESTMENT ACT OF 2009.** Three major provisions addressed with this project, and which must be adhered to, are the BUY AMERICA ACT, The DAVIS BACON ACT, and the HISTORIC PRESERVATION ACT. The Owner has achieved compliance with the HISTORIC PRESERVATION ACT by having contacted and received approval from the State Historic Preservation Office for this project. By signing the Proposal Form, all bidders verify they understand, accept and will comply with these Federal requirements.

**Mandatory Pre-Bid Meeting:**

A mandatory pre-bid conference will be held on Thursday, October 21, 2010, at 10:00 am. Contractors attending the meeting shall assemble in the lobby of Bldg#36. Bidders are requested to arrive early enough to sign-in at the front security desk prior to the meeting. See Purchasing Division Request for Quotation for additional information.

State of West Virginia  
General Services Division

One Davis Square (Bldg#36)  
Interior Lighting Upgrades  
Project No. GSD 116419

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### **Scope of Work:**

#### **Project Description**

The work consists of furnishing all labor, replacement fixtures, equipment and all miscellaneous supplies to perform a complete grid lighting upgrade with replacement 2' x 4' drop-in fixtures as specified. Successful Contractor shall remove 875 existing 2' x 4' drop-in light fixtures and replace the removed fixtures with 550 new 277V T5HO fixtures. Contractor shall remove all existing fixtures. Those existing fixtures indicated by field marking with a "red dot" sticker will be permanently eliminated and replaced with ceiling tile. Contractor is responsible for removing old fixtures, fitting and replacement of ceiling tile (furnished by GSD), and splicing existing wiring to continue electrical lighting circuit. Individual external fixture service disconnects will comply with NEC requirement in effect at the time of bidding.

Successful Contractor shall furnish an additional 12 complete fixtures to GSD as bench-stock upon completion of project installation and prior to acceptance of installation.

#### **Product Requirements**

Fixtures required are as follows:

Cooper/Metalux, 2GC-354T5A-UNV-EBT1-U (or equal):

- 2' Wide, Grid Lay-In, Specification Deep Troffer fixture;
- 3-Lamp, 54W, T5HO 48" lamps, with pattern acrylic lens;
- Universal voltage;
- With electronic instant start, T5 Linear Lamp Ballast (1);
- Single unit packed
- fixture color shall be white.

Initial lamping is to be furnished by contractor, as follows:

- Sylvania FP54/841/HO/ECO (or equal): for fixtures above 8ft from floor
- Sylvania FP28/835/HO/ECO (or equal): for fixtures at or below 8ft from floor

Brand and model specifications are given to establish a level of performance only, and not to limit competition. Bidders wishing to bid based upon substitute brands and models should submit a request to substitute the brand and model they wish to bid as a technical question, per the instructions for submitting technical questions in the Request for Quotation (RFQ). Approvals and refusals of these requests will be given by addenda to the RFQ.

#### **Buy American Provisions**

This project must use American iron, steel or manufactured goods as required by the BUY AMERICA ACT. Refer to the attached documents, "EERE Buy American Documentation Guidance" and "EERE Substantial Transformation Guidance."

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General Services Division

One Davis Square (Bldg#36)  
Interior Lighting Upgrades  
Project No. GSD 116419

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The successful Contractor shall be required to meet all documentation requirements to insure compliance with the BUY AMERICA ACT.

**Project Requirements**

The State of West Virginia retains ALL salvage rights to fixtures and bulbs and expects the contractor to exercise due care as not to damage or diminish the potential salvage value or reuse of these fixtures or bulbs.

The Contractor shall stack and arrange (on GSD-furnished pallets) all light fixtures removed as part of this project. Contractor shall stack groups of ten (10) removed fixtures per pallet, shrink-wrap the pallet, and place pallet in building's dock area for removal by GSD or other contracted staff.

The Contractor shall remove light tubes from old fixtures and package in cardboard containers suitable for light tubes, in such a manner equal to factory packaging to lessen damage to tubes. The Contractor shall tape and mark the cartons to indicate the quantity and type of contents. The Contractor shall separate bulbs which are burned out at time of removal from those which are not, and shall package them separately:

- Cartons of usable bulbs shall be marked "Usable"
- Cartons of burned out bulbs shall be marked "Not Usable"

Contractor must comply with ALL industry standards including NEC, State of West Virginia Office of Technology Guidelines in addition to the following:

- NEC (National Electric Code)
- FCC Part 15
- FCC Part 68
- Underwriters Laboratories (UL) UL294
- UL 1076
- NFPA 70
- NFPA 730 and 731
- EIA RS232C
- EIA RS 485
- FIPS 197,201
- NFPA 101

**Documents:**

This Request for Quotations also incorporates the attached documents:

1. The WV Purchasing Division "Request for Quotation" and "General Terms and Conditions".
2. GSD116419 Bid Form

State of West Virginia  
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One Davis Square (Bldg#36)  
Interior Lighting Upgrades  
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3. "Final Davis Bacon Act (DBA) Clauses as Approved by the Department of Labor (DOL) for use in Financial Assistance Programs other than Weatherization Assistance Programs and Loan programs; November 6, 2009"
4. GSD116419 WV2 Wage Rates
5. GSD116419 SF 1413 ("Statement of Acknowledgment")
6. GSD116419 WH347 Sample Certified Payroll
7. GSD116419 EERE Buy American Documentation Guidance
8. GSD116419 EERE Substantial Transformation Guidance

**Contract Period:**

The Contract shall be completed within **Sixty (60)** calendar days from the issuance of the written Notice to Proceed. In accordance with the West Virginia State Code 5A-3-4(8), vendor agrees that liquidated damages shall be imposed at the rate of \$250.00 per day for failure to complete the project within the contract period. This clause shall in no way be considered exclusive and shall not limit the State or Agency's right to pursue any other additional remedy to which the State or Agency may have legal cause for action including further damages against the vendor.

Any equipment contracted for prior to issuance of the signed purchase order and written Notice to Proceed letter shall be at the Bidder's risk.

**Reference Requirement:**

The qualified contractor shall have at least three years experience performing such work on projects of a similar size and type. Bidders should supply at least three references indicating their capabilities to perform such work. References shall include the name, location, ownership and use of the building in addition to the name, address and telephone number of a contact person with the building's owner familiar with the duct cleaning work.

**Definitions:**

- A. The Department of Administration, General Services Division, Room MB-60, State Capitol, Charleston, West Virginia shall be hereinafter called the "Owner".
- B. The vendor or service organization contracted by these specifications shall hereinafter be called the "Contractor".
- C. "The Contract", as herein stated, shall mean the agreement between the Owner and the Contractor to provide the services as herein specified.
- D. "Owners Representative", as herein stated, shall be defined as that person so designated by the Director of the General Services Division.
- E. "Architect/Engineer", as stated in these Contract Documents shall refer to the General Services Division.

**Payment:**

The Contractor shall submit one invoice, in arrears at final completion of project. Invoice shall be signed in blue ink. Deliver invoice to:



State of West Virginia  
General Services Division

One Davis Square (Bldg#36)  
Interior Lighting Upgrades  
Project No. GSD 116419

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General Services Division  
Attn: Business Manager  
1900 Kanawha Blvd. East  
Building 1, Room MB-68  
Charleston, West Virginia 25305

The Contractor shall complete and submit certified payrolls weekly to the Project Manager, to comply with the requirement of the Davis-Bacon Act. Certified Payroll documents must meet the minimum requirements of the attached WH347 Sample Form.

**Wage Rates**

- A. The successful Bidder and all Subcontractors shall pay the higher of the U.S. Department of Labor minimum wage rates or the West Virginia Department of Labor wage rates as established for the County in which the Project is located pursuant to West Virginia Code §21-5-1 et.seq. Applicable prevailing wage rates are included in the bid documents.
- B. Bidders shall review the attached "Final Davis Bacon Act (DBA) Clauses as Approved by the Department of Labor (DOL) for use in Financial Assistance Programs other than Weatherization Assistance Programs and Loan programs; November 6, 2009" and shall comply to all applicable provisions outlined in the document.
- C. Copies of wage rates are included in the bid package as determined by the WV Department of Labor for the resident county of the Project. Additional information may be obtained at: [www.wvsos.com/adiaw/wagerates/buildings03.htm](http://www.wvsos.com/adiaw/wagerates/buildings03.htm) or contact the office of the WV Secretary of State (304) 558-6000.
- D. Bidders are reminded that subject to the provisions of Chapter 21-5A of the West Virginia Code, a legible statement of all fair minimum wage rates to be paid the various classes of workers employed, shall be posted in a prominent place at the project site by each Contractor and Subcontractor.
- E. Contractor shall be required to complete the SF 1413 "Statement of Acknowledgment" for all subcontractors to be used on the project (blank form attached).

**Supplementary General Conditions:**

- A. The Contractor shall 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.
- B. The Contractor shall pay any applicable sales, use, or personal property taxes, arising out of this Contract and the transactions contemplated thereby. Any other taxes levied upon this Contract, the transaction, or the equipment, or services delivered pursuant hereto shall be borne by the Contractor. It is clearly understood that the State of West

State of West Virginia  
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One Davis Square (Bldg#36)  
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Virginia is exempt from any taxes regarding performance of the scope of work of this Contract.

- C. Contractor shall be responsible for parts and materials as follows:
1. The Contractor shall supply all tools, tool accessories, personal safety equipment, and supplies necessary to execute the responsibilities of this Contract.
  2. Contractor shall furnish a warranty of twelve (12) months for labor and materials.

**Bonds and Insurance:**

Refer to Purchasing Division's 'Request for Quotation' for requirements on bonding and insurance.

The minimum amount of commercial general liability insurance coverage required is \$1,000,000.00, and a copy of contractor certificate of insurance is required prior to issuance of purchase order for this agreement.

**It is strongly preferred that the successful bidder provide all necessary Labor & Materials and Performance Bonds, any required Insurance Certificates, and other required documentation within Seventy-Two (72) hours of notice of award of Contract.**

**GENERAL REQUIREMENTS:**

**Submittals:**

All submittals for this project shall be reviewed and approved by the General Services Division Operations and Maintenance Section.

**Final Inspection:**

The Final Inspection will be conducted by a Project Manager from the General Services Division.

Work found to be in accordance with the Contract Documents will be accepted as complete for final acceptance. Unacceptable work, or work not in accordance with the Contract Documents shall be removed, replaced, changed or cleaned as required to meet requirements of Contract Documents prior to final acceptance. Final Acceptance does not waive or release Contractor to conform with the Contract Documents.

Final payment shall not be made until all work is finally accepted.

**Limits of Work**

Work areas will be limited to those spaces required for access to the jobsite. No interior space may be utilized for temporary (overnight) storage of equipment and tools. Coordinate storage needs with the GSD Building Manager and GSD Project Manager.

Owner and Agency facilities shall remain in use during this contract. Contractor shall work with

State of West Virginia  
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One Davis Square (Bldg#36)  
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the Building Manager and Protective Services to coordinate the temporary access to work areas and otherwise provide for the Contractor needs to complete work. Contractor shall minimize disruption to Capitol work areas and loading dock access.

**Use of Facilities**

Contractor shall be permitted reasonable use of building utilities including power, water and sanitary sewage disposal as required for conducting the work. Coordinate the location of service connections or use of receptacle with the building manager to avoid overloading existing circuits.

**Contractor Schedule:**

Provide overall project schedule within seventy-two hours of Notice to Proceed.

Provide a proposed construction schedule indicating areas to be worked. Where coordination or disruption of office workspaces or occupants may be required, provide at least one week's advance notice prior to conducting work in those areas. Adhere to schedule provided and coordinate with through Project Manager.

**Waste Removal**

Contractor to make arrangements for the collection and disposal of Contractor's waste and construction related debris. Debris shall be removed on a daily basis.

**Contractor Visitor Badges**

One Davis Square is a secure facility. Contractor shall provide a list of all personnel working on this project within the building. This list shall include a copy of full name, valid driver's license or other legal identification and include date of birth, company name, address, office phone and cell phone. All proposed workers may be subjected to a criminal history / driver's license background check prior to being permitted to work in state buildings. Workers shall carry valid Contractor Photo ID Badges to be worn when working in the building. Under no circumstances shall a worker be assigned to this project without the validation first being submitted to the General Services Division and approval given.

**Work Restrictions:**

Work shall be generally performed during normal business working hours of 7:00 am to 5:00 pm, Monday through Friday, except state recognized holidays.

Smoking is not permitted within any building or near entrances, operable windows or outdoor air intakes.

**Parking**

No parking is available on the project site. Parking in non-designated areas is not permitted. Provisions will be made for locating refuse dumpsters if required by the project.

Use of sidewalk areas for parking is strictly prohibited.

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Project No. GSD 116419

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With prior approval, contractor's vehicles may be brought on-site for loading & unloading or to provide equipment necessary for conducting the work. Vehicles not necessary for conduct of work shall be removed from site within one-half hour.

**Site Access**

The building is available from 7:00 am to 5:00 pm. Extended work hours may be acceptable if approved by the Owner. One Davis Square is a secured location. Access to secured areas shall be coordinated with the Owner. Contractor shall not leave open doors unattended and shall close doors when not in use.

**Safety:**

Perform all work in compliance with applicable safety regulations. Work shall be subject to verification and inspection by GSD Safety representatives. Such verification shall not relieve the Contractor from meeting all applicable safety regulations and inspection by other agencies.

Notify Owner if suspected hazardous materials are encountered. Any areas requiring abatement will be provided by the GSD under separate contract.

**Hot Work Permit:**

Contractor shall obtain Owner's permission prior to performing any work that requires an open flame, creates sparks, use's equipment that creates combustible temperatures, or performs any work that could result in a fire hazard. Owner will review work area and issue a 'Hot Work Permit' prior to Contractor commencing work. Note that the Contractor must take proper precautions and may be required to provide a Fire Watch as a condition of the permit.

**Workmanship:**

Contractor shall complete all work in a neat and workmanlike manner. All work shall be done using new materials in a manner that meets commercial quality standards. Work shall be neat, true, plumb and square, as applicable. Contractor shall verify all dimensions.

