

STATE OF WEST VIRGINIA
DEPARTMENT OF MILITARY AFFAIRS & PUBLIC SAFETY
DIVISION OF CORRECTIONS



JOE MANCHIN III
GOVERNOR

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OFFICE OF THE COMMISSIONER
1409 Greenbrier Street
CHARLESTON, WV 25311
(304) 558-2036 TELEPHONE - (304) 558-5934 FAX

October 19, 2010

The Honorable Earl Ray Tomblin, Senate President
Co-Chair-Joint Committee on Government and Finance
State Capitol Building, Room 227M
1900 Kanawha Boulevard, East
Charleston, WV 25305

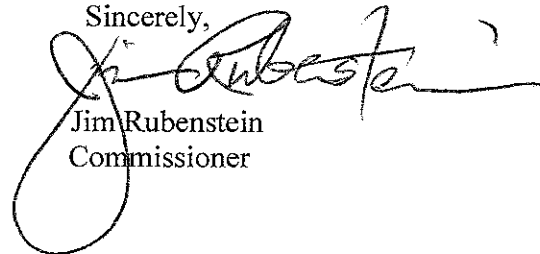
The Honorable Richard Thompson, House Speaker
Co-Chair-Joint Committee on Government and Finance
State Capitol Building, Room 234M
1900 Kanawha Boulevard, East
Charleston, WV 25305

Dear Sirs:

In accordance with provisions §5A-3B-2 of the West Virginia code we are sending you this notice of proposal on energy savings contract.

If you require any additional information, please contact Patricia Randolph or Ad Oji at 304-558-2036, extension 53462 or 53456, respectively.

Sincerely,



Jim Rubenstein
Commissioner

JER/ao

Attachment

Cc: Aaron Allred, Manager Legislative Services

COR61431

REQUEST FOR PROPOSAL

West Virginia Department of Military Affairs and Public Safety (DMAPS),
Division of Corrections (DOC)
Energy Savings Performance Contract

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SECTION 1: GENERAL INFORMATION

1.1 **Purpose:** The Purchasing Division, hereinafter referred to as the "State," is soliciting proposals from Energy Services Companies, hereinafter referred to as "ESCOs," pursuant to **West Virginia Code** §5A-3-10b for the Department of Military Affairs and Public Safety (DMAPS), Division of Corrections (DOC), hereinafter referred to as the "Agency," to provide an Energy Savings Performance Contract in accordance with Section 5A-3B-1 and 5A-3B-2 of the West Virginia Code.

1.2 By signing and submitting its proposal, the successful ESCO agrees to be bound by all the terms contained in this RFP.

A Request for Proposal (RFP) is generally used for the procurement of services in situations where price is not the sole determining factor and the award will be based on a combination of cost and technical factors (Best Value). Through its proposal, the bidder offers a solution to the objectives, problem, or need specified in the RFP, and defines how it intends to meet (or exceed) the RFP requirements.

1.2.1 **Compliance with Laws and Regulations:** The ESCO shall procure all necessary permits and licenses to comply with all applicable Federal, State, or municipal laws, along with all regulations, and ordinances of any regulating body.

The ESCO 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 shall be borne by the ESCO. It is clearly understood that the State of West Virginia is exempt from any taxes regarding performance of the scope of work of this contract.

1.3 **Schedule of Events:**

RFP Release	10/21/10
ESCO's Written Questions Submission Deadline	11/08/10
Mandatory Pre-bid Site Visits	11/02-05/10
Addendum	TBD
Bid Opening Date (all bids must be received by 1:30pm)	11/19/10

- 1.4 **Mandatory Pre-Bid Site Visits:** Mandatory pre-bid site visits will be conducted on the dates listed below. Please call 304-558-2036 extension 53456 and pre-register. Due to security concerns, only two representatives with each ESCO may be allowed.

November 2nd at 12:30pm

Mount Olive Correctional Center (MOCC)
 Mountain Side Way, Mount Olive, WV 25185
 Telephone (304) 442-7213

November 3rd at 12:30pm

Denmar Correctional Center (DCC)
 HC 64, Box 125
 Hillsboro, WV 24946
 Telephone (304) 653-4201

November 4th at 12:30pm

Huttonsville Correctional Center (HCC)
 Route 219/2505
 Huttonsville, WV 26273
 Telephone (304) 335-2291

November 5th at 12:30pm

Pruntytown Correctional Center
 Route 4 Box 49A
 Grafton, WV 26354
 Telephone (304) 265-6111

All interested ESCOs are required to be represented at these meetings. **Failure to attend any of these site visits shall result in the disqualification of the bid.** No one person may represent more than one ESCO.

All potential ESCOs are requested to arrive prior to the starting time for the site visits. ESCOs who arrive late, but prior to the dismissal will be permitted to sign in

An attendance sheet will be made available for all potential ESCOs to complete. This will serve as the official document verifying attendance. The ESCO 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 ESCO's failure to complete the pre-bid attendance sheet.

- 1.5 **Inquiries:** Inquiries regarding specifications of this RFP must be submitted in writing to the State Buyer with the exception of questions regarding the proposal submission which may be oral. The deadline for written inquiries is identified in the Schedule of Events,

Section 1.3. All inquiries of specification clarification must be addressed to:

Purchasing Division
2019 Washington Street, East
P.O. Box 50130
Charleston, WV 25305-0130
Fax: (304) 558-4115
E-Mail:

No contact between the ESCO and the Agency is permitted without the express written consent of the State Buyer. Violation may result in rejection of the bid. The State Buyer named above is the sole contact for any and all inquiries after this RFP has been released.

- 1.6 **Verbal Communication:** Any verbal communication between the ESCO and any State personnel is **not** binding, including that made at the mandatory pre-bid conference. Only information issued in writing and added to the RFP specifications by an official written addendum by Purchasing is binding.
- 1.7 **Addenda:** If it becomes necessary to revise any part of this RFP, an official written addendum will be issued by the Purchasing Division.