**Federal Funding 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 agency thereof."

**FINAL DAVIS BACON ACT (DBA) CLAUSES AS APPROVED BY  
THE DEPARTMENT OF LABOR (DOL) FOR USE IN FINANCIAL  
ASSISTANCE PROGRAMS OTHER THAN WEATHERIZATION  
ASSISTANCE PROGRAMS AND LOAN PROGRAMS**  
**November 6, 2009**

**Clause XXX. Davis Bacon Act and Contract Work Hours and Safety Standards Act.**

**Definitions:** For purposes of this clause, Clause XXX, 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;

(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.

General Decision Number: WV100002 04/30/2010 WV2

Superseded General Decision Number: WV20080002

State: West Virginia

Construction Type: Building

Counties: Barbour, Braxton, Brooke, Cabell, Calhoun, Doddridge, Gilmer, Grant, Hampshire, Hancock, Hardy, Harrison, Jackson, Kanawha, Lewis, Marion, Marshall, Mason, Mineral, Monongalia, Morgan, Ohio, Pendleton, Pleasants, Preston, Putnam, Randolph, Ritchie, Roane, Taylor, Tucker, Tyler, Upshur, Wayne, Webster, Wetzel, Wirt and Wood Counties in West Virginia.

BUILDING CONSTRUCTION PROJECTS (does not include single family homes and apartments up to and including 4 stories). See Heavy and Highway Construction General Wage determination for all work in connection with the clearing and grading of site, also all paving incidental to the project, and all incidental water lines, sewers and other utilities to within 5 feet of the building line)

Modification Number	Publication Date
0	03/12/2010
1	03/19/2010
2	04/02/2010
3	04/09/2010
4	04/16/2010
5	04/30/2010

ASBE0002-003 08/01/2009

BROOKE, HANCOCK, HARRISON, MARION, MARSHALL, MINERAL, OHIO, TYLER AND WETZEL COUNTIES

	Rates	Fringes
Asbestos Workers/Insulator.....	\$ 31.32	19.11

SCOPE OF WORK:

Includes application of all insulating materials, protective coverings and finishings to all types of mechanical systems.

ASBE0080-001 03/01/2010

BRAXTON, CABELL, CALHOUN, DODDRIDGE, GILMER, JACKSON, KANAWHA, LEWIS, MASON, PLEASANTS, PUTNAM, RITCHIE, ROANE, UPSHUR, WAYNE, WIRT, and WOOD COUNTIES

	Rates	Fringes
Asbestos/Insulator Worker {SCOPE OF WORK, includes		



application of all insulating materials, protective coverings and finishings to all types of mechanical systems).....\$ 30.00 15.99

BOIL0045-003 10/01/2009

GRANT COUNTY

	Rates	Fringes
BOILERMAKER.....	\$ 33.21	16.71

BOIL0154-003 06/01/2009

BROOKE AND HANCOCK COUNTIES

	Rates	Fringes
BOILERMAKER.....	\$ 36.70	20.82

BOIL0667-001 10/01/2009

BARBOUR, BRAXTON, CABELL, CALHOUN, DODDRIDGE, GILMER, HAMPSHIRE, HARDY, HARRISON, JACKSON, KANAWHA, LEWIS, MARION, MARSHALL, MASON, MINERAL, MORGAN, MONONGALIA, OHIO, PENDLETON, PLEASANTS, PRESTON, PUTNAM, RANDOLPH, RITCHIE, ROANE, TAYLOR, TUCKER, TYLER, UPSHUR, WAYNE, WEBSTER, WETZEL, WIRT AND WOOD COUNTIES.

	Rates	Fringes
BOILERMAKER.....	\$ 36.94	15.32

BRMD0006-003 06/01/2008

MINERAL COUNTY

	Rates	Fringes
BRICKLAYER (Brick, Stone, Marble, Mosaic, Pointers, Caulkers, Artifical, Tilesetters and Terrazzo workers).....	\$ 26.52	11.60

BRWV0001-001 07/01/2008

MARSHALL, OHIO, TYLER AND WETZEL COS.

	Rates	Fringes
BRICKLAYER.....	\$ 25.10	12.19
TILE SETTER.....	\$ 25.10	12.19

BRWV0006-003 06/01/2009

CALHOUN, JACKSON, PLEASANTS, RITCHIE, ROANE, WIRT AND WOOD COS.

	Rates	Fringes
BRICKLAYER.....	\$ 25.74	12.38
TILE SETTER.....	\$ 25.24	12.38

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BRWV0009-002 12/01/2009

BRAXTON, KANAWHA, and PUTNAM COUNTIES

	Rates	Fringes
Bricklayer, Stonemason.....	\$ 26.81	16.19
Marble, Tile Layer & Terrazzo Worker.....	\$ 26.81	16.19

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BRWV0011-001 07/01/2008

BROOKE AND HANCOCK COS.

	Rates	Fringes
BRICKLAYER		
Industrial.....	\$ 27.51	12.30
All other work.....	\$ 25.64	12.30
TILE SETTER.....	\$ 23.74	12.30

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BRWV0015-002 12/01/2009

DODDRIDGE, GILMER, HARRISON, LEWIS, MARION, and UPSHUR COUNTIES

	Rates	Fringes
BRICKLAYER		
Commercial.....	\$ 27.24	13.31
Industrial.....	\$ 28.82	13.31

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BRWV0015-005 12/01/2009

BARBOUR, DODDRIDGE, GILMER, HARDY, HARRISON, LEWIS, MARION,  
MONONGALIA, PRESTON, TAYLOR, TUCKER, and UPSHUR COUNTIES

	Rates	Fringes
Cement Masons:		
Commercial.....	\$ 27.24	13.31
Industrial.....	\$ 28.82	13.31

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BRWV0015-006 12/01/2007

CALHOUN, JACKSON, PLEASANTS, RITCHIE, ROANE, WIRT, AND WOOD  
Counties

	Rates	Fringes
Marble & Tile Finisher.....	\$ 21.40	7.07

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CARP0003-003 12/01/2009

BROOKE, HANCOCK, MARSHALL (North of 39 degrees 46' latitude),  
and OHIO COUNTIES

	Rates	Fringes
Carpenters: (carpet, drywall, lather, and soft tile installers).....	\$ 23.54	12.59

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CARP0302-001 12/01/2009

BUILDING

CABELL and WAYNE COUNTIES

	Rates	Fringes
Carpenter & Soft Floor Layer.....	\$ 27.44	14.51
PILEDRIVERMAN.....	\$ 27.85	14.51

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CARP0476-001 12/01/2009

BRAXTON, DODDRIDGE, GILMER, HARRISON, LEWIS, MARION, UPSHUR,  
and WEBSTER COUNTIES

	Rates	Fringes
CARPENTER (carpet, drywall and soft tile installers).....	\$ 23.56	15.19
Piledriver.....	\$ 24.06	15.19

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CARP0604-003 12/01/2009

BARBOUR, MONOGALIA, PRESTON, RANDOLPH, TAYLOR, and TUCKER  
COUNTIES

	Rates	Fringes
Carpenter.....	\$ 23.56	15.19

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CARP0899-001 12/01/2009

CALHOUN, PLEASANTS, RITCHIE, TYLER, WIRT, and WOOD COUNTIES

	Rates	Fringes
Carpenters: (Soft Tile & Carpet Installers, Drywall installers).....	\$ 25.02	14.48
PILEDRIVERMAN.....	\$ 25.52	14.48

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CARP1024-003 05/01/2008

GRANT, HAMPSHIRE, HARDY, AND PENDLETON COUNTIES

	Rates	Fringes
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CARPENTER (dry wall hangers  
and soft layers).....\$ 24.95 9.75

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CARP1024-006 05/01/2008

MINERAL AND MORGAN COUNTIES

	Rates	Fringes
CARPENTER.....	\$ 24.95	9.75

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CARP1159-001 12/01/2009

JACKSON and MASON COUNTIES

	Rates	Fringes
CARPENTER.....	\$ 25.97	14.54

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CARP1207-006 12/01/2009

KANAWHA, PUTNAM, and ROANE COUNTIES

	Rates	Fringes
CARPENTER.....	\$ 26.63	14.30
Pile Driver.....	\$ 26.88	14.30

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CARP1519-001 12/01/2009

CABELL and WAYNE COUNTIES

	Rates	Fringes
MILLWRIGHT.....	\$ 25.11	19.24

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CARP1755-001 12/01/2009

BRAXTON, CALHOUN, DODDRIDGE, GILMER, HARRISON, JACKSON,  
KANAWHA, LEWIS, MARION, MASON, PLEASANTS, PUTNAM, RITCHIE,  
ROANE, TYLER, UPSHUR, WETZEL, WIRT, and WOOD COUNTIES

	Rates	Fringes
MILLWRIGHT.....	\$ 30.50	14.95

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CARP1871-019 12/01/2009

BROOKE, HANCOCK, MARSHALL, and OHIO COUNTIES

	Rates	Fringes
MILLWRIGHT.....	\$ 26.96	11.84

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CARP2235-009 12/01/2009

BROOKE, HANCOCK, MARSHALL, OHIO, and WETZEL COUNTIES

	Rates	Fringes
PILED RIVERMAN.....	\$ 29.95	12.17

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ELEC0026-010 11/07/2005

HARDY COUNTY

	Rates	Fringes
ELECTRICIAN.....	\$ 21.71	7.80

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ELEC0141-001 09/01/2009

BROOKE (Buffalo Twp. only) MARSHALL, OHIO, and WETZEL COUNTIES

	Rates	Fringes
CABLE SPLICER.....	\$ 28.61	19.75
ELECTRICIAN.....	\$ 28.36	19.75

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ELEC0141-002 09/01/2009

BROOKE (Buffalo Twp. only), MARSHALL, OHIO, and WETZEL COUNTIES

	Rates	Fringes
Line Construction:		
Cable Splicer.....	\$ 27.21	19.17
Groundsman.....	\$ 21.57	18.96
Lineman & Equipment		
Operator.....	\$ 26.96	19.16

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ELEC0246-003 11/01/2009

BROOKE (Except Buffalo Township) and HANCOCK COUNTIES

	Rates	Fringes
ELECTRICIAN.....	\$ 33.00	22.77+a

FOOTNOTE: a. 1 1/2 Paid Holidays: The last scheduled workday prior to Christmas & 4 hours on Good Friday.

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ELEC0246-005 11/01/2004

BROOKE (Except Buffalo Twp.) and HANCOCK COUNTIES

	Rates	Fringes
Line Construction:		
Groundman.....	\$ 18.70	51.5%+a
Lineman, Line Equipment		
Operator, and Truck Driver..	\$ 28.00	51.5%+a

FOOTNOTE: a. 1-1/2 Paid Holidays: The last scheduled workday prior to Christmas Day and 4 Hours on Good Friday.

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ELEC0307-003 12/01/2009

## GRANT, HAMPSHIRE, MINERAL, and MORGAN COUNTIES

	Rates	Fringes
ELECTRICIAN.....	\$ 27.90	14.26

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ELEC0307-004 06/01/2009

## MINERAL COUNTY

	Rates	Fringes
LINE CONSTRUCTION: Equipment		
Operator.....	\$ 26.22	14.18
LINE CONSTRUCTION: Groundman....	\$ 17.94	13.81
LINE CONSTRUCTION: Lineman.....	\$ 27.60	14.24
LINE CONSTRUCTION: Truck		
Driver.....	\$ 17.94	13.81

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ELEC0317-001 06/01/2009

## CABELL, MASON AND WAYNE COUNTIES

	Rates	Fringes
CABLE SPLICER.....	\$ 32.68	18.13
ELECTRICIAN.....	\$ 31.12	18.08

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ELEC0317-009 09/06/2009BRAXTON, CABELL, CALHOUN, GILMER, KANAWHA, MASON, PUTNAM,  
ROANE, and WAYNE COUNTIES

	Rates	Fringes
Line Construction:		
Cable Splicer.....	\$ 31.20	12.38
Equipment Mechanic.....	\$ 22.13	12.38
Equipment Operator A: John Henry Rock Drill, D6 (or equivalent) and above, Trackhoe Digger, & Cranes (greater than 25 tons and less than 45 tons).....	\$ 26.39	12.38
Equipment Operator B: Cranes (6-25 tons), Backhoes, Road Tractor, Dozer up to D5, Pressure Digger-Wheeled or Tracked, & all Tension Wire Stringing Equipment.....	\$ 23.09	12.38
Equipment Operator C: Trencher, Vibratory Compactor, Ground Rod Driver, Boom Truck (6 ton or below), & Skid Steer Loaders.....	\$ 18.17	12.38
Groundman/Truck Driver.....	\$ 14.09	12.38
Line Truck w/Auger.....	\$ 20.30	12.38

Lineman & Technician.....\$ 29.68 12.38

All operators of 45 ton cranes or larger shall be paid the journeyman lineman's rate of pay.

ELEC0466-001 06/01/2009

BRAXTON, CALHOUN, GILMER, KANAWHA, PUTNAM, ROANE, and WEBSTER COUNTIES

	Rates	Fringes
CABLE SPLICER.....	\$ 35.06	14.10
ELECTRICIAN.....	\$ 31.87	14.01

ELEC0596-001 06/01/2009

BARBOUR, DODDRIDGE, HARRISON, LEWIS, MARION, MONONGALIA, PENDLETON, PRESTON, RANDOLPH, TAYLOR, TUCKER, AND UPSHUR COS.

	Rates	Fringes
CABLE SPLICER.....	\$ 32.99	18.04
ELECTRICIAN.....	\$ 29.99	17.95

ELEC0596-002 06/01/2009

DODDRIDGE, LEWIS, MARION, AND UPSHUR COUNTIES

	Rates	Fringes
Line Construction:		
Cable Splicers.....	\$ 29.69	17.94
Groundman & Truck Drivers...	\$ 21.59	17.70
Lineman & Equipment Op.....	\$ 26.99	17.86

ELEC0968-002 06/01/2009

JACKSON, PLEASANTS, RITCHIE, TYLER, WIRT, and WOOD COUNTIES

	Rates	Fringes
Line Construction:		
Cable Splicer, Equipment Operator, Groundman, and Lineman.....	\$ 29.41	17.54

ELEC0968-003 06/01/2009

JACKSON, PLEASANTS, RITCHIE, TYLER, WIRT AND WOOD COUNTIES.