SECTION TWO: PROJECT SPECIFICATIONS

- 2.1 **Location:** West Virginia Division of Corrections
1409 Greenbrier Street
Charleston, WV 25311

- 2.2 **Background and Current Operating Environment:** The West Virginia Division of Corrections (WVDOC) is a state agency, which houses convicted felons. WVDOC facilities include the Central Office, 12 Correctional facilities, 4 Work Release Centers, 15 Parole offices, 1 Training Academy, and 1 Prison Industries main office. WVDOC has a total of 1,844 employees, 6,458 inmates and 2,390 parolees.

This RFP will focus on Energy Conservation Measures (ECMs) at 4 Correctional facilities. Mount Olive, Denmar, Huttonsville, and Pruntytown. Retrofit work at Mount Olive, Huttonsville and Pruntytown Correctional facilities are funded through the State Energy Program plan /American Recovery and Reinvestment Act, and Denmar Correctional facility does not have funding. Should DOC management decide to implement retrofits at Denmar Correctional facility it shall be paid by the energy savings.

Historical utility data for each site is provided in Attachment A.

A preliminary Analysis presented to West Virginia Division of Corrections by Johnson Controls, Inc., is attached.

- 2.3 **Project and Goals:** The project goals and objectives are:

- 2.3.1 **Goal 1:** Self Funded Program that provides capital improvements and achieves significant long term energy and cost savings, with a savings guarantee, while maintaining occupant comfort and consistent levels of building functionality over a 15 year contract term.
- 2.3.2 **Goal 2:** Program that complies with requirements set forth by the State Energy Program (SEP) and the American Recovery and Reinvestment Act as provided in Attachment B.
- 2.3.3 **Goal 3:** Support of goals highlighted West Virginia Energy Roadmap.
- 2.4 **Mandatory Requirements**
The following mandatory requirements must be met by the ESCO as a part of the submitted proposal. Failure on the part of the ESCO to meet any of the mandatory specifications shall result in the disqualification of the proposal. The terms "must," "will," "shall," "minimum," "maximum," or "is/are required" identify a mandatory item or factor. Decisions regarding compliance with any mandatory requirements shall be at the sole discretion of the State
- 2.4.1 Mandatory Requirement 1 Ability to Meet All ARRA Grant Requirements
- 2.4.2 Mandatory Requirement 2 Correctional Facility ESCO Project Experience
- 2.4.3 Mandatory Requirement 3 Savings Guaranteed via IPMVP Standards

SECTION THREE: ESCO PROPOSAL

- 3.1 **Economy of Preparation:** Proposals should be prepared simply and economically providing a straightforward, concise description of the ESCO's abilities to satisfy the requirements of the RFP. Emphasis should be placed on completeness and clarity of the content.
- 3.2 **Incurring Cost:** Neither the State nor any of its employees or officers shall be held liable for any expenses incurred by any ESCO responding to this RFP, including but not limited to preparation, delivery, or travel.
- 3.3 **Proposal Format:** ESCOs should provide responses in the format listed below:

Title Page: State the RFP subject, number, ESCO's name, business address, telephone number, fax number, name of contact person, e-mail address, and ESCO signature and date.

Table of Contents: Clearly identify the material by section and page number

1. QUALIFICATIONS AND CAPABILITY

A. General Firm Information

- 1) **Type of Firm** (corporation, partnership, sole proprietorship, joint venture)

- 2) **Year Firm Established.** Number of years your firm has been in business under its present business name
- 3) **Other Firm Names.** Indicate all other names by which your organization has been known and the length of time known by each name.
- 4) **Parent Company.** If applicable, state name, address, former name if applicable, tax identification number
- 5) **Participating Division or West Virginia Branch Offices.** State division or West Virginia branch offices that will participate in the development of the proposal, in its evaluation process, and/or in the conduct of any services provided (office name, address and number of full time personnel at each location).
- 6) **Submittal.** Submittal is for (parent company, subsidiary, division, branch office)

B. Experience of Firm

- 1) **Years in Energy Business.** State the number of years your firm has been involved in the energy-efficiency related business. State the number of years your firm has offered Energy Management Services. State the number of years your firm has provided Guaranteed Energy Savings project services in State Correctional facilities.
- 2) **Number and Value of Contracts.** Indicate the dollar volume of energy savings contracts actually implemented by your firm, each year for the past 3 years. Indicate the associated dollar value. (NOTE: If this response is submitted by a branch office or division of a parent company, indicate the number of projects that have been managed directly by the specific branch or division).
- 3) **Number and Value of Contracts.** Indicate the dollar volume of energy savings contracts actually implemented by your firm, in the State Correctional Facilities. Indicate the associated dollar value. (NOTE: If this response is submitted by a branch office or division of a parent company, indicate the number of projects that have been managed directly by the specific branch or division).
- 4) **Number and Value of Contracts.** Indicate the dollar volume of ARRA contracts implemented by your firm, each year for the past 2 years. (NOTE: If this response is submitted by a branch office or division of a parent company, indicate the number of projects that have been managed directly by the specific branch or division).
- 5) **WV DOC Project Experience.** Provide list and brief of any projects completed with the WV DOC of the past 3 years
- 6) **NAESCO Accreditation** Provide a copy of your current accreditation certificate from the National Association of Energy Service Companies (NAESCO) or other recognized national energy company trade association.

C. Scope of Services

- 1) **Types of Services.** Summarize the scope of services (auditing, design, construction, monitoring, operations, maintenance, training, financing, etc.) available from your firm.
- 2) **Expertise in Systems.** Describe your ability to offer services to upgrade HVAC, controls, lighting, renewables, kitchen, laundry and other systems.

- 3) **Provision of Insurance.** Attach your firm's certificate of insurance, which complies with the requirements for insurance as described below. Insurance Coverage shall be provided by the Contractor amounts not less than the following:
- **Worker's Compensation**, including death benefits, in the statutory amount (for the State of West Virginia), including Waiver of Subrogation in favor WVDOC The ESCO shall require that all Subcontractors provide Worker's Compensation insurance for all of the latter's employees, unless such employees are covered by the protection afforded by the ESCO.
 - **Comprehensive General Liability**, (including Contractual and Products Liability).
 - **Minimum limits of liability:**

Bodily Injury:	\$1,000,000
Property Damage:	\$100,000 / \$200,000
 - **WV DOC's and ESCO's Protective Liability** in the name of the WVDOC, and the Engineer. Minimum limits of liability:

Bodily Injury:	\$1,000,000
Property Damage:	\$100,000 / \$200,000
 - **Motor Vehicle Liability.** Minimum limits:

Bodily Injury:	\$1,000,000.
Property Damage:	\$100,000 / \$200,000
 - **Builder's Risk:** "All Risk" (Standard ISO form as approved by State of West Virginia) in an amount equal to 100% of the Value of the Contract Sum written in the name of the ESCO and WVDOC as their interest may appear.
 - **Umbrella Policy:** The Contractor shall procure and maintain during the life of the Contract, in excess of all other insurance requirements, an Umbrella Policy in the minimum amount of \$1,000,000.00.
 - **Provide a payment and performance bond** equal to 100% of the construction amount.

D. Financial Soundness

- 1) **Financial Statement.** Attach your firm's most recent audited year-end financial statements and the most recent four unaudited consecutive quarterly statement of the parent company and subsidiary (respondent).

E. Attachments for Qualifications and Capability of Firm Section

- 1) Label attachments and list here including Attachment Name, Description and Location in RFP Response. Insert attachments here at the end of this section, or include elsewhere in a clearly marked location for easy reference.

2. EXPERIENCE AND EXPERTISE

A. Project History- Include the following information on each Correctional facility project (not to exceed 10):

- 1) **Project Identification.** Name of project Customer, type of project, location (city, state).
- 2) **Project Dates.** Actual construction start and end dates
- 3) **Project Size.** Number of buildings, total square footage, total contract amount and the total project capital cost.
- 4) **List of Improvements.** Type of retrofits and operational improvements related to energy, water and other cost savings.
- 5) **Projected Savings.** State the projected amount of savings.
- 6) **Actual Annual Savings.** State the actual annual energy, water and O&M savings. Also describe if savings were measured or stipulated.
- 7) **Contract Terms.** Type of contract (shared-savings, lease purchase, guaranteed savings), contract term, and financing arrangement.
- 8) **Source of Funds.** Source of funds used for the project. If applicable, describe your firm's role in securing funds.
- 9) **Technical Design Personnel.** Include name(s) of primary technical design personnel.
- 10) **Project Schedule.** Indicate if the project was completed on schedule. If not, please explain.
- 11) **Comments.** Comment on any special features, services, conditions, etc.
- 12) **References.** Names and contact information of Customer(s)' representatives who can serve as references including email address and telephone number.

B. Personnel Information

- 1) **Qualifications and Experience.** Introduce the members or your staff you expect to participate in the following tasks: energy/technical analysis, engineering design, construction management, construction, training and post-contract monitoring. Provide resumes for Energy Engineer(s), Project Manager, and Measurement & Verification Engineer. Measurement and Verification Engineer shall have a minimum 5 years of ESCO related experience.
- 2) **Subcontractors.** Describe the nature of work generally conducted by subcontractors. Provide names and anticipated responsibility of any subcontractors for this project.

C. ARRA Experience

- 1) State your firms experience with projects involving ARRA funding and how your firm will manage the reporting requirements

D. Attachments for Experience and Expertise Section

Label Attachments and list here including: Attachment Name, Description and Location

in RFP Response. Insert attachments here at the end of this section, or include elsewhere in a clearly marked location for easy reference.

3. TECHNICAL APPROACH

A. Audit

- 1) **Technical Site Analysis.** Describe your general approach to auditing a facility. What is involved? How is customer involved? Methodical approach? Level of expertise involved? Information and resources needed from WVDOC?
- 2) **Engineering Design.** Describe your firm's approach to the technical design of this project.
- 3) **Preliminary Energy Conservation Measures.** Provide a list of preliminary Energy Conservation Measures (ECMs) that your firm believes are feasible for the WVDOC facilities. List Preliminary ECMs by number/name and include a brief ECM description. **Standard of Comfort.** Describe standards of comfort and functionality that are generally used for light levels, space temperatures, ventilation rates, etc. In the intended facilities. Also describe how those standards will be maintained throughout the contract term.
- 4) **Sample Technical Calculations.** Submit a sample of technical calculations conducted by your firm for this proposal. (As directed in the Proposal Submittal Information). This proposal must include a sample of the energy and economic calculations in the appendix.

B. Measurement and Verification Methodology

- 1) All energy conservation measures should be measureable and verifiable under the International Performance Measurement and Verification Protocol (IPMVP). The ESCO shall use the measurement and verification standards and methodologies as defined by the current IPMVP and provide an IPMVP adherent M&V Plan.
- 2) The ESCO shall work closely with WVDOC's in selecting and negotiating which M&V Option (A, B, C or D of IPMVP) to use for each ECM.
- 3) Provide a sample measurement and verification report from a State Correctional facility.

C. Attachments for Technical Approach Section

- 1) Label Attachments and list here including Attachment Name, Description and Location in RFP Response. Insert attachments here at the end of this section, or include elsewhere in a clearly marked location for easy reference.

4. ENERGY MANAGEMENT SERVICES APPROACH

A. Approach

- 1) **Differentiation of Your Firm.** Describe particular characteristics of how your firm approaches Energy Management Services.

- 2) **Provide a Sample Investment Grade Audit Agreement and a Sample Performance Contracting Agreement.**

B. Other Services

- 1) **Training Provisions.** Describe your firm's capabilities in providing technical training for facility personnel and experience on past projects. Describe your firm's involvement in developing training manuals for facility staff.
- 2) **Emission Reductions Reporting.** Describe your willingness and experience/capability to calculate and report emissions reductions.

C. Attachments for Energy Management Services Approach Section

- 1) Label Attachments and list here including Attachment Name, Description and Location in RFP Response. Insert attachments here at the end of this section, or include elsewhere in a clearly marked location for easy reference.