	Rates	Fringes
ELECTRICIAN.....	\$ 29.41	17.89

ELEV0006-002 01/01/2010

BROOKE, HANCOCK, MARION, MARSHALL, OHIO AND WETZEL COUNTIES:



	Rates	Fringes
Elevator Constructor.....	\$ 39.88	20.04

Paid Holidays:

New Year's Day; Memorial Day; Independence Day; Labor Day; Verterans Dayl; Thanksgiving day; the Friday after Thanksgiving Day; and Christmas Day.

Footnotes:

a. Employee contributes 8% of basic hourly rate for 5 years or more of service or 6% of basic hourly rate for 6 months to 5 years of service as vacation pay credit.

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 ELEV0048-001 01/01/2010

BRAXTON, CABELL, CALHOUN, DODDRIDGE, GILMER, HARRISON, JACKSON, KANAWHA, LEWIS, MASON, MINERAL, PLEASANTS, PUTNAM, RITCHIE, ROANE, TYLER, PSHUR, WAYNE, WIRT, and WOOD COUNTIES

	Rates	Fringes
Elevator Constructor.....	\$ 38.53	20.035+a+b

PAID HOLIDAYS:

a. New Year's Day, Memorial Day, Independence Day, Labor Day, Vetern's Day, Thanksgiving Day, the Friday after Thanksgiving, and Christmas Day.

b. Employer contributes 8% of regular hourly rate to vacation pay credit for employee who has worked in business more than 5 years; 6% for less than 5 years' service.

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 ENGI0132-001 12/01/2009

POWER EQUIPMENT OPERATORS:

	Rates	Fringes
Power equipment operators:		
GROUP 1.....	\$ 30.26	16.83
GROUP 2.....	\$ 29.91	16.83
GROUP 3.....	\$ 28.91	16.83
GROUP 4.....	\$ 21.41	16.83

GROUP 1: All friction cranes, derricks, tower cranes and all cranes with 180 ft. or more of boom including mast and jibs or lifting capacity of 100 tons or more and hoists with 30,000 pound line pull or more, cableways.

GROUP 2: Those operating cranes, derricks, tower cranes, boom trucks, shovels, draglines, clamshells, caisson drilling rigs and similar equipment with a lifting capacity of 15 tons and over. Mechanic with tools with 3/4 inch drive and below.

GROUP 3: All tow boats or work boats, backhoes, end loaders, all excavators, gradalls, all other mechanics, side boom cat, all other cranes and concrete mixing plants, core drills, two drum hoist, concrete pump, mechanically operated laser screed, self contained hydraulic air drills, directional drill operator, standard gauge locomotive, rubber tired scraper, power grader dozer, tractor and pan, push cat, asphalt and concrete paving equipment operator, compactor, compactor with blade, material hauler, articulating equipment, material hoist, wellpoint system, forklift, trencher, air tugger "A" frame truck, grease truck operator, all tractors.

GROUP 4: Fireman, deckhand, elevators, ross carrier, air compressor, high compression equipment, load handler, "bobcat" or skid steer loader, greaser tender, two bag and under concrete mixer, assistant engineer on standard gauge locomotives, locomotive cranes, truck and crawler cranes, brakeman on cranes used for moving rail cars (when equipment is moving cars only), rollers, Barber green loader, mechanic tender, welding machines, light plants, generators, conveyors, mechanical heaters and pump operators, masonry hoist and all farm type tractors.

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IRON0301-001 12/01/2009

	Rates	Fringes
Ironworkers:		
BRAXTON, RANDOLPH, &		
WEBSTER COUNTIES.....	\$ 29.16	16.54
KANAWHA & PUTNAM COUNTIES...	\$ 27.48	16.54

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IRON0549-001 12/01/2009

BARBOUR (north west third of county to include the Twps. of Philippi); BROOKE; HANCOCK; HARRISON; MARION; MARSHALL; MONONGALIA; OHIO; TAYLOR; TYLER AND WETZEL COUNTIES

	Rates	Fringes
IRONWORKER.....	\$ 29.75	15.69

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IRON0568-003 05/01/2009

BARBOUR (Remainder of County), GRANT, MORGAN, PENDLETON, PRESTON, RANDOLPH (Remainder of County) AND TUCKER COUNTIES

	Rates	Fringes
IRONWORKER.....	\$ 26.08	12.88

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IRON0568-007 05/01/2009

HAMPSHIRE, HARDY AND MINERAL COUNTIES

	Rates	Fringes
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IRONWORKER.....\$ 24.57 12.88

IRON0769-005 06/01/2009

CABELL AND WAYNE COUNTIES

	Rates	Fringes
Ironworkers:		
ZONE 1:		
0-10 miles from Union Hall.	\$ 28.38	17.37
ZONE 2:		
10-50 miles from Union Hall.....	\$ 28.78	17.37
ZONE 3:		
50 miles & over from Union Hall.....	\$ 30.38	17.37

IRON0787-004 06/01/2009

CALHOUN, DODDRIDGE, GILMER, JACKSON, LEWIS, MASON, PLEASANTS, RITCHIE, ROANE, UPSHUR, WIRT AND WOOD COUNTIES

	Rates	Fringes
Ironworkers:.....	\$ 28.11	16.65

LAB00379-003 12/01/2009

HAMPSHIRE, MARION, MINERAL, MONONGALIA, MORGAN, PRESTON, and TAYLOR COUNTIES

	Rates	Fringes
Laborers:		
Group 1.....	\$ 19.93	10.40
Group 2.....	\$ 20.29	10.40
Group 3.....	\$ 20.72	10.40

LABORER CLASSIFICATIONS

GROUP 1: Laborer, Carpenter Tender, Water boy, Fire watch, Demolition worker, Landscape laborer.

GROUP 2: Powderman tender, Semi-skilled laborer, Scaffold builders, Chainmen and Rodmen, Grade Checker, Signal man, Brick mason tenders, Plasterer tenders, Cement finishers tenders, Stone mason tenders, Lathers tenders, Tile setters tenders, Mortar mixers, Jackhammer operators, Vibrator operators, Tamper operators, Pavement Buster Operator, Chipping and peening hammer operators, Air siphon and air pump operators, Riprap finishers, Concrete saw operators, Concrete technicians, Power saw operators, Chain saw operators, Motorized buggy operators, Pipe layers tenders, Drill operators tenders, Sheeters and Shorers, Post hole digger operators, Asphalt rakers, Lance and/or water blaster operators, Blacksmith tenders, Workmen working with

asbestos, Batch house scale operators, Workmen working with acid mortar and acid brick, Workmen working in acid with cresote and mastic asphalt, Nozzlemen for gunnite or sandblasting, Tool room attendants, Ride or walk roller tampers, Asbestos abatement laborer, and Lead-based paint remover.

GROUP 3: Powderman, Air track operator, Pipe layer (including laser beam set-up), Burner and Blacksmith.

LABO0543-001 06/01/2009

CABELL, MASON AND WAYNE COUNTIES

	Rates	Fringes
Laborers:		
GROUP 1:.....	\$ 23.66	11.15
GROUP 2:.....	\$ 24.15	11.15
GROUP 3:.....	\$ 24.46	11.15

LABORER CLASSIFICATIONS

GROUP 1: Laborer, Carpenter tender, Flagmen, Water boy, Fire watch, Demolition worker, and Landscape laborer.

GROUP 2: Powderman tender, Semi-skilled laborer, Scaffold builders, Signal man, Brick mason tenders, Plasterer tenders, Cement finishers tenders, Stone mason tenders, Lathers tenders, Tile setters tenders, Mortar mixers, Jackhammer operators, Vibrator operators, Tamper Operators, Chipping and peening hammer operators, Air siphon and air pump operators, Riprap finishers, Concrete saw operators, Concrete technicians, Power saw operators, Chain saw operators, Motorized buggy operators, Pipe layers tenders, Drill operators tenders Sheeters and shorers, Post hole digger operators, Asphalt rakers, Lance and/or water blaster operators, Blacksmith tenders, Workmen working with asbestos, Batch house scale operators, Workmen working with acid mortar and acid brick, Workmen working in acid with cresote and mastic asphalt, Nozzlemen for gunnite or sandblasting, Tool room attendants, Ride or walk roller tampers, Toxic & Hazardous waste removal laborer, Asbestos abatement laborer, Lead-based paint remover, and Grade checker.

GROUP 3: Blacksmith, Powderman, Air track operator, Pipe layer (including laser beam set-up), and Burner.

LABO0809-002 07/01/2009

BROOKE AND HANCOCK COUNTIES

	Rates	Fringes
LABORER.....	\$ 21.82	8.45

Asbestos Work; Hazardous Waste Work; Instrument & Laser; and Lead Based Paint Removal - Additional \$.50 per hour

Hot Pay - Additional \$1.00 per hour when working with other  
crafts receiving hot pay

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LABO0984-001 12/01/2009

BARBOUR BRAXTON, DODRIDGE, GILMER, GRANT, HARDY, HARRISON,  
LEWIS, PENDLETON, RANDOLPH, TUCKER, UPSHUR, and WEBSTER COUNTIES

	Rates	Fringes
LABORER		
Group 1.....	\$ 19.93	10.40
Group 2.....	\$ 20.29	10.40
Group 3.....	\$ 20.72	10.40

LABORER CLASSIFICATIONS

GROUP 1: Laborer, Carpenter Tender, Water boy, Fire watch,  
Demolition worker, Landscape laborer.

GROUP 2: Powderman tender, Semi-skilled laborer, Scaffold  
builders, Chainmen and Rodmen, Grade Checker, Signal man,  
Brick mason tenders, Plasterer tenders, Cement finishers  
tenders, Stone mason tenders, Lathers tenders, Tile setters  
tenders, Mortar mixers, Jackhammer operators, Vibrator  
operators, Tamper operators, Pavement Buster Operator,  
Chipping and peening hammer operators, Air siphon and air  
pump operators, Riprap finishers, Concrete saw operators,  
Concrete technicians, Power saw operators, Chain saw  
operators, Motorized buggy operators, Pipe layers tenders,  
Drill operators tenders, Sheeters and Shorers, Post hole  
digger operators, Asphalt rakers, Lance and/or water  
blaster operators, Blacksmith tenders, Workmen working with  
asbestos, Batch house scale operators, Workmen working with  
acid mortar and acid brick, Workmen working in acid with  
cresote and mastic asphalt, Nozzlemen for gunnite or  
sandblasting, Tool room attendants, Ride or walk roller  
tampers, Asbestos abatement laborer, and Lead-based paint  
remover.

GROUP 3: Powderman, Air track operator, Pipe layer  
(including laser beam set-up), Burner and Blacksmith.

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LABO1085-001 12/01/2009

CALHOUN, JACKSON, PLEASANTS RITCHIE, TYLER, WIRT, and WOOD  
COUNTIES

	Rates	Fringes
Laborers:		
GROUP 1.....	\$ 21.10	11.75
GROUP 2.....	\$ 21.40	11.75
GROUP 3.....	\$ 21.75	11.75

LABORER CLASSIFICATIONS

GROUP 1: Laborer, Carpenter Tender, Flagmen, Water Boy,

Fire watch, Demolition worker, and Landscape laborer.

GROUP 2: Powderman tender, Semi-skilled laborer, Scoffold builders, Chainmen and Rodmen, Grade Checker, Signal man, Brick mason tenders, Plasterer tenders, Cement finishers tenders, Stone mason tenders, Lathers tenders, Tile setters tenders, Mortar mixers, Jackhammer operators, Vibrator operators, Tamper operators, Chipping and peening, Hammer operators, Air siphon and air pump operators, Riprap finishers, Concrete saw operators, Concrete technicians, Power saw operators, Chain saw operators, Moterized Buggy operators, Pipe layers tenders, Drill operators tenders, Sheeters and shorers, Post hole digger operators, Asphalt rakers, Lance and/or water blaster operators, Blacksmith tenders, Workmen working with asbestos, Batch house scale operators, Workmen working with acid mortar and acid brick, Workmen working in acid with cresote and mastic asphalt, Nozzlemen for gunnite or sandblasting, Tool room attendants, Ride or walk roller tampers, Asbestos abatement laborer, and Lead-based paint remover.

GROUP 3: Blacksmith, Powderman, Air track operator, Pipe layer (including laser beam set-up), and Burner.

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LABO1149-001 12/01/2009

MARSHALL, OHIO, and WETZEL COUNTIES

	Rates	Fringes
Laborers:		
GROUP 1.....	\$ 20.32	11.15
GROUP 2.....	\$ 20.32	11.15
GROUP 3.....	\$ 20.82	11.15

LABORER CLASSIFICATIONS

GROUP 1: Laborers, Carpenter tender, Flagmen, Water boy, Demolition worker, Tool room attendants, Fire watch, Watchmen, and Landscape laborer.

GROUP 2: Powderman on concrete pump hose, Powderman tender, Semi-skilled laborer, Scaffold builders, Chainmen & Rodmen, Grade checker, Signal man, Brick masons tenders, Plasterers tenders, Cement masons tenders, Stone masons tenders, Lathers tenders, Tile setters tenders, Mortar mixers, Jackhammer operators, Vibrater operators, Tamper Operator, Pavement buster operators, Chipping and peening hammer operators, Air siphon and air pump operators, Riprap finishers, Concrete saw operators, Concrete technicians, Power saw operators, Chain saw operators, Motorized buggy operators, Pipe layers tenders, Drill operators tenders, Sheeters and shorers, Post hole diggers operators, Asphalt rakers, Lance and/or water blaster operators, Blacksmith tenders, Batch house scale operators, Workmen working with acid mortar, Mastic asphalt and acid brick, Workmen working in acid and with cresote, Nozzlemen for gunnite or sandblasting, Ride or walk roller tampers, Deep ditch and manholes vertical 6 ft. or more, and Scaffolding work over 50 ft. (inside or out).

GROUP 3: Blacksmith, Powderman, Air track operator, Pipe layer (including laser beam set-up), Burner, and Lead Based Paint Removal Laborer.

LABO1353-001 12/01/2009

KANAWHA, PUTNAM, and ROANE COUNTIES

	Rates	Fringes
Laborers:		
GROUP 1.....	\$ 22.14	11.15
GROUP 2.....	\$ 22.76	11.15
GROUP 3.....	\$ 23.60	11.15

GROUP 1: Laborer; Carpenter Tender; Water Boy; Demolition Worker; Fire Watch; Landscape Laborer; and Flagmen.