5. FINANCIAL ANALYSIS (COST PROPOSAL)

- A. Provide a financial analysis to model the project in this proposal over a 15 year term incorporating energy, and operational savings; Turnkey project costs for implementation; Service including, monitoring and Measurement and Verification; and financial transaction costs. Identify all escalations on energy and operational savings and service costs. Complete the B-1 Financial Cash Flow Table as Attachment to this section only. Only use energy cost savings in this cash flow. Do not estimate or include operational savings, as they will only be analyzed and considered after completion of the Investment Grade Audit.
- B. **Other Costs:** Describe other costs such as maintenance and monitoring agreements and describe how they will be applied. Also state whether these are annual costs and if they are required each year of the contract.
- C. **Financing Options:** Describe alternative financing options for portions of the project that may not be funded via ARRA funding. Denmar Correctional Center is currently not ARRA funded.
- D. **Cost of the Investment Grade Audit:** Provide an estimate of the cost of the investment grade audit that will be conducted after ESCO selection. The cost shall be broken down into fixed cost and cost per square foot for the Investment Grade Audit.
- E. **Attachments for "Financial Analysis" Section.** Label Attachments and list here including Attachment Name, Description and Location in RFP Response. Insert attachments here at the end of this section, or include elsewhere in a clearly marked location for easy reference.

ESCO's PRELIMINARY ANNUAL CASH FLOW ANALYSIS FORM, (ATTACHMENT B-1)

West Virginia Department of Military Affairs and Public Safety, Division of Corrections

GUARANTEED ENERGY SAVING CONTRACT

Financed Project Cost ¹:
Escalation Rates by Utility & Fuel
 Finance Term (months):
 Electric: 3.0%
 Annualized Interest Rate:
 Natural Gas: 2.5%

 Fuel Oil: 2.5%
 Construction Period² (months):
 Steam: 3.0%

 Water: 3.0%
Escalation Rates for
 Operational: 2.0%
 Annual Fees:
 Coal: 3.0%

Yr.	Electric Cost Savings	Natural Gas Cost Savings	Fuel Oil Cost Savings	Steam Cost Savings	Water Cost Savings	Other	Total Cost Savings	Guaranteed Cost Savings	Annual Service Fees ³	Financing Payment	Net Savings
1											
2											
3											
4											
5											
6											
7											
8											
9											
10											
11											
12											
13											
14											
15											
<i>Total</i>											

1. Includes: Hard costs and project fees.

2. No payments are made by Agency during the construction period.3. This figure should represent the ESCO's proposed annual service/maintenance fees including but not limited to M&V and equipment maintenance.

3.4 **Proposal Submission:** Proposals must be received in two distinct parts: technical and cost.

Technical proposals must not contain any cost information relating to the project. **Cost proposal** shall be sealed in a separate envelope and will not be opened initially.

All proposals must be submitted to the Purchasing Division **prior** to the date and time stipulated in the RFP as the opening date. All bids will be dated and time stamped to verify official time and date of receipt.

3.4.1 ESCOs should allow sufficient time for delivery. In accordance with *West Virginia Code* §5A-3-11, the Purchasing Division cannot waive or excuse late receipt of a proposal, which is delayed or late for any reason. Any proposal received after the bid opening date and time will be immediately disqualified in accordance with State law.

ESCOs responding to this RFP shall submit:

One original technical and cost proposal plus 5 convenience copies to:

Purchasing Division
, Buyer Supervisor
2019 Washington Street, East
P.O. Box 50130
Charleston, WV 25305-0130

The outside of the envelope or package(s) for both the technical and the cost should be clearly marked:

ESCO: _____
Buyer: _____
Req#: _____
Opening Date: _____
Opening Time: 1:30 p.m.

3.5 **Purchasing Affidavit:** *West Virginia Code* §5A-3-10a requires that all bidders submit an affidavit regarding any debt owed to the State. The affidavit must be signed and submitted prior to award. It is preferred that the affidavit be submitted with the proposal.

3.6 **Resident Vendor Preference:** In accordance with *West Virginia Code* §5A-3-37, ESCOs may make application for Resident Vendor Preference. Said application must be made on the attached Resident Vendor Certification form at the time of proposal submission.

3.7 **Technical Bid Opening:** The Purchasing Division will open and announce only the technical proposals received prior to the date and time specified in the Request for Proposal. The technical proposals shall then be provided to the Agency evaluation committee.

3.8 **Cost Bid Opening:** The Purchasing Division shall schedule a date and time to publicly open and announce cost proposals once the Agency evaluation committee has completed the technical evaluation and it has been approved by the Purchasing Division.

SECTION FOUR: EVALUATION AND AWARD

- 4.1 **Evaluation Process:** Proposals will be evaluated by a committee of three (3) or more individuals against the established criteria with points deducted for deficiencies. The ESCO who demonstrates that they meet all of the mandatory specifications required; and has appropriately presented within their written response and/or during the oral demonstration (if applicable) their understanding in meeting the goals and objectives of the project; and attains the highest overall point score of all ESCOs shall be awarded the contract. The selection of the successful ESCO will be made by a consensus of the evaluation committee.
- 4.2 **Evaluation Criteria:** All evaluation criteria is defined in the specifications section and based on a 100 point total score. Cost shall represent a minimum of 30 of the 100 total points.

The following are the evaluation factors and maximum points possible for technical point scores:

1. Qualifications and Capability	25	Points Possible
2. Experience & Expertise	25	Points Possible
3. Technical Approach	10	Points Possible
4. Energy Management Services Approach	10	Points Possible
5. Financial Analysis (Cost Proposal)	30	Points Possible
Total		100 Points Possible

Each cost proposal cost will be scored by use of the following formula for all ESCOs who attained the minimum acceptable score:

4.2.1 **Technical Evaluation:** The Agency evaluation committee will review the technical proposals, deduct points where appropriate, and make a final written recommendation to the Purchasing Division.

4.2.2 **Minimum Acceptable Score:** ESCOs must score a minimum of 70% (49 points) of the total technical points possible. All ESCOs not attaining the minimum acceptable score (MAS) shall be disqualified and removed from further consideration.

4.2.3 **Cost Evaluation:** The Agency evaluation committee will review the cost proposals, assign appropriate points, and make a final recommendation to the Purchasing Division.

- 4.3 **Independent Price Determination:** A proposal will not be considered for award if the price in the proposal was not arrived at independently without collusion, consultation, communication, or agreement as to any matter relating to prices with any competitor unless the proposal is submitted as a joint venture.
- 4.4 **Rejection of Proposals:** The State reserves the right to accept or reject any or all proposals, in part or in whole at its discretion. The State further reserves the right to withdraw this RFP at any

time and for any reason. Submission of or receipt of proposals by the State confers no rights upon the bidder nor obligates the State in any manner.

- 4.5 **Vendor Registration:** ESCOs participating in this process should complete and file a Vendor Registration and Disclosure Statement (Form WV-1) and remit the registration fee. Vendor is not required to be a registered Vendor in order to submit a proposal, but the **successful bidder must** register and pay the fee prior to the award of an actual purchase order or contract.

SECTION FIVE: CONTRACT TERMS AND CONDITIONS

- 5.1 **Contract Provisions:** The RFP and the ESCO's response will be incorporated into the contract by reference. The order of precedence shall be the contract, the RFP and any addendum, and the ESCO's proposal in response to the RFP.
- 5.2 **Public Record:** All documents submitted to the State Purchasing Division related to purchase orders or contracts are considered public records. All bids, proposals, or offers submitted by ESCOs shall become public information and are available for inspection during normal official business hours in the Purchasing Division Records and Distribution center after the bid opening.
- 5.2.1 **Risk of Disclosure:** The only exemptions to disclosure of information are listed in *West Virginia Code* §29B-1-4. Any information considered a trade secret must be separated from the ESCO submission and clearly labeled as such. Primarily, only trade secrets, as submitted by a bidder, are exempt from public disclosure. The submission of any information to the State by an ESCO puts the risk of disclosure on the ESCO. The State does not guarantee non-disclosure of any information to the public.
- 5.2.2 **Written Release of Information:** All public information may be released with or without a Freedom of Information request; however, only a written request will be acted upon with duplication fees paid in advance. Duplication fees shall apply to all requests for copies of any document. Currently, the fees are 50 cents per page, or a minimum of \$10.00 per request, whichever is greater.
- 5.3 **Conflict of Interest:** ESCO affirms that neither it nor its representatives have any interest nor shall acquire any interest, direct or indirect, which would compromise the performance of its services hereunder. Any such interests shall be promptly presented in detail to the Agency.
- 5.4 **ESCO Relationship:** The relationship of the ESCO to the State shall be that of an independent contractor and no principal-agent relationship or employer-employee relationship is contemplated or created by this contract. The ESCO as an independent contractor is solely liable for the acts and omissions of its employees and agents.

ESCO shall be responsible for selecting, supervising, and compensating any and all individuals employed pursuant to the terms of this RFP and resulting contract. Neither the ESCO, nor any employees or subcontractors of the ESCO, shall be deemed to be employees of the State for any purpose whatsoever.

ESCO shall be exclusively responsible for payment of employees and contractors for all wages and salaries, taxes, withholding payments, penalties, fees, fringe benefits, professional liability

insurance premiums, contributions to insurance and pension, or other deferred compensation plans, including but not limited to, Workers' Compensation and Social Security obligations, licensing fees, *et cetera* and the filing of all necessary documents, forms, and returns pertinent to all of the foregoing.

ESCO shall hold harmless the State, and shall provide the State and Agency with a defense against any and all claims including, but not limited to, the foregoing payments, withholdings, contributions, taxes, Social Security taxes, and employer income tax returns.

The ESCO shall not assign, convey, transfer, or delegate any of its responsibilities and obligations under this contract to any person, corporation, partnership, association, or entity without expressed written consent of the Agency.

5.4.1 Subcontracts/Joint Ventures: The ESCO may, with the prior written consent of the State, enter into subcontracts for performance of work under this contract.

5.4.2 Indemnification: The ESCO agrees to indemnify, defend, and hold harmless the State and the Agency, their officers, and employees from and against: (1) Any claims or losses for services rendered by any subcontractor, person, or firm performing or supplying services, materials, or supplies in connection with the performance of the contract; (2) Any claims or losses resulting to any person or entity injured or damaged by the ESCO, its officers, employees, or subcontractors by the publication, translation, reproduction, delivery, performance, use, or disposition of any data used under the contract in a manner not authorized by the contract, or by Federal or State statutes or regulations; and (3) Any failure of the ESCO, its officers, employees, or subcontractors to observe State and Federal laws including, but not limited to, labor and wage laws.

5.4.3 Governing Law: This contract shall be governed by the laws of the State of West Virginia. The ESCO further agrees to comply with the Civil Rights Act of 1964 and all other applicable laws and regulations as provided by Federal, State, and local governments.

5.4.4 Litigation or Legal Action: The vendor shall identify any litigation, or legal action, indictments, which involved the respondent or its employees or affiliated companies to a state institution/agency.

5.5 Term of Contract and Renewals: In accordance with West Virginia code §5A-3B-1 and §5A-3B-2

5.6 Non-Appropriation of Funds: If funds are not appropriated for the Agency in any succeeding fiscal year for the continued use of the services covered by this contract, the State may terminate the contract at the end of the affected current fiscal period without further charge or penalty. The State shall give the ESCO written notice of such non-appropriation of funds as soon as possible after the Agency receives notice. No penalty shall accrue to the Agency in the event this provision is exercised.

5.7 Changes: If changes to the contract become necessary, a formal contract change order will be negotiated by the State, the Agency, and the ESCO.

As soon as possible, but not to surpass thirty (30) days after receipt of a written change request from the Agency, the ESCO shall determine if there is an impact on price with the change requested and provide the Agency a written Statement identifying any price impact on the contract. The ESCO shall provide a description of the any price change associated with the implementation.

NO CHANGE SHALL BE IMPLEMENTED BY THE ESCO UNTIL SUCH TIME AS THE ESCO RECEIVES AN APPROVED WRITTEN CHANGE ORDER FROM THE PURCHASING DIVISION.