GROUP 2: Powderman Tender; Semi-Skilled Laborer; Scaffold Builder; Chain and Rodmen; Grade Checker; Signal Man; Brick Masons Tenders; Plasterer Tenders; Cement Finisher Tenders; Stone Masons Tenders; Lathers Tenders; Tile Setters Tenders; Mortar Mixers; Jackhammer Operators; Vibrator Operators; Tamper Operators; Pavement Buster Operators; Chipping & Peening Hammer Operators; Air Siphon & Air Pump Operators; Riprap Finishers; Concrete Saw Operators; Concrete Technician; Power Saw Operators; Chain Saw; Motorized Buggy; Pipelayers Tenders; Drill Operator Tenders; Sheeters & Shorers; Post Hole Digger Operator; Asphalt Rakers; Lance and/or Water Blaster Operators; Blacksmith Tenders; Workmen working with Acid Mortar; Acid Brick; Acid or Mastic Asphalt; Workmen working with Creosote; Nozzlemen for Gunnite or Sandblasting; Tool Room Attendants; Ride or Walk Roller Tampers, Toxic and Hazardous Waste Removal Laborer, and Lead-Base Paint Removal Laborer.

GROUP 3: Blacksmith; Powdermen; Air Track Operator; Pipe Layer (including Laser Beam Set-Up); and Burner.

MARB0005-001 06/01/2005

CABELL, MASON (THAT PORTION SOUTH OF THE KANAWHA RIVER), AND WAYNE COUNTIES

	Rates	Fringes
Marble, terrazzo and tile finisher.....	\$ 20.38	12.75

PAIN0091-001 12/01/2008

BROOKE (SOUTH OF BUFFALO CREEK), MARSHALL, OHIO AND WETZEL COS.

	Rates	Fringes
Painters:		
Brush, Roller, Paper		

hanger, Sand/Spray,  
 Waterblast and Perfataping  
 (Including Automatic  
 Perfataping Tools).....\$ 22.55                    10.00

PAIN0091-010 12/01/2009

Brooke, Marshall, Ohio, and Wetzel Counties

	Rates	Fringes
GLAZIER.....	\$ 25.09	10.53

PAIN0091-011 12/01/2008

Hancock County

	Rates	Fringes
GLAZIER.....	\$ 24.60	9.00

PAIN0438-003 12/01/2008

BROOKE (NORTH OF BUFFALO CREEK), HANCOCK COUNTIES

	Rates	Fringes
Painters: (Painters, Drywall Finishers & Paper Hangers, and Perfataping (Automatic Taping Tools, Bazooka & Banjo)).....	\$ 22.55	10.00

PAIN0804-001 12/01/2008

BARBOUR, DODDRIDGE, GILMER, GRANT, HAMPSHIRE, HARDY, HARRISON,  
 LEWIS, MARION, MINERAL, MORGAN, MONONGALIA, PENDLETON, PRESTON,  
 RANDOLPH, TAYLOR, TUCKER, UPSHUR AND WEBSTER COS.

	Rates	Fringes
PAINTEER (Bridges, Locks, Dams, High Tension Towers, Energized Substations).....	\$ 27.83	10.00
PAINTEER (Commercial).....	\$ 22.68	10.00
PAINTEER (Industrial and Power Generating Facilities).....	\$ 24.83	10.00

PAIN0813-001 12/01/2008

CABELL, MASON AND WAYNE COUNTIES

	Rates	Fringes
Painters: Brush and Roller, Drywall Finishing and Texturing, Machine Toolstand and Stilts, Spray and		



Sandblast, and Wall  
 Covering and Vinyl.....\$ 22.68 10.00

PAIN0970-001 12/01/2008

BRAXTON, CALHOUN, KANAWHA AND PUTNAM COUNTIES

	Rates	Fringes
Painters: (Brush Painting, A/Compressor Op., Roller Painting, DryWall Pointers & Tapers, Dipping & Mitten Work, Sprayer Machine Op., Taping Machines, Mud Mixer, Pole Sander, Tape and Spackling Teams, All Synthetic Interior & Exterior Work, Sandblaster, Water Blaster, Steam Jenny Nozzle Op., Swinging Scaffold and Boat Swing Chair, Window Jack Work, Vinyl & Paper Hangers:) All new commercial projects; Commercial repaint or renovation projects where the total construction cost on the project (all trades combined) exceeds \$500,000 in construction cost; all work on waste and water treatment facilities.....\$ 22.68	22.68	10.00
Work at manufacturing plants and power plants.....\$ 24.83	24.83	10.00

\* PAIN1144-002 12/01/2009

JACKSON, PLEASANTS, RITCHIE, ROANE, TYLER, WIRT, and WOOD  
 COUNTIES

	Rates	Fringes
Painters: (Drywall Finishers, Wall Covers, Dryvit & Stucco)....\$ 22.84	22.84	11.88

PAIN1195-001 12/01/2009

BARBOUR, BRAXTON, CABELL, CALHOUN, DODDRIDGE, GILMER, GRANT,  
 HAMPSHIRE, HARDY, HARRISON, KANAWHA, LEWIS, MARION, MASON,  
 MINERAL, MONOGALIA, MORGAN, PENDELTON, PRESTON, PUTNAM,  
 RANDOLPH, ROANE, TAYLOR, TUCKER WAYNE, WEBSTER AND UPSHUR  
 COUNTIES.

	Rates	Fringes
GLAZIER.....\$ 28.50	28.50	5.70

PAIN1195-007 12/01/2009

JACKSON, PLEASANTS, RITICHIE, TYLER, WIRT, and WOOD Counties

	Rates	Fringes
GLAZIER.....	\$ 25.99	8.20

PLAS0039-003 07/01/2008

BROOKE, CALHOUN, GRANT, HAMPSHIRE, HANCOCK, HARDY, JACKSON, MARSHALL, MINERAL, MORGAN, OHIO, PENDLETON, PLEASANTS, RANDOLPH, RITCHIE, TAYLOR, WETZEL, WIRT & WOOD COUNTIES

	Rates	Fringes
CEMENT MASON/CONCRETE FINISHER... Mechanical Equipment (Floating, Grinding, Bushhammering or finishing).....	\$ 23.88  \$ 24.48	10.20  10.20

PLAS0039-004 07/01/2008

BROOKE, CALHOUN, GILMER, GRANT, HAMPSHIRE, HANCOCK, HARDY, JACKSON, MARSHALL, MINERAL, MORGAN, OHIO, PENDLETON, PLEASANTS, RANDOLPH, RITCHIE, TYLER, WETZEL, WIRT & WOOD COUNTIES

	Rates	Fringes
PLASTERER.....	\$ 23.88	10.20

PLAS0887-001 12/01/2009

BRAXTON, CABELL, KANAWHA, MASON, PUTNAM, ROANE, WAYNE, and WEBSTER COUNTIES

	Rates	Fringes
Cement Masons: Braxton, Kanawha, Putnam, Roane, & Webster Counties... Cabell & Wayne Counties..... Mason County.....	\$ 27.51 \$ 27.99 \$ 25.91	12.00 14.38 10.26

PLAS0887-003 12/01/2009

BRAXTON, CABELL, KANAWHA, MASON, PUTNAM, ROANE, WAYNE, and WEBSTER COUNTIES

	Rates	Fringes
PLASTERER Braxton, Kanawha, Putnam, Roane, & Webster Counties... Cabell & Wayne Counties..... Mason County.....	\$ 29.36 \$ 28.90 \$ 25.91	11.22 11.44 10.26

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 PLUM0083-002 07/01/2009

BROOKE COUNTY (North to Route #27 due east to the State Line,  
 Excluding the City limits of Wellsburg), MARSHALL, OHIO AND  
 WETZEL COUNTIES

	Rates	Fringes
Plumber and Steamfitter.....	\$ 30.51	16.28

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 PLUM0152-001 11/01/2009

HARRISON, LEWIS, MARION, MONONGALIA, TAYLOR, and UPSHUR COUNTIES

	Rates	Fringes
Plumbers and Pipefitters Work at power plants, chemical plants, glass plants and manufacturing facilities.....	\$ 35.86	19.30
All other work.....	\$ 31.38	19.30

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 PLUM0152-002 11/01/2009

BARBOUR, DODDRIDGE, and PRESTON COUNTIES

	Rates	Fringes
Plumbers and Pipefitters Work at power plants, chemical plants, glass plants and manufacturing facilities.....	\$ 36.16	19.30
All other work.....	\$ 31.69	19.30

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 PLUM0152-003 11/01/2009

BRAXTON, GILMER, RANDOLPH, and TUCKER COUNTIES

	Rates	Fringes
Plumbers and Pipefitters Work at power plants, chemical plants, glass plants and manufacturing facilities.....	\$ 36.47	19.30
All other work.....	\$ 31.99	19.30

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 PLUM0152-004 11/01/2009

GRANT, HAMPSHIRE, HARDY, MINERAL, and PENDLETON COUNTIES

	Rates	Fringes
Plumbers and Pipefitters Work at power plants, chemical plants, glass		

plants and manufacturing facilities.....	\$ 36.77	19.30
All other work.....	\$ 32.30	19.30

PLUM0490-001 06/01/1998

BROOKE (North of Buffalo Creek), AND HANCOCK COUNTIES

	Rates	Fringes
Plumbers and Pipefitters.....	\$ 26.15	12.25

PLUM0521-002 06/01/2009

CABELL, MASON AND WAYNE COUNTIES

	Rates	Fringes
Plumbers and Pipefitters.....	\$ 29.75	14.97

PLUM0565-001 07/01/2009

CALHOUN, JACKSON, PLEASANTS, RITCHIE, TYLER, WIRT AND WOOD COS.

	Rates	Fringes
Plumbers and Pipefitters.....	\$ 30.98	17.08

PLUM0625-001 12/01/2009

KANAWHA, PUTNAM, ROANE, and WEBSTER COUNTIES

	Rates	Fringes
Plumber, Pipefitter, Steamfitter		
Work at plants that are in the process of manufacturing a product.....	\$ 32.19	15.38
All other work.....	\$ 30.39	15.38

ROOF0034-002 05/01/2007

GRANT, HAMPSHIRE, HARDY, MINERAL, and MORGAN COUNTIES

	Rates	Fringes
Roofers:		
Composition Mopmen.....	\$ 19.60	7.75
Pitch Tear off or on.....	\$ 19.85	7.75
Roofers.....	\$ 19.35	7.75
Slaters.....	\$ 19.50	7.75

ROOF0185-004 06/01/2008

CABELL, KANAWHA, MASON, PUTNAM AND WAYNE COS.

	Rates	Fringes
Roofers:.....	\$ 26.00	9.76

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 ROOF0188-002 07/01/2009

BROOKE, HANCOCK, MARSHALL AND OHIO COUNTIES

	Rates	Fringes
Roofers:		
Coal Tar Pitch & Waterproofing.....	\$ 25.42	10.35
Roofer.....	\$ 25.17	10.35

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 ROOF0242-002 06/01/2009

BARBOUR, BRAXTON, CALHOUN, DODDRIDGE, GILMER, HARRISON, JACKSON, LEWIS, MARION, MONONGALIA, PENDLETON, PLEASANTS, PRESTON, RANDOLPH, RITCHIE, ROANE, TAYLOR, TUCKER, TYLER, UPSHUR, WETZEL, WIRT AND WOOD COUNTIES

	Rates	Fringes
ROOFER, Including Built Up, Composition and Single Ply Roofs.....	\$ 23.81	9.81

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 SFWV0669-001 01/01/2010

BRAXTON, BROOKE, CABELL, CALHOUN, DODDRIDGE, GILMER, HANCOCK, HARRISON, JACKSON, KANAWHA, LEWIS, MARION, MARSHALL, MASON, MINERAL, OHIO, PLEASANTS, PUTNAM, RITCHIE, ROANE, TYLER, UPSHUR, WAYNE, WETZEL, WIRT AND WOOD COUNTIES

	Rates	Fringes
SPRINKLER FITTER.....	\$ 30.10	17.10

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 SHEE0024-010 01/01/2010

CABELL and WAYNE COUNTIES

	Rates	Fringes
Sheet metal worker.....	\$ 25.50	17.60

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 SHEE0033-015 12/01/2009

KANAWHA, MASON, and PUTNAM COUNTIES

	Rates	Fringes
Sheet Metal Worker.....	\$ 26.01	17.24

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 SHEE0033-017 07/01/2009

BROOKE, HANCOCK, MARSHALL AND OHIO COUNTIES

	Rates	Fringes
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Sheet Metal Worker.....\$ 26.61 16.22

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SHEE0033-020 06/01/2009

BRAXTON, CALHOUN, DODDRIDGE, GILMER, HARRISON, JACKSON, LEWIS,  
MONONGALIA, MARION, PLEASANTS, RITCHIE, ROANE, TYLER, UPSHUR,  
WETZEL, WIRT AND WOOD COUNTIES

	Rates	Fringes
Sheet metal worker.....	\$ 27.05	17.37

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SHEE0100-008 11/01/2009

MINERAL COUNTY

	Rates	Fringes
Sheet Metal Worker		
0-40 miles from City Hall, Cumberland, Maryland.....	\$ 23.25	15.19
41-65 miles from City Hall, Cumberland, Maryland..	\$ 25.00	15.19
66+ miles from City Hall, Cumberland, Maryland.....	\$ 25.50	15.19

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TEAM0092-005 07/01/2008

BROOKE & HANCOCK COUNTIES

	Rates	Fringes
Truck drivers:		
GROUP 1.....	\$ 21.39	9.87
GROUP 2.....	\$ 21.43	9.87
GROUP 3.....	\$ 21.47	9.87
GROUP 4.....	\$ 22.17	9.87
GROUP 5.....	\$ 22.29	9.87

#### CLASSIFICATIONS

GROUP 1 - End Dump; Dumpster; Turnarocker; Ross Carrier;  
Athry Wagon; Greaser; Tiremen; Articulated Dump

GROUP 2 - Flatboy Material Tuck, Dump & and Semi-Dump  
Truck; Semi Trailer & Tractor Trailer

GROUP 3 - Tank Trucks (straight & semi)