- 5.8 **Invoices and Progress Payments:** The ESCO shall submit invoices, in arrears, to the Agency at the address on the face of the purchase order labeled "Invoice To." Progress payments may be made at the option of the Agency on the basis of percentage of work completed if so defined in the final contract.
- 5.9 **Liquidated Damages:** According to *West Virginia Code* §5A-3-4(8), ESCO agrees that liquidated damages shall be imposed at the rate of \$100 per day_ for failure to provide (deliverables, meet milestones identified to keep the project on target, or failure to meet specified deadlines) 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 which the State or Agency may have legal cause for action.
- 5.10 **Contract Termination:** The State may terminate any contract resulting from this RFP immediately at any time the ESCO fails to carry out its responsibilities or to make substantial progress under the terms of this RFP and resulting contract. The State shall provide the ESCO with advance notice of performance conditions which may endanger the contract's continuation. If after such notice the ESCO fails to remedy the conditions within the established timeframe, the State shall order the ESCO to cease and desist any and all work immediately. The State shall be obligated only for services rendered and accepted prior to the date of the notice of termination.

The contract may be terminated by the State with thirty (30) days prior notice pursuant to *West Virginia Code of State Rules* § 148-1-7.16.2.

5.11 **Special Terms and Conditions:**

5.11.1 **Bid and Performance Bonds:** The ESCO shall provide a 100% performance and payment bond in the amount of all labor, materials, and equipment installed for the WVDOC prior to the execution of the contract.

5.11.2 **Insurance Requirements:** *(Provide liability insurance requirements in accordance with Purchasing Division rules and regulations.*

Insurance certificates are required prior to award, but are not required at the time of bid).

- Public liability
- Property damage
- Professional liability (medical, advertising, *et cetera*)

5.11.3 **License Requirements:** ESCO shall have all required licenses to conduct business in the State of West Virginia.

5.11.4 Protest Bond: Any bidder that files a protest of an award shall at the time of filing the protest submit a protest bond in the amount equal to one percent of the lowest bid submitted or \$5,000, whichever is greater.

The entire amount of the bond shall be forfeited if the hearing officer determines that the protest was filed for frivolous or improper purpose, including but not limited to the purpose of harassing, causing unnecessary delay, or needless expense for the Agency. All protest bonds shall be made payable to the Purchasing Division and shall be signed by the protester and the surety. In lieu of a bond, the protester may submit a cashier's check or bank money order payable to the Purchasing Division. The money will be held in trust in the State Treasurer's office.

If it is determined that the protest has not been filed for frivolous or improper purpose, the bond shall be returned in its entirety.

5.13 Record Retention (Access and Confidentiality):

ESCO shall comply with all applicable Federal and State rules, regulations, and requirements governing the maintenance of documentation to verify any cost of services or commodities rendered under this contract by the ESCO. The ESCO shall maintain such records a minimum of five (5) years and make such records available to Agency personnel at the ESCO's location during normal business hours upon written request by the Agency within ten (10) days after receipt of the request.

ESCO shall have access to private and confidential data maintained by the Agency to the extent required for the ESCO to carry out the duties and responsibilities defined in this contract. ESCO agrees to maintain confidentiality and security of the data made available and shall indemnify and hold harmless the State and the Agency against any and all claims brought by any party attributed to actions of breach of confidentiality by the ESCO, subcontractors, or individuals permitted access by the ESCO.

PRELIMINARY ANALYSIS

PRESENTED TO
WEST VIRGINIA DIVISION OF CORRECTIONS

FOR THE
MOUNT OLIVE CORRECTIONAL COMPLEX
HUTTONSVILLE CORRECTIONAL CENTER
PRUNTYTOWN CORRECTIONAL CENTER

JOHNSON CONTROLS, INC.
TIM SIMMONS
STATE GOVERNMENT ENERGY SOLUTIONS
(314) 630-8886

Executive Summary

Johnson Controls has developed and is pleased to present this Preliminary Analysis to the West Virginia Department of Corrections. WVDOC indentified three (3) facilities Mt. Olive, Huttonsville, and Pruntytown Correctional Facilities for the focus of the analysis. This analysis has been developed to illustrate the saving opportunities, which exist, by implementing a performance contract. The results of Johnson Controls review and evaluation of the State Correctional Facilities are the Facility Improvement Measures (FIMs) contained within our Preliminary Proposal.

INVESTMENT AND ENERGY SAVINGS SUMMARY

There is an estimated annual energy savings of \$201,266 and water/sewage annual energy savings of \$71,878 that can be achieved through a performance contract. This annual savings represents a significant project potential for WVDOC.

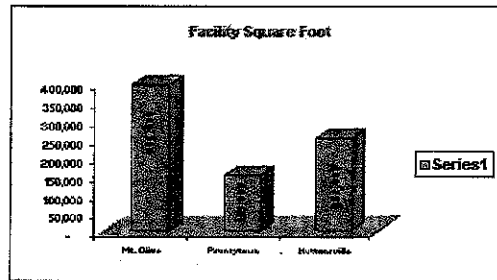
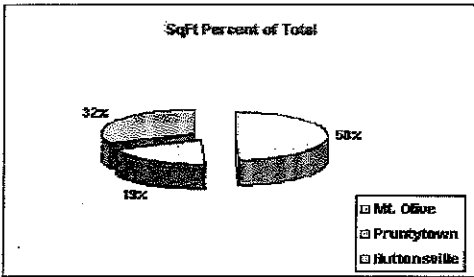
UTILITY SUMMARY

Facility	Sqft	Electric Usage	Electric Cost	Fossil Fuel Usage	Fossil Fuel Cost	Total Cost	Electric Cost/Sqft	Fossil Fuel Cost/Sqft	Total Cost/Sqft	Electric Rtu/Sqft	Fossil Fuel Rtu/Sqft	Total Rtu/Sqft
Mt. Olive	386,000	7,241,600	\$ 266,633	32,282	\$ 226,987	\$ 493,620	\$ 0.67	\$ 0.57	\$ 1.25	82,412	81,520	143,932
Pruntytown	151,000	2,558,010	\$ 109,688	16,025	\$ 130,009	\$ 239,696	\$ 0.69	\$ 0.86	\$ 1.55	57,818	106,125	163,944
Huttonsville	252,000	5,177,211	\$ 204,496	66,056	\$ 330,509	\$ 625,005	\$ 1.17	\$ 1.31	\$ 2.48	70,118	262,163	332,281
Over All (Total)	789,000	14,976,721	\$ 664,925	114,363	\$ 687,505	\$1,352,430	\$ 0.83	\$ 0.86	\$ 1.68	63,374	443,145	207,128