GROUP 4 - Mechanic

GROUP 5 - Lowboy Trailer; Winch Truck; A-Frame; Forktruck;  
Distributor Truck (front & back end) & Truck Crane

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TEAM0175-002 06/01/2008

CALHOUN, GILMER, JACKSON, KANAWHA, PLEASANTS, RITCHIE, ROANE,  
TYLER, WIRT AND WOOD COUNTIES

	Rates	Fringes
Truck drivers:		
GROUP 1.....	\$ 22.07	a
GROUP 2.....	\$ 22.17	a
GROUP 3.....	\$ 22.32	a
GROUP 4.....	\$ 22.47	a
GROUP 5.....	\$ 22.72	a
GROUP 6.....	\$ 22.82	a
GROUP 7.....	\$ 22.97	a

FOOTNOTE: a. \$1,924.31 per month

TRUCK DRIVER CLASSIFICATIONS

GROUP 1 - Pick-Up; Panel; John Deere Gators or Similar Equipment

GROUP 2 - Flat Body Material (Straight Jobs); Dump (Up to 5 cu. yds.); Greaser; Tank (Straight)

GROUP 3 - Dump (5 cu. yds. & over); Semi-Dump; Semi-Trailer (whether Flat, Rack or Pole and hauled or pushed by truck or tractor); Agitator or Mixed (Up to 5 cu. yds.); Tank (Semi); & Monorail

GROUP 4 - Low Boy Trailer; Winch; Fork; Distributor (Front & Back End); Truck Crane; Agitator or Mixer (5 cu. yds. & over); Hydraulic Tail Gate; & Farm Type Tractor

GROUP 5 - Euclid; Dumpster; Turnarocker; Ross Carrier; Athey Wagon or Similar Equipment; A-Frame; Hydrolift; & Dual Purpose

GROUP 6 - Mechanic

GROUP 7 - Master Mechanic (3 or more mechanics employed)

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TEAM0505-003 06/01/2009

CABELL, MASON AND WAYNE COUNTIES

	Rates	Fringes
Truck drivers:		
GROUP 1.....	\$ 29.57	12.84+A
GROUP 2.....	\$ 30.10	12.84+A
GROUP 3.....	\$ 30.27	12.84+A
GROUP 4.....	\$ 30.75	12.84+A
GROUP 5.....	\$ 31.17	12.84+A
GROUP 6.....	\$ 31.39	12.84+A

TRUCK DRIVER CLASSIFICATIONS

GROUP 1 - Pickup; Station Wagon; Panel; Flatbody Material Truck (Straight job); & Dump (Up to 5 cu. yds.)

GROUP 2 - Tank (Straight); Dump (5 cu. yds. & over); Agitator or Mixer (Up to 5 cu. yds.); & Flat Bed Tandem

GROUP 3 - Agitator or Mixer (5 cu. yds. & Over)

GROUP 4 - Mechanic; Tri-Axle Dump; Hydraulic Lift Tailgate; Truck & Farm-type Tractor; End Dumpster; Turnarocker; Ross Carrier; Athey Wagon; Semi-dump; Semi-trailer; Semi-tank; & Lowboy Trailer

GROUP 5 - Master Mechanic

GROUP 6 - Winch; Fork; Distributor (Front End and Back End); Truck Crane; & Monorail

A. Paid Holidays - New Years Day, Memorial Day, July 4th, Labor Day, Thanksgiving, Day After Thanksgiving & Christmas Day

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TEAM0697-002 07/01/2009

MARSHALL, OHIO AND WETZEL COUNTIES

	Rates	Fringes
TRUCK DRIVER		
GROUP 1 - Pickup.....	\$ 21.64	13.25
GROUP 2 - Greaser.....	\$ 21.65	13.25
GROUP 3 - Flatbed		
Material; Dump & Semi-Dump..	\$ 21.69	13.25
GROUP 4 - Tank (straight & semi).....	\$ 21.72	13.25
GROUP 5 - Semi-Tractor Trailer.....	\$ 21.74	13.25
GROUP 6 - Pole-Trailer.....	\$ 21.84	13.25
GROUP 7 - Agitator & Mixer (Up to 5 cu. yds.)....	\$ 21.92	13.25
GROUP 8 - Euclid; Dumpster; Turnarocker; Ross Carrier; & Athey Wagon.	\$ 21.97	13.25
GROUP 9 - Agitator & Mixer (Over 5 cu. yds.).....	\$ 22.00	13.25
GROUP 10 - Lowboy Trailer; Winch; Fork & Distributor (Front & Back End); & Truck Crane.....	\$ 22.27	13.25
GROUP 11 - A-Frame.....	\$ 22.34	13.25
Group 12 - Mechanic.....	\$ 22.37	13.25

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

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

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In the listing above, the "SU" designation means that rates



listed under the identifier do not reflect collectively bargained wage and fringe benefit rates. Other designations indicate unions whose rates have been determined to be prevailing.

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WAGE DETERMINATION APPEALS PROCESS

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

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

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

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

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

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

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

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

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

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

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

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END OF GENERAL DECISION

# STATEMENT AND ACKNOWLEDGMENT

OMB No.: 9000-0014 54  
Expires: 5/31/2011

Public reporting burden for this collection of information is estimated to average 30 minutes per response, including the time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. Send comments regarding this burden estimate or any other aspect of this collection of information, including suggestions for reducing this burden, to the FAR Secretariat, (VIR), Regulatory and Federal Assistance Division, GSA, Washington, DC 20405; and to the Office of Management and Budget, Paperwork Reduction Project (9000-0014), Washington, DC 20503.

## PART I - STATEMENT OF PRIME CONTRACTOR

1. PRIME CONTRACT NO.	2. DATE SUBCONTRACT AWARDED	3. SUBCONTRACT NUMBER			
4. PRIME CONTRACTOR			5. SUBCONTRACTOR		
a. NAME			a. NAME		
b. STREET ADDRESS			b. STREET ADDRESS		
c. CITY	d. STATE	e. ZIP CODE	c. CITY	d. STATE	e. ZIP CODE
6. The prime contract <input type="checkbox"/> does, <input type="checkbox"/> does not contain the clause entitled "Contract Work Hours and Safety Standards Act -- Overtime Compensation."					
7. The prime contractor states that under the contract shown in Item 1, a subcontract was awarded on the date shown in Item 2 to the subcontractor identified in item 5 by the following firm:					
a. NAME OF AWARDFIRM					
b. DESCRIPTION OF WORK BY SUBCONTRACTOR					

8. PROJECT	9. LOCATION	
10a. NAME OF PERSON SIGNING	11. BY (Signature)	12. DATE SIGNED
10b. TITLE OF PERSON SIGNING		

## PART II - ACKNOWLEDGMENT OF SUBCONTRACTOR

13. The subcontractor acknowledges that the following clauses of the contract shown in Item 1 are included in this subcontract:

- |  |  |
|--|--|
| <ul style="list-style-type: none"> <li>Contract Work Hours and Safety Standards Act - Overtime Compensation - (If included in prime contract see Block 6)</li> <li>Payrolls and Basic Records</li> <li>Withholding of Funds</li> <li>Disputes Concerning Labor Standards</li> <li>Compliance with Davis-Bacon and Related Act Regulations</li> </ul> | <ul style="list-style-type: none"> <li>Davis-Bacon Act</li> <li>Apprentices and Trainees</li> <li>Compliance with Copeland Act Requirements</li> <li>Subcontracts (Labor Standards)</li> <li>Contract Termination - Debarment</li> <li>Certification of Eligibility</li> </ul> |
|--|--|

14. NAME(S) OF ANY INTERMEDIATE SUBCONTRACTORS, IF ANY

A	C	
B	D	
15a. NAME OF PERSON SIGNING	16. BY (Signature)	17. DATE SIGNED
15b. TITLE OF PERSON SIGNING		



**U.S. Department of Labor**  
Wage and Hour Division

**PAYROLL**  
(For Contractor's Optional Use; See Instructions at [www.dol.gov/wnd/forms/wh347instr.htm](http://www.dol.gov/wnd/forms/wh347instr.htm))

*Persons are not required to respond to the collection of information unless it displays a currently valid OMB control number.*

Rev. Dec. 2008

ADDRESS

NAME OF CONTRACTOR  OR SUBCONTRACTOR

OMB No.: 1215-0149  
Expires: 12/31/2011

PROJECT OR CONTRACT NO.

PROJECT AND LOCATION

FOR WEEK ENDING

(1) NAME AND INDIVIDUAL IDENTIFYING NUMBER (e.g., LAST FOUR DIGITS OF SOCIAL SECURITY NUMBER) OF WORKER	(2) STATUS OF EMPLOYMENT (S=EMPLOYEE O=OTHER)	(3) WORK CLASSIFICATION	(4) DAY AND DATE							(5) TOTAL HOURS	(6) RATE OF PAY	(7) GROSS AMOUNT EARNED	(8) DEDUCTIONS				(9) NET WAGES PAID FOR WEEK
														FICA	WITH- HOLDING TAX	OTHER	

While completion of Form WH-347 is optional, it is mandatory for covered contractors and subcontractors performing work on Federally financed or assisted construction contracts to respond to the information collection contained in 29 C.F.R. §§ 3.3, 5.5(a). The Copeland Act (40 U.S.C. § 3145) contractors and subcontractors performing work on Federally financed or assisted construction contracts to "furnish weekly a statement with respect to the wages paid each employee during the preceding week." U.S. Department of Labor (DOL) regulations at 29 C.F.R. § 5.6(a)(3)(ii) require contractors to submit weekly a copy of all payrolls to the Federal agency contracting for or financing the construction project, accompanied by a signed "Statement of Compliance" indicating that the payrolls are correct and complete and that each laborer or mechanic has been paid not less than the proper Davis-Bacon prevailing wage rate for the work performed, DOL and federal contracting agencies receiving this information review the information to determine that employees have received legally required wages and fringe benefits.

Public Burden Statement

We estimate that it will take an average of 55 minutes to complete this collection, including time for reviewing instructions, gathering and maintaining the data needed, and completing and reviewing the collection of information. If you have any comments regarding these estimates or any other aspect of this collection, including suggestions for reducing this burden, send them to the Administrator, Wage and Hour Division, U.S. Department of Labor, Room S3302, 200 Constitution Avenue, N.W., Washington, D.C. 20210

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Date \_\_\_\_\_

I, \_\_\_\_\_ (Name of Signatory Party) \_\_\_\_\_ (Title)

do hereby state:

(1) That I pay or supervise the payment of the persons employed by \_\_\_\_\_ (Contractor or Subcontractor) \_\_\_\_\_ on the \_\_\_\_\_ (Building or Work) \_\_\_\_\_; that during the payroll period commencing on the \_\_\_\_\_

\_\_\_\_\_ day of \_\_\_\_\_, and ending the \_\_\_\_\_ day of \_\_\_\_\_, all persons employed on said project have been paid the full weekly wages earned, that no rebates have been or will be made either directly or indirectly to or on behalf of said \_\_\_\_\_

\_\_\_\_\_ (Contractor or Subcontractor) \_\_\_\_\_ from the full \_\_\_\_\_

weekly wages earned by any person and that no deductions have been made either directly or indirectly from the full wages earned by any person, other than permissible deductions as defined in Regulations, Part 3 (29 C.F.R. Subtitle A), issued by the Secretary of Labor under the Copeland Act, as amended (48 Stat. 948, 63 Stat. 108, 72 Stat. 967; 40 U.S.C. § 3145), and described below:

(2) That any payrolls otherwise under this contract required to be submitted for the above period are correct and complete; that the wage rates for laborers or mechanics contained therein are not less than the applicable wage rates contained in any wage determination incorporated into the contract; that the classifications set forth therein for each laborer or mechanic conform with the work he performed.

(3) That any apprentices employed in the above period are duly registered in a bona fide apprenticeship program registered with a State apprenticeship agency recognized by the Bureau of Apprenticeship and Training, United States Department of Labor, or if no such recognized agency exists in a State, are registered with the Bureau of Apprenticeship and Training, United States Department of Labor.

(4) That: (a) WHERE FRINGE BENEFITS ARE PAID TO APPROVED PLANS, FUNDS, OR PROGRAMS

-- In addition to the basic hourly wage rates paid to each laborer or mechanic listed in the above referenced payroll, payments of fringe benefits as listed in the contract have been or will be made to appropriate programs for the benefit of such employees, except as noted in section 4(c) below.

(b) WHERE FRINGE BENEFITS ARE PAID IN CASH

-- Each laborer or mechanic listed in the above referenced payroll has been paid, as indicated on the payroll, an amount not less than the sum of the applicable basic hourly wage rate plus the amount of the required fringe benefits as listed in the contract, except as noted in section 4(c) below.

(c) EXCEPTIONS

EXCEPTION (CRAFT)

EXPLANATION

REMARKS:

NAME AND TITLE

SIGNATURE

THE WILLFUL FALSIFICATION OF ANY OF THE ABOVE STATEMENTS MAY SUBJECT THE CONTRACTOR OR SUBCONTRACTOR TO CIVIL OR CRIMINAL PROSECUTION. SEE SECTION 1001 OF TITLE 18 AND SECTION 231 OF TITLE 31 OF THE UNITED STATES CODE.



**Department of Energy**  
Washington, DC 20585

**GUIDANCE ON DOCUMENTING COMPLIANCE WITH THE RECOVERY  
ACT BUY AMERICAN PROVISIONS**

**EFFECTIVE DATE:** May 24, 2010

**SUBJECT: GUIDANCE FOR RECIPIENTS OF RECOVERY ACT FINANCIAL  
ASSISTANCE FROM THE OFFICE OF ENERGY EFFICIENCY AND  
RENEWABLE ENERGY ON DOCUMENTING COMPLIANCE WITH THE  
RECOVERY ACT BUY AMERICAN PROVISIONS.**

**PURPOSE:** To provide information on the roles and responsibilities of different stakeholders in documenting compliance with section 1605 (the Buy American provisions) of the Recovery Act.

**SCOPE:** This guidance applies to State, Local and Tribal Government recipients and sub-recipients (grantees and subgrantees) of Recovery Act financial assistance from the Office of Energy Efficiency and Renewable Energy (EERE).