Facility	Water Usage Kgal	Water / Sewer Cost
Mt. Olive	41,265	\$ 335,770
Pruntytown	12,091	\$ 46,084
Huttonsville	78,000	\$ -
Total	131,346	\$ 381,854

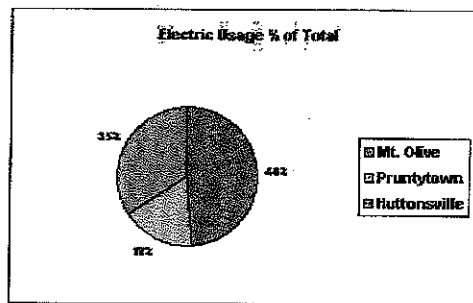
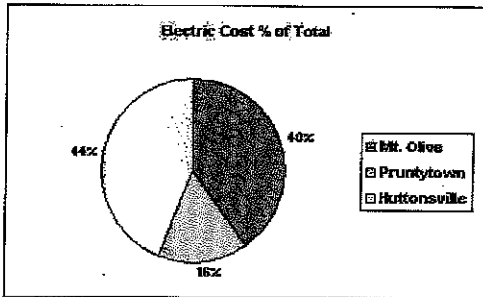
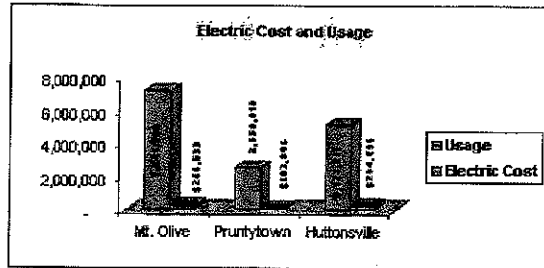
SUMMARY OF BUILDING SQUARE FOOT

Facility Square Footage	
Mt. Olive	386,000
Pruntytown	151,000
Huttonsville	252,000
Total	789,000



SUMMARY OF ELECTRIC COST & CONSUMPTION

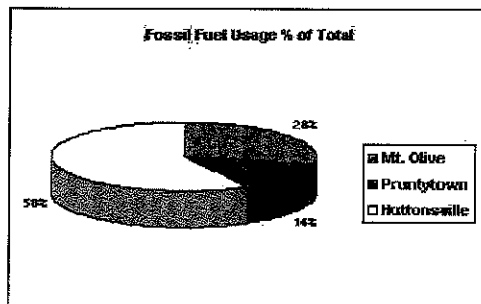
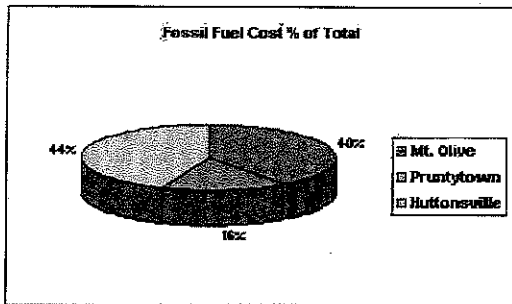
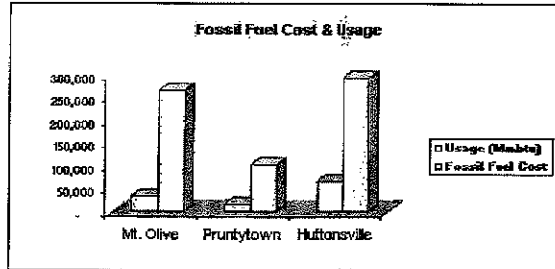
	Usage	Electric Cost
Mt. Olive	7,241,500	\$ 266,633
Pruntytown	2,558,010	\$ 103,896
Huttonsville	5,177,211	\$ 294,496
Total	14,976,721	\$ 664,925



SUMMARY OF FOSSIL FUEL COST & CONSUMPTION

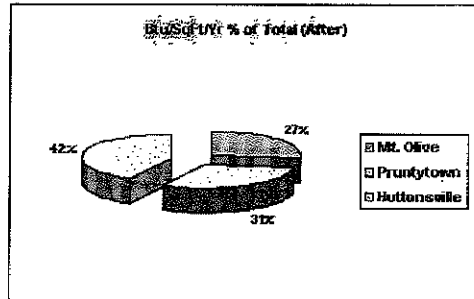
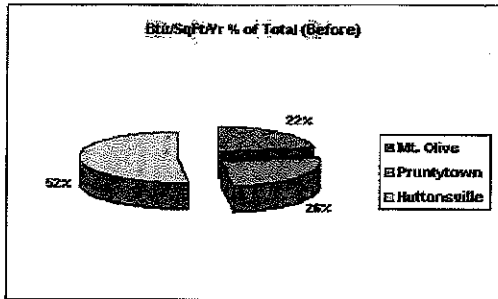
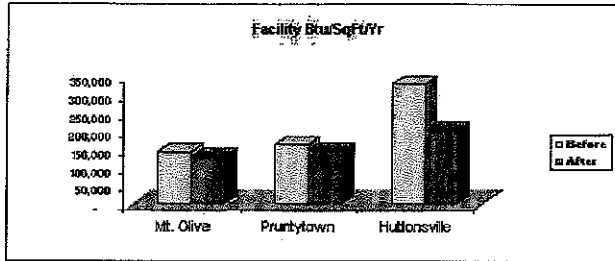
	Usage (Mmbtu)	Fossil Fuel Cost
Mt. Olive	32,282	\$ 288,533
Pruntytown	16,025	\$ 103,898
Huttonsville	86,068	\$ 294,496
Total	144,373	\$ 686,925

*Huttonsville consumes 471,000 Gal of #2 oil for heating which is covered to Mable.



SUMMARY OF BTUSQFYR

	Before	After
Mt. Olive	143,932	129,120
Pruntytown	163,944	146,292
Huttonsville	332,287	202,637
Total	640,163	478,249



SUMMARY AND NEXT STEPS

This Preliminary Proposal includes FIMs that will improve the comfort and convenience of the environment at State of West Virginia Correctional Facility, while at the same time providing significant energy savings. This preliminary proposal is as of 1/27/04. Current utility information and a fresh look at the facilities would be required to do a Detailed Audit. The next step in the process is for the State of West Virginia to issue a Request for Proposal. After receiving these, WVDOC will select a company to proceed with the Detailed Energy Survey. After the Detailed Energy Survey, WVDOC and the selected company will enter into a Performance contract and implementation can begin.