**LEGAL AUTHORITY:** Section 1605 of the American Recovery and Reinvestment Act of 2009 (Recovery Act; Pub. L. 111-5) sets forth the Buy American provisions for recipients of Recovery Act financial assistance.

**DEFINITIONS: Public building or public work** means a public building of, or 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.

Indian tribes are also considered governmental entities for the purpose of defining "public building or public work" and are therefore subject to the Buy American provisions of the Recovery Act.

**A manufactured good** is defined as a good brought to the construction site for incorporation into the public building or work that has been processed into a specific form and shape or combined with other materials to create a material that has a different property than the individual raw materials.

There is no requirement with regard to the origin of components or subcomponents in manufactured goods used in a project, as long as the manufacturing occurs in the United States.<sup>1</sup>

**GUIDANCE:** Recipients of EERE financial assistance funded by the Recovery Act must comply with the requirement in section 1605 that all of the iron, steel, and manufactured goods used for a project for the construction, alteration, maintenance, or repair of a public building or public work be produced in the United States, unless one of the three listed exceptions applies and EERE issues a waiver, or a recipient can legally avail itself of the United States' obligations under international agreements.

Recipients should retain documentation that supports their compliance with the Buy American provisions. During post-award monitoring activities, which may include desk reviews, on-site reviews, audits, and other activities, recipients may be asked to produce records sufficient to verify compliance with the Recovery Act Buy American provisions.

Such documentation could include: (1) language in contractual documents that obligates sub-recipients and/or contractors to comply with the Buy American provisions; (2) receipts for items produced domestically indicating such; (3) a documented certification from the contractor, vendor, distributor, supplier, or manufacturer verifying that the product was manufactured domestically; (4) detailed and verifiable information supporting the claim that the manufactured good has undergone substantial transformation in the United States; and/or (5) other reasonable documentation per the discretion of the state, local, or tribal government financial assistance recipient demonstrating compliance with the Buy American provisions.

There are no specific requirements imposed by the Recovery Act or the Office of Management and Budget (OMB) guidance in 2 CFR 176 concerning the type of documentation necessary to prove compliance with the Recovery Act Buy American provisions. Therefore, grantees are encouraged to reference their obligations under the Department of Energy's Financial Assistance Rules, 10 CFR Part 600 and their individual financial assistance award provisions.

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<sup>1</sup> See 2 CFR 176.70(a)(2)(ii).

## Department of Energy Financial Assistance Rules

### *State Recipients*

According to the Department of Energy's Financial Assistance Rules found at 10 CFR § 600.220, "Standards for financial management systems," Section (a) and sub-section (a)(2), "A State must expend and account for grant funds in accordance with State laws and procedures for expending and accounting for its own funds. Fiscal control and accounting procedures of the State, as well as is subgrantees and cost-type contractors must be sufficient to -- ... [p]ermit the tracing of funds to a level of expenditures adequate to establish that such funds have not been used in violation of the restrictions and prohibitions of applicable statutes." Additionally, according to 10 C.F.R. § 600.237(a)(1), States shall ensure that every subgrant includes any clauses required by Federal statute and executive orders and their implementing regulations (including the Buy American provisions).

### *Local Government and Tribal Recipients*

The Department of Energy's Financial Assistance Rules found at 10 CFR § 600.220, "Standards for financial management systems," Section (b)(2) *Accounting records*, states that "[g]rantees [other than States] and subgrantees must maintain records which adequately identify the source and application of funds provided for financially-assisted activities..."

For purposes of Buy American documentation, the types of documentation identified in the list above (numbers 1-5) should be sufficient to satisfy the requirements set forth for State, local governments, and tribal recipients in the Financial Assistance Rules. However, States, local governments and tribes are encouraged to consult with their General Counsel's offices, to ensure compliance with the Buy American provisions and 10 CFR § 600.220(a) and (b) more broadly.

## OMB Circular A-133

In addition to the procurement documentation guidance provided above, grantees should also be mindful of the standard Federal assistance audit guidance defined in OMB Circular A-133 for state and local governments.

The DOE Acquisition and Financial Assistance Implementation Guide for the American Recovery and Reinvestment Act of 2009 [p. 3-3, section 3.4(1)] states: "Non-Federal entities (States, local governments, tribes and non-profit organizations) are required by the Single Audit Act Amendments of 1996 (Single Audit) and OMB Circular A-133, to have an annual audit of the federal awards (e.g. grant programs)." This requirement generally applies to Non-Federal entities that expend \$500,000 or more in Federal awards in a fiscal year, and stipulates that they shall have a single or program-specific audit conducted for that year, in accordance with the provisions of OMB Circular A-133. Recipients are encouraged to review OMB Circular A-133, Subpart B, Sections 200



through 235 for the audit requirements for Non-Federal assistance recipients. Additionally, recipients should review the Federal Audit Clearinghouse website for instructions on how to appropriately submit Single Audits.

**Single Audit Information for Recipients of American Recovery and Reinvestment Act Funds (2 CFR 176 Subpart D and OMB A-133 Compliance Supplement: Appendix VII)**

Recovery Act financial assistance recipients subject to OMB Circular A-133 should also closely follow 2 CFR 176.210 (Subpart D) and OMB A-133 Compliance Supplement: Appendix VII, general instructions regarding recipient responsibilities for tracking and documenting sub-recipient expenditures of Recovery Act funds on the Schedule of Expenditures of Federal Awards" (SEFA).

**Sub-awards, Sub-recipients and Vendors**

The Special Terms and Conditions applicable to Recovery Act funded projects require that the financial assistance recipient flow down the Recovery Act special terms and conditions in any subaward or subcontract.

In 2 C.F.R. § 176.30, the OMB defines the term "sub-award" to include a "legal instrument to provide support for the performance of any portion of the substantive project or program for which the recipient received this award and that the recipient awards to an eligible sub-recipient." A sub-recipient means a "non-Federal entity that expends Federal awards received from a pass-through entity to carry out a Federal program, but does not include an individual that is a beneficiary of such a program. A sub-recipient may also be a recipient of other Federal awards directly from a Federal awarding agency." (2 C.F.R. § 176.30)

Subcontract is defined as "a legal instrument used by a recipient for procurement of property and services needed to carry out the project or program."

Note that the definition of a "sub-recipient" in 2 C.F.R. § 176.30 specifically excludes "the recipient's procurement of property and services needed to carry out the project or program." This section refers to OMB Circular A-133 to distinguish between a sub-recipient and a vendor. A vendor is defined in OMB Circular A-133 as "a dealer, distributor, merchant, or other seller providing goods or services that are required for the conduct of a Federal program. These goods or services may be for an organization's own use or for the use of beneficiaries of the Federal program."

Based on the fact that the Special Terms and Conditions flow down to all subawards and sub-contracts, and the fact that a vendor is not a subawardee, sub-recipient, or sub-contractor, the Recovery Act financial assistance recipient and sub-recipients are not required to flow down the Recovery Act's Special Terms and Conditions to vendors. However, financial assistance recipients, sub-recipients and subawardees are ultimately

responsible for complying with the Special Terms and Conditions, and should take whatever measures they deem necessary to ensure that the Buy American requirements of the Recovery Act are adhered to by their respective vendors.

**CONCLUSION:** Please be advised that the Department of Energy cannot answer all questions on a case-by-case basis concerning the appropriate levels of documentation needed to verify compliance with the Recovery Act Buy American provisions. Therefore, financial assistance recipients should consult with their legal counsel in order to ascertain whether they have secured adequate documentation in accordance with the Department of Energy's Financial Assistance Rules found at 10 C.F.R. § 600.220.

To summarize, recipients of EERE Recovery Act financial assistance should take the following steps toward demonstrating compliance with the Buy American provisions:

1. State and local governments and tribes must follow their own procurement policies and procedures, per 10 CFR 600.236, "Procurement", and are expected to maintain maximum oversight over their project and procurement activities with regards to Buy American compliance.
2. Recipients should maintain documentation at a level they feel is appropriate to show compliance with the Recovery Act Buy American provisions.
  - a. A list of recommended documentation is outlined above.
3. In addition, in order to ensure broader compliance with any potential audit, grantees should (1) determine whether a single audit or program audit is applicable (see OMB Circular A-133), and should then initiate the appropriate audit review process.
4. Moreover, grantees subject to OMB Circular A-133 should also maintain ongoing compliance with SEFA requirements (2 CFR 176.210 and OMB A-133 Compliance Supplement).

**Resources for further review:**

**Section 1605 (Buy American provisions) of the American Recovery and Reinvestment Act (Pub. L. 111-5)**

<http://ecfr.gpoaccess.gov/cgi/t/text/text-idx?c=ecfr&sid=63f99139a28cbcd199c115ec9d34faf0&rgn=div5&view=text&node=2:1.1.1.2.3&idno=2>

**Full Text of the American Recovery and Reinvestment Act (Pub. L. 111-5)**

[http://frwebgate.access.gpo.gov/cgi-bin/getdoc.cgi?dbname=111\\_cong\\_bills&docid=f:h1enr.pdf](http://frwebgate.access.gpo.gov/cgi-bin/getdoc.cgi?dbname=111_cong_bills&docid=f:h1enr.pdf)

**Department of Energy's Financial Assistance Rules [10 C.F.R. Part600]**

[http://ecfr.gpoaccess.gov/cgi/t/text/text-idx?c=ecfr&tpl=/ecfrbrowse/Title10/10cfr600\\_main\\_02.tpl](http://ecfr.gpoaccess.gov/cgi/t/text/text-idx?c=ecfr&tpl=/ecfrbrowse/Title10/10cfr600_main_02.tpl)

**OMB Circular A-133:** This document identifies Audit roles and responsibilities pertaining to the State and local governments, including tribal entities.  
<http://www.whitehouse.gov/omb/rewrite/circulars/a133/a133.html>

**OMB Circular A-133 Compliance Supplement – Appendix VII  
Other OMB Circular A-133 Advisories:**  
[http://www.whitehouse.gov/omb/assets/a133\\_compliance/app\\_7.pdf](http://www.whitehouse.gov/omb/assets/a133_compliance/app_7.pdf)

**2 CFR 176.210:** This section of the Code of Federal Regulations provides the guidelines for the required Recovery Act expenditure documentation pertaining to “Recovery Act Transactions Listed in the Schedule of Expenditures of Federal Awards and Recipient Responsibilities for Informing Sub-recipients.”  
<http://ecfr.gpoaccess.gov/cgi/t/text/text-idx?c=ecfr&sid=f03ceaca224c1a658c2ad682f212e869&rgn=div8&view=text&node=2:1.1.1.2.3.4.1.2&idno=2>

**Federal Audit Clearinghouse:** <http://harvester.census.gov/sac/>

**DOE Acquisition and Financial Assistance Implementation Guide for the American Recovery and Reinvestment Act of 2009**  
[http://management.energy.gov/policy\\_guidance/1672.htm](http://management.energy.gov/policy_guidance/1672.htm)



Cathy Zoi  
Assistant Secretary for Energy Efficiency and Renewable Energy  
U.S. Department of Energy

May 24, 2010



**Department of Energy**  
Washington, DC 20585

**GUIDANCE ON MANUFACTURED GOODS AND SUBSTANTIAL  
TRANSFORMATION FOR FINANCIAL ASSISTANCE AWARDS**

**EFFECTIVE DATE: MAY 24, 2010**

**SUBJECT: GUIDANCE ON MANUFACTURED GOODS AND SUBSTANTIAL  
TRANSFORMATION FOR FINANCIAL ASSISTANCE AWARDS**

**SCOPE:** This guidance applies to all state, local and tribal government recipients and sub-recipients (grantees and subgrantees) of Recovery Act financial assistance from the Office of Energy Efficiency and Renewable Energy (EERE).

**LEGAL AUTHORITY:** Section 1605 of the American Recovery and Reinvestment Act of 2009 (Recovery Act; Pub. L. 111-5) sets forth the Buy American provisions for recipients of Recovery Act financial assistance. The Office of Management and Budget (OMB) issued interim final guidance (2 CFR Part 176) for implementing the Buy American provision on April 23, 2009 at 74 Federal Register 18449.

**GUIDANCE:** Section 1605 of the Recovery Act states, "None of the funds appropriated or otherwise made available by this Act may be used for a project for the construction, alteration, maintenance, or repair of a public building or public work unless all of the iron, steel, and manufactured goods used in the project are produced in the United States." The Office of Management and Budget's (OMB) guidance on implementing this section defines "manufactured good" as a "good brought to the construction site for incorporation into the building or work that has been processed into a specific form and shape; or combined with other raw material to create a material that has different properties than the properties of the individual raw materials." *See* 2 C.F.R. § 176.140(a)(1).

The OMB guidelines further define a "domestic manufactured good" as "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." *See* 2 C.F.R. § 176.160(a).

We interpret, "Produced in the United States," to mean that the production or manufacturing facility is physically located in the United States or its territories. The domicile of the parent company, subsidiary, distributor, or supplier is not relevant for determining compliance with the Recovery Act Buy American provision.

Substantial transformation has long been applied in judicial and administrative customs cases on labeling, national origin, and other Federal statutory requirements as the appropriate and effective way to identify where a good was manufactured. The courts have determined what constitutes substantial transformation on a case-by-case basis. The Environmental Protection Agency (EPA) has issued guidance for its Recovery Act projects interpreting the substantial transformation test found at *Complying with ARRA Buy American Provisions for SRF-Funded Projects*, June 22, 2009 [www.epa.gov/water/eparecovery](http://www.epa.gov/water/eparecovery). The following questions provided therein may be helpful to determine whether or not substantial transformation has occurred. It is likely that substantial transformation has occurred in the U.S. if the answer is "yes" to either (or a combination of) Question 1, 2, or 3 below:

1. Were all of the components of the manufactured good manufactured in the U.S., and were all of the components assembled into the final production in the U.S.? (If the answer is yes, then it is clearly manufactured in the U.S., and the inquiry is complete.)
2. Was there a change in character for use of the good or the components in the U.S.? (These questions are asked about the finished good as a whole, not about each individual component.)
  - a. Was there a change in the physical and/or chemical properties or characteristics designed to alter the functionality of the good?
  - b. Did the manufacturing or processing operation result in a change of a product(s) with one use into a product with a different use?
  - c. Did the manufacturing or processing operation result in the narrowing of the range of possible uses of a multi-use product?

If the answer is yes to any of 2a, 2b, or 2c, then the answer to Q.2 is yes.

3. Was/were the processe(es) performed in the U.S. (including but not limited to assembly) complex and meaningful?
  - a. Did the process(es) take a substantial amount of time?
  - b. Was/were the process(es) costly?
  - c. Did the process(es) require a number of different operations?
  - d. Did the processes require particular high level skills?
  - e. Was substantial value added in the process(es)?

If the answer is yes to at least two of 3a, 3b, 3c, 3d, or 3e, then the answer to Q.3 is yes.

These questions all focus on manufacturing, processing, assembly, or integration of the components or subcomponents into a finished good. Design, planning, procurement, component production, or any other step prior to the process of physically bringing together the components into the item used in and incorporated into the Recovery Act project cannot constitute part of substantial transformation.

If the parts at issue are components (or subcomponents) of a larger manufactured good that is domestically manufactured, or substantially transformed, in the United States, then the Buy American Recovery Act requirement does not apply.

The responsibility for determining whether the parts are components of a larger manufactured good, and whether the good is manufactured in the United States rests with the Recovery Act financial assistance recipient. Recipients should consult with their own legal counsel concerning the basis for substantial transformation. Based on the requirements of the Recovery Act and OMB's guidance on the Recovery Act, DOE cannot approve or disapprove a Recovery Act recipient's determination that a manufactured good has been substantially transformed in the United States. However, DOE Contracting Officers may request additional information to support the credibility of the recipient's analysis of substantial transformation. It is the recipient's responsibility to ensure that all information and documentation that supports a substantial transformation determination is accurate and complete and is retained for audit purposes. If recipients have reasonable doubt about the substantial transformation of a given manufactured good, and they believe that one of the exceptions outlined in the Recovery Act apply (such as domestic "nonavailability"), then the recipient may apply for a waiver based on that exception.



**Cathy Zoi**  
**Assistant Secretary for Energy Efficiency and Renewable Energy**  
**U.S. Department of Energy**

May 24, 2010

**GENERAL SERVICES DIVISION**

**Building 36 Interior Lighting Renovations**

**BID OR PROPOSAL**

A.J. Smith, Inc. dba Capital Builders

NAME OF BIDDER

4008 5th Street Road, Huntington, WV 25701

ADDRESS OF BIDDER

304-697-5002

PHONE NUMBER

WV032728

WV CONTRACTOR'S LICENSE NO.

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.

**BASE BID:** All labor, materials and equipment as stipulated in the Bidding Documents.

**BASE BID AMOUNT for providing and installing replacement light fixtures at One Davis Square (Bldg#36)**

Two Hundred Fifty-Nine Thousand FIVE HUNDRED

DOLLARS & <sup>no</sup>/100 \_\_\_\_\_ (\$ 259,500.<sup>00</sup>)

(Total to be written in figures and words.)

The Bidder understands that to the extent allowed by the West Virginia Code, the OWNER reserves the right to waive any informality or irregularity in any Bid, or Bids, and to reject any or all Bids in whole or in part; to reject a bid not accompanied by the required bid security or by other data required by the Bidding Documents; to reject any conditions of the bid by the Bidder that is in any way inconsistent with the requirements, terms, and conditions of the Bidding Documents; or to reject a bid that is in any way incomplete or irregular.

---

No work shall be performed prior to issuance of a signed Purchase Order and Notice to Proceed issued by the Owner. Any materials contracted for prior to the issuance of the OWNER'S written Notice to Proceed shall be at the Bidder's risk.

RESPECTFULLY SUBMITTED:

DATE: November 3, 2010

WV VENDOR NUMBER: C09123150

BY: *B. J. Burgess*  
(Signature in ink) B. J. Burgess

TITLE: President

FIRM NAME: A.J. Smith, Inc. dba Capital Builders

ADDRESS: 4008 5th Street Road, Huntington, WV 25701





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  
**GSD116419**

PAGE  
**1**

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

VENDOR

RFQ COPY  
 TYPE NAME/ADDRESS HERE  
**C09123150  
 A.J. Smith, Inc. dba Capital Builders  
 4008 5th Street Road  
 Huntington, WV 25701**

SHIP TO

DEPARTMENT OF ADMINISTRATION  
 GENERAL SERVICES DIVISION  
 BUILDING 36  
 ONE DAVIS SQUARE  
 CHARLESTON, WV  
 25301 **304-558-3517**

DATE PRINTED	TERMS OF SALE	SHIP VIA	F.O.B.	FREIGHT TERMS
10/27/2010				

BID OPENING DATE: **11/03/2010** BID OPENING TIME **01:30PM**

LINE	QUANTITY	UOP	CAT NO	ITEM NUMBER	UNIT PRICE	AMOUNT
				<b>ADDENDUM NO. 1</b>		
				THIS ADDENDUM IS ISSUED TO:		
				1.) PROVIDE ANSWERS TO ALL TECHNICAL QUESTIONS SUBMITTED IN ACCORDANCE WITH THE PROVISIONS OF THE ORIGINAL RFQ (GSD116419) AND		
				2.) PROVIDE A COPY OF THE MANDATORY PRE-BID ATTENDEE LIST.		
				BID OPENING DATE REMAINS: 11/03/2010 BID OPENING TIME REMAINS: 1:30 PM		
				***** END ADDENDUM NO. 1 *****		
0001		LS		931-53		
	1			BLDG 36 (1 DAVIS SQUARE) INTERIOR LIGHTING UPGRADES		
				***** THIS IS THE END OF RFQ GSD116419 ***** TOTAL:		

SEE REVERSE SIDE FOR TERMS AND CONDITIONS

SIGNATURE <i>B. J. Burgess</i>	<b>B. J. Burgess</b>	TELEPHONE <b>304-697-5002</b>	DATE <b>November 3, 2010</b>
TITLE <b>President</b>	FEIN <b>55-0735961</b>	ADDRESS CHANGES TO BE NOTED ABOVE	

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).

---

**REQUEST FOR QUOTATIONS #GSD116419**  
**Building 36 Interior Lighting Upgrades**  
**One Davis Square**

Technical Questions & Answers

Question #1: We would like to quote the following product from Daybrite for this project. This product meets ARRA: Daybrite - 2DPG354HO-FS-21-UNV-1/3-EB

Answer #1: This product is an acceptable substitution for the fixture specified in the RFQ.

Question#2: The fixture required cannot control both of the lamps specified. The FP54 TSHO and the FP28 T5 use different ballasts. The FP54 TSHO ballast is made in 3 lamp ballast model – the FP28 T5 only comes in a 1 lamp ballast and 2 lamp ballast, which would require the fixture for FP28 T5 lamps to require 2 ballasts. The number of each fixture would need to be clarified for each type.

Answer #2: All fixtures will utilize the FP54 TSHO bulb. The successful contractor will only need to use the fixture in the specification (or equal).

Question #3: Is there any storage area available for fixtures on site?

Answer #3: No, there is limited dock space. It is suggested to only deliver daily the quantity that will be replaced during a single work day.

Question #4: Will areas to be worked in be occupied by state employees?

Answer #4: Yes, during a working shift of normal business hours from 8am to 5pm Monday through Friday.

Question #5: Will area be provided for storage of tools such as gang box, ladders, & scaffold or will these have to be removed daily?

Answer #5: Limited space is available in the basement and in other areas for roll away boxes during the project. Coordinate areas with project manager.

Question #6: Will 60 Calendar day completion time begin upon receipt of fixtures by contractor or upon signed contract/purchase order?

Answer #6: 60 days from the issuance of the Notice to proceed. The final timetable will be coordinated during pre-construction meeting with contractor.

Question #7: Do you have count of fixtures to be installed in areas over 8 feet height where different wattage lamps are to be installed?

Answer# 7: All fixtures are over 8 feet so only the 54 watt bulb type will be required.

State of West Virginia  
General Services Division

Building 36 Interior Lighting Upgrades  
Project No. GSD 116419

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Question #8: Will city electrical permit and city inspections be required?

Answer #8: Permits and Inspections are not required under WV Code section 8-12-14.

Question #9: Is project exempt from City B & O Tax?

Answer #9: This project is not exempt from City B & O Tax.

Question #10: Is night and week end work permitted on project?

Answer #10: Yes, with coordination from Project Manager.

Question #11: Will all areas with limited access be made reliably accessible to contractor (areas require card access)?

Answer #11: Yes, staff will be available to assist the Contractor, however no individual cards will be issued to Contractor.

PRE-BID CONFERENCE  
SIGN IN SHEET

Request for Quotation Number:

5250 110419

Date:

10/21/10

PLEASE PRINT LEGIBLY. THIS INFORMATION IS ESSENTIAL TO CONTACT THE ATTENDEES IN A TIMELY MANNER. FAILURE TO DO SO  
MAY RESULT IN DELAYS IN YOUR COMPANY GETTING IMPORTANT BID INFORMATION.

Firm Name: THE SUMMIT ELECTRIC CO  
 Firm Address: 304 25th  
 PUEBLET, WI 53526  
 Representative Attending: JAC HAZELT  
 Phone Number: (304) 569-7091  
 Fax Number: (304) 569-7134  
 Email Address: KATHY.HAZELT@summitel.com

Firm Name: TRI-COUNTY ELECTRIC  
 Firm Address: 240 SCOTT AVE  
 MCKEANBURG, W.V.  
 Representative Attending: BRIAN STEWART  
 Phone Number: 304 296 3090  
 Fax Number:  
 Email Address: TIFFANY@PENNINGD.COM

Firm Name: Danhill Construction Co  
 Firm Address: P.O. Box 685  
 Gayley Bend, WV  
 25085  
 Representative Attending: Dan Hill  
 Phone Number: 304-632-1600  
 Fax Number: 304-632-1501  
 Email Address: Edanhill@hotmail.com

Firm Name: CAPITAL BUILDERS  
 Firm Address: 4008 5TH STREET SW  
 HUNTINGTON WV 25701  
 Representative Attending: ROY HEFFNER  
 Phone Number: 304 697 5002  
 Fax Number: 304 697 5004  
 Email Address: BHEFFNER@CAPITALBUILDERS.COM  
 @ SUDEN LINK, MST  
 WV DEPT of Administration, GSTD

Firm Name:  
 Firm Address:  
 Representative Attending: Melody Hynes, Dave Parsons, Anthony  
 Phone Number:  
 Fax Number:  
 Email Address:

Firm Name:  
 Firm Address:  
 Representative Attending:  
 Phone Number:  
 Fax Number:  
 Email Address:

PRE-BID CONFERENCE  
SIGN IN SHEET

Request for Quotation Number:

QSP 110419

Date:

10/21/10

PLEASE PRINT LEGIBLY. THIS INFORMATION IS ESSENTIAL TO CONTACT THE ATTENDEES IN A TIMELY MANNER. FAILURE TO DO SO  
MAY RESULT IN DELAYS IN YOUR COMPANY GETTING IMPORTANT BID INFORMATION.

Firm Name: PROGRESSIVE ELECTRIC, INC.  
 Firm Address: PO Box 3695  
CHARLESTON, WV 25336  
 Representative Attending: DUANE SHURAW  
 Phone Number: 304-345-1253  
 Fax Number: 304-345-1256  
 Email Address: DSURAW@WETWIREL.COM

Firm Name: R CNY Elec. Co.  
 Firm Address: PO 6550  
CANVESTON, WV 25362  
 Representative Attending: ANDY MYERS  
 Phone Number: 304 345-6150  
 Fax Number: 304 345-6151  
 Email Address: FMYERS@RCNYELECTRIC.COM

Firm Name: Robert S. Kimball Assoc.  
 Firm Address: One Market Drive Suite 1  
Charlesford, WV 25314  
 Representative Attending: Kevin Garboff  
 Phone Number: 304-346-2005  
 Fax Number: 304-346-4241  
 Email Address: Kevin@RSKINC.COM

Firm Name: REED III  
 Firm Address: 6208 MACARLIE AVE  
ST ALBANS WV 25177  
 Representative Attending: RICK MESSER  
 Phone Number: 304-377-0956  
 Fax Number: 304-768-1770  
 Email Address: RickMesser@ReedIII.COM

Firm Name: Platinum Electric  
 Firm Address: P.O. Box 39  
Seachon WV 25417  
 Representative Attending: RODNEY L TOLLEY  
 Phone Number: 304-465-0947  
 Fax Number: 304-465-0948  
 Email Address: rod@ptee.com

Firm Name: \_\_\_\_\_  
 Firm Address: \_\_\_\_\_  
 Representative Attending: \_\_\_\_\_  
 Phone Number: \_\_\_\_\_  
 Fax Number: \_\_\_\_\_  
 Email Address: \_\_\_\_\_

# CONTRACTOR LICENSE

Authorized by the

**West Virginia Contractor Licensing Board**

DUPLICATE

**Number:** WV032728

**Classification:**

GENERAL BUILDING

A J SMITH INC  
DBA CAPITAL BUILDERS  
4008 5TH STREET RD  
HUNTINGTON, WV 25701-9545

**Date Issued**

**Expiration Date**

JULY 09, 2010

JULY 09, 2011

*Brenda K. Blewett*

Authorized Company Signature

*Michael A. Carl*

Chair, West Virginia Contractor  
Licensing Board

**WEST VIRGINIA  
CONTRACTOR  
LICENSING  
BOARD**

This license, or a copy thereof, must be posted in a conspicuous place at every construction site where work is being performed. This license number must appear in all advertisements, on all bid submissions and on all fully executed and binding contracts. This license cannot be assigned or transferred by licensee. Issued under provisions of West Virginia Code, Chapter 21, Article 11.



WORKERS COMPENSATION AND EMPLOYERS LIABILITY POLICY

INFORMATION PAGE WC 00 00 01 (A)

RENEWAL OF POLICY NUMBER: WC10039658-06
POLICY NUMBER: WC10039658-07

INSURER: BRICKSTREET MUTUAL INSURANCE COMPANY

1. INSURED:
AJ SMITH INC
CAPITAL BUILDERS
4008 5TH STREET RD
HUNTINGTON WV 25701-9545

PRODUCER:
PUTNAM AGENCY
101 FIFTH AVE.
SECOND FLOOR
(304)522-6555
HUNTINGTON WV 25701

DIRECT BILL

Insured is a(n) CORPORATION

Other work places and identification numbers are shown in the schedule(s) attached.

2. The policy period is from 04/05/2010 to 04/05/2011 12:01 A.M. at the insured's mailing address.

3. A. WORKERS COMPENSATION INSURANCE: Part One of the policy applies to the Workers Compensation Law of the state(s) listed here:

WEST VIRGINIA

B. EMPLOYERS LIABILITY INSURANCE: Part Two of the policy applies to work in each state listed in item 3.A. The limits of our liability under Part Two are:

Table with 3 columns: Injury Type, Amount, and Limit/Employee. Rows include Bodily Injury by Accident (\$1,000,000 Each Accident), Bodily Injury by Disease (\$1,000,000 Policy Limit), and Bodily Injury by Disease (\$1,000,000 Each Employee).

C. OTHER STATES INSURANCE: Part Three of the policy applies to the states, if any, listed here:

See West Virginia Limited Other States Insurance WC 99 03 05.

D. This policy includes these endorsements and schedules:

SEE LIST OF ENDORSEMENTS - EXTENSION OF INFORMATION PAGE

4. The premium for this policy will be determined by our Manuals of Rules, Classifications, Rates and Rating Plans. All required information is subject to verification and change by audit to be made in accordance with Part Five of the Policy.

DATE OF ISSUE: 03/09/2010
ISSUING OFFICE: Charleston, WV
PRODUCER: PUTNAM AGENCY



**2009**

**WEST VIRGINIA  
STATE TAX DEPARTMENT**

**2011**

**BUSINESS REGISTRATION  
CERTIFICATE**

ISSUED TO:  
**A J SMITH INC  
DBA CAPITAL BUILDERS  
4008 5TH STREET RD  
HUNTINGTON, WV 25701-9545**

**BUSINESS REGISTRATION ACCOUNT NUMBER: 1043-2500**

This certificate is issued for the registration period beginning: **July 1, 2009**

This certificate is valid until: **June 30, 2011**

*This business registration certificate is issued by  
the West Virginia State Tax Commissioner  
in accordance with Chapter 11, Article 12 of the West Virginia Code.*

*The person or organization identified on this certificate is registered  
to conduct business in the State of West Virginia at the location above.*

**This certificate is not transferrable and must be displayed at the location for which issued.**

**ENGAGING IN BUSINESS WITHOUT CONSPICUOUSLY POSTING A WEST VIRGINIA BUSINESS  
REGISTRATION CERTIFICATE IN THE PLACE OF BUSINESS IS A CRIME AND MAY SUBJECT YOU  
TO FINES PER W. VA. CODE § 11-9.**

**TRAVELING/STREET VENDORS: Must carry a copy of this certificate in every vehicle operated by them.  
CONTRACTORS, DRILLING OPERATORS, TIMBER/LOGGING OPERATIONS: Must have a copy of  
this certificate displayed at every job site within West Virginia.**



# State of West Virginia

## BUREAU OF EMPLOYMENT PROGRAMS

CHARLESTON, WEST VIRGINIA      APRIL 13, 2004

THIS IS TO CERTIFY THAT

A.J. SMITH, INC., DBA  
CAPITAL BUILDERS, INC.

OF

HUNTINGTON, WV

HAS BEEN REGISTERED WITH THE WEST VIRGINIA BUREAU OF  
EMPLOYMENT PROGRAMS AS AN EMPLOYER UNDER THE  
PROVISIONS OF THE WEST VIRGINIA UNEMPLOYMENT  
COMPENSATION LAW AND HAS BEEN ASSIGNED THE ACCOUNT  
NUMBER 000040620-1

A handwritten signature in cursive script, reading "Luetta Muzzelle".

Acting Commissioner

18427

CITY OF CHARLESTON, BLDG. DEPT.  
915 QUARRIER ST., SUITE 5  
CHARLESTON, WV 25301

CONTRACTOR LICENSE

General Building  
Type of Contractor

Name Capital Builders A S Smith INC

Expiration Date 6-30-2011

W.A. HARMON

Building Commissioner

1019302-1 0011 07/12/2010 001 22  
License Renewal (6013) 110494 \$90.00

CITY OF CHARLESTON, WEST VIRGINIA **B-I 110494**

7-9 2010

RECEIVED OF Capital Builders  
ADDRESS 4008 5th St Rd Huntington WV 25701 \$ 90.00

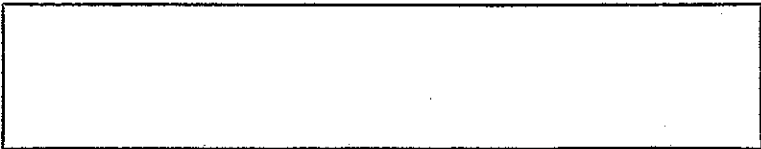
DOLLARS

PAYMENT COVERING Contract Lic

DETAILS AND PERIOD COVERED

6013

90.00



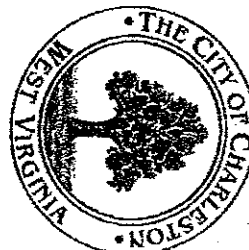
THIS RECEIPT IS NOT AUTHENTIC UNLESS RECEIPTED BY MACHINE IN ABOVE SPACE

SW 12967

SIGNED CITY TREASURER

PER [Signature]

City of Charleston  
1 City Hall  
1019302-1 07/12/2010 BR1 T22  
Mon Jul 12, 2010 11:01AM Trans#11-11  
Name: CAPITOL BUILDERS  
11 \$90.00 6013 - License Renewal  
(6013)  
Receipt #: 110494  
GL: R 001-399-01-0000  
Amt: \$90.00  
1 ITEM(S): TOTAL: \$90.00  
Check (008982) PAID \$90.00  
Thank you for your payment.



BID BOND

KNOW ALL MEN BY THESE PRESENTS, That we, the undersigned, A. J. Smith, Inc. dba Capital Builders, Inc.  
of Huntington, WV, as Principal, and United States Surety Company  
of Timonium, MD, a corporation organized and existing under the laws of the State of  
MD with its principal office in the City of Timonium, as Surety, are held and firmly bound unto the State  
of West Virginia, as Obligee, in the penal sum of Five Percent of Amount Bid (\$ 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  
RFQ GSD116419 - Bldg 36 (I Davis Square) Interior Lighting Upgrades - According to Plans & Specifications

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  
3rd day of November, 2010.

Principal Corporate Seal

A. J. Smith, Inc. dba Capital Builders, Inc.  
(Name of Principal)

By B. J. Burgess  
B. J. Burgess (Must be President or  
Vice President)

President  
(Title)

Surely Corporate Seal

United States Surety Company  
(Name of Surety)

By: Patricia A. Moye  
Patricia A. Moye, WV Resident Agent Attorney-in-Fact

IMPORTANT – Surety executing bonds must be licensed in West Virginia to transact surety insurance. Corporate seals must be affixed,  
and a power of attorney must be attached.

**VOID** POWER OF ATTORNEY **VOID**

AMERICAN CONTRACTORS INDEMNITY COMPANY UNITED STATES SURETY COMPANY U.S. SPECIALTY INSURANCE COMPANY

KNOW ALL MEN BY THESE PRESENTS: That American Contractors Indemnity Company, a California corporation, United States Surety Company, a Maryland corporation and U.S. Specialty Insurance Company, a Texas corporation (collectively, the "Companies"), do by these presents make, constitute and appoint:

**Gregory T. Gordon, Larry D. Kerr, Allan L. McVey, Patricia A. Moye, Kimberly J. Wilkinson**

its true and lawful Attorney(s)-in-fact, each in their separate capacity if more than one is named above, with full power and authority hereby conferred in its name, place and stead, to execute, acknowledge and deliver any and all bonds, recognizances, undertakings or other instruments or contracts of suretyship to include riders, amendments, and consents of surety, providing the bond penalty does not exceed \*\*\*\*\*Unlimited\*\*\*\*\* Dollars (\$\*\*unlimited\*\*).

This Power of Attorney shall expire without further action on December 8, 2012. This Power of Attorney is granted under and by authority of the following resolutions adopted by the Boards of Directors of the Companies:

*Be it Resolved*, that the President, any Vice-President, any Assistant 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:

*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 or 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 effected by the Corporate Secretary.

*Be it Resolved*, that the signature of any authorized officer and seal of the Company heretofore or hereafter affixed to any power of attorney or any certificate relating thereto by facsimile, and any power of attorney or certificate bearing facsimile signature or facsimile seal shall be valid and binding upon the Company with respect to any bond or undertaking to which it is attached.

IN WITNESS WHEREOF, The Companies have caused this instrument to be signed and their corporate seals to be hereto affixed, this 15<sup>th</sup> day of June, 2009.

AMERICAN CONTRACTORS INDEMNITY COMPANY UNITED STATES SURETY COMPANY U.S. SPECIALTY INSURANCE COMPANY

Corporate Seals



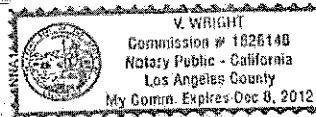
By: [Signature]  
Daniel P. Aguilar, Vice President

State of California

County of Los Angeles SS:

On this 15<sup>th</sup> day of June, 2009, before me, V. Wright, a notary public, personally appeared Daniel P. Aguilar, Vice President of American Contractors Indemnity Company, United States Surety Company and U.S. Specialty Insurance Company who proved to me on the basis of satisfactory evidence to be the person whose name is subscribed to the within instrument and acknowledged to me that he executed the same in his authorized capacity, and that by his signature on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct. WITNESS my hand and official seal.



Signature [Signature] (Seal)

Jeannie J. Kim, Assistant Secretary of American Contractors Indemnity Company, United States Surety Company and U.S. Specialty Insurance Company, do hereby certify that the above and foregoing is a true and correct copy of a Power of Attorney, executed by said Companies, which is still in full force and effect; furthermore, the resolutions of the Boards of Directors, set out in the Power of Attorney are in full force and effect.

In Witness Whereof, I have hereunto set my hand and affixed the seals of said Companies at Los Angeles, California this 3<sup>rd</sup> day of November, 2009.

Corporate Seals



[Signature]  
Jeannie J. Kim, Assistant Secretary

Bond No. Bd  
Agency No. 12116

Kant's Koppy / K1  
Security Paper

- Hidden Pantograph
- Color Match
- Artificial Watermark
- Anti-Clay Coin Rub
- Erasure Protection
- Security Features Box
- Microprint Protection
- Acid Free

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BID BOND PREPARATION INSTRUCTIONS

AGENCY \_\_\_\_\_ (A)  
RFQ/RFP# \_\_\_\_\_ (B)

**Bid Bond**

- (A) WV State Agency  
(Stated on Page 1 "Spending Unit")  
Request for Quotation Number (upper right corner of page #1)
- (C) Your Company Name
- (D) City, Location of your Company
- (E) State, Location of your Company
- (F) Surety Corporate Name
- (G) City, Location of Surety
- (H) State, Location of Surety
- (I) State of Surety Incorporation
- (J) City of Surety Incorporation
- (K) Minimum amount of acceptable bid bond is 5% of total bid. You may state "5% of bid" or a specific amount on this line in words.
- (L) Amount of bond in figures
- (M) Brief Description of scope of work
- (N) Day of the month
- (O) Month
- (P) Year
- (Q) Name of Corporation
- (R) Raised Corporate Seal of Principal
- (S) Signature of President or Vice President
- (T) Title of person signing
- (U) Raised Corporate Seal of Surety
- (V) Corporate Name of Surety
- (W) Signature of Attorney in Fact of the Surety

NOTE: Dated, Power of Attorney with Raised Surety Seal must accompany this bid bond.

KNOW ALL MEN BY THESE PRESENTS, That we, the undersigned, \_\_\_\_\_ (C) of \_\_\_\_\_ (D), \_\_\_\_\_ (E), as Principal, and \_\_\_\_\_ (F) of \_\_\_\_\_ (G), \_\_\_\_\_ (H), a corporation organized and existing under the laws of the State of \_\_\_\_\_ (I) with its principal office in the City of \_\_\_\_\_ (J), as Surety, are held and firmly bound unto The State of West Virginia, as Oblige, in the penal sum of \_\_\_\_\_ (K) (\$ \_\_\_\_\_ (L)) 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 \_\_\_\_\_ (M)

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 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 time within which the Oblige 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 hereto and these presents to be signed by their proper officers, this \_\_\_\_\_ (N) day of \_\_\_\_\_ (O), 20 \_\_\_\_\_ (P).

Principal Corporate Seal \_\_\_\_\_ (Q)  
(Name of Principal)  
(R) By \_\_\_\_\_ (S)  
(Must be President or Vice President)  
\_\_\_\_\_ (T)  
Title  
(U) Surety Corporate Seal \_\_\_\_\_ (V)  
(Name of Surety)  
\_\_\_\_\_ (W)  
Attorney-in-Fact

IMPORTANT – Surety executing bonds must be licensed in West Virginia to transact surety insurance. Raised Corporate Seals must be affixed and a Power of Attorney must be attached.



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

STATE OF West Virginia

COUNTY OF Wayne, TO-WIT:

I, B. L. Blower, after being first duly sworn, depose and state as follows:

- 1. I am an employee of A.J. Smith, Inc. dba Capital Builders; and,  
(Company Name)
- 2. I do hereby attest that A.J. Smith, Inc. dba Capital Builders  
(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.

A.J. Smith, Inc. dba Capital Builders  
(Company Name)

By: B. J. Burgess  
B. J. Burgess

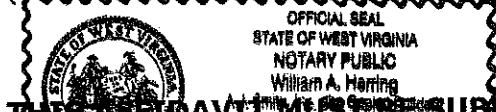
Title: President

Date: November 3, 2010

Taken, subscribed and sworn to before me this 3rd day of November, 2010.

By Commission expires November 6, 2019

(Seal)



Will A. Herring  
(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.**



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 exceed 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: A.J. Smith, Inc. dba Capital Builders

Authorized Signature: B. J. Burgess Date: November 3, 2010

State of West Virginia

County of Wayne, to-wit:

Taken, subscribed, and sworn to before me this 3rd day of November, 2010.

My Commission expires November 6, 2019.

AFFIX SEAL HERE

NOTARY PUBLIC William A. Herring