Therefore, it is our recommendation that State of West Virginia release a Request for Proposals. The Detailed Energy Survey will identify precise implementation costs, timing, and guaranteed savings figures for the entire project.

The following are the milestones and estimated completion dates leading to the awarding of a Deliver Order:

Milestone/Activity Completion Date

Preliminary Analysis Submitted	1/27/04
Request for Proposal	TBD
Receipt of Proposals	TBD
Award of Qualified Provider	TBD
Contract Approval	TBD
Implementation and Training	TBD
Measurement and Verification	TBD

Johnson Controls Support

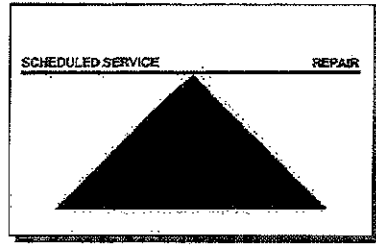
Johnson Controls was founded in 1885 and operates from more than 500 locations worldwide. We are a global market leader in building controls and automotive systems, and believe that our financial strength is a direct result of this diversification. Our financial strength is evidenced by the fact that 2001 was the 55th consecutive year of sales increases and the 26th consecutive year of dividend increases. Our record sales continue through the 2002 Fiscal Year, partly due to the success in the domestic existing buildings market for performance contracting and retrofit control systems.

As previously stated, Johnson Controls as an organization is committed to:

- **State Government Market**
- **World Class Quality Building Environments**

Preventative Maintenance Programs for Cost Reduction

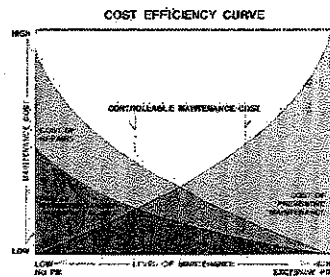
The Balance Between Maintenance and Repair



Johnson Controls understands that each one of the State of West Virginia facilities is unique and used for various and multiple functions. The manner in which these facilities support your customers, the type and age of the support systems, and your facilities performance objectives determine the most economical approach for you service needs. Based on Johnson Controls many years of experience in government facilities and after our in-depth study we will jointly develop the optimal service program to reduce overall costs including:

- **Downtime costs (employee productivity, customer retention, production leases, etc.)**
- **Life cycle costs of your equipment.**
- **Energy cost associated with operating your equipment.**

Our goal is to help you control your overall maintenance costs. We have blended predictive diagnostics with scheduled maintenance procedures to "zero in" on the optimal scheduled service program that is right for the State of West Virginia.



As your investment in maintenance increases, losses due to lower equipment failures go down. On the other hand, too little maintenance increases your repair costs and associated downtime losses. The happy medium between the two is what we've labeled "Controllable Maintenance Costs." Achieving this balance is where Johnson Controls Planned Service Agreement (PSA) fits into the Strategic Alliance Partnership with the State of West Virginia.

Planned Service Agreement

SCHEDULED SERVICES

Benefits

- Extends equipment life (ROI)
- Minimizes operating costs.
- Reduces Repair Bills.
- Minimizes labor force and costs.
- Assures timely performance of maintenance routines.
- Provides customer with complete service report.
- One price for scheduled service and materials
- No need to purchase special tools and instruments.
- No need to inventory consumables.
- Improves equipment efficiency (energy).
- Improves equipment reliability.
- No effect on maintenance turnover.
- Assures occupant comfort.
- Prevents product loss.
- Can be scheduled around special functions and activities.

Features

- Customized to Owner's Needs.
- Standardized maintenance routines.
- A full line of diagnostic services to predict failures before they occur.
- Specialized tools and instruments for state-of-the-art equipment.
- Includes maintenance consumables.
- Predetermined schedule and frequency.
- Continual analysis of operating and performance of equipment and components.

FULL COVERAGE

Benefits

- Enables you to concentrate on your business instead of system operations.
- Assures budgeting control.
- Simplifies and reduces administration time and costs.
- Eliminates unexpected repair bills.
- Continues system modernization.
- Improve system reliability.
- Minimizes training requirements.
- Priority Response

Features

- Provides highly skilled mechanics and technicians for repairs on a priority response basis.
- Replaces defective, failed components/equipment.
- Provides engineering and problem solving expertise.
- Repair parts inventory for quick repairs.
- One price for all service needs.

TIME AND MATERIAL REPAIR SERVICES

Disadvantages

- Provides no control of downtime costs.
- No consistency of services performed.
- No consistency in personnel performing services.
- No budget control.
- Breakdown service rarely brings system back to peak efficiency.
- No or short warranty on service provided.
- High administrative costs.
- Low equipment reliability.
- Potential product/tenant loss/discomfort.
- Reactive mode precludes selection, planning.
- Problems/needs not fully identified.

Maintenance and Energy Savings

A Physical Plant Administrators survey determined that the most significant cost reduction resulting from preventative maintenance was in the form of energy savings. This was followed by equipment-oriented savings (repair rate, service call, and equipment downtime reductions as well as increased equipment lifetime) and personnel-related savings (overtime, work-hour, and administrative cost reductions). Savings were also experienced in PM cost reductions and reduced maintenance material inventory. These savings averaged up to 10 percent of the facility management budget.

The following list indicates where there is potential for energy savings when proper PM is performed.

- Adjusting the Operating Sequence of equipment
- Cleaning Coils
- Changing Dirty Air Filters
- Removing Scale from Condenser Tubes
- Adjusting Air/Fuel Ratio of Burner
- Cleaning Burner Assembly
- Removing Soot from Fire Side of Burner
- Eliminating Belt Slippage and Poor Alignment on Fan Motors

Previous studies indicate that the institution of a good PM Program improves the operating efficiency of the HVAC equipment and results in significant energy cost avoidance - by as much as 5 to 10 %. (Terry A. Thompson, "Preventive Maintenance Saves Energy Dollars," Engineered Systems (July/August 1996).

Equipment-Specific Cost Savings

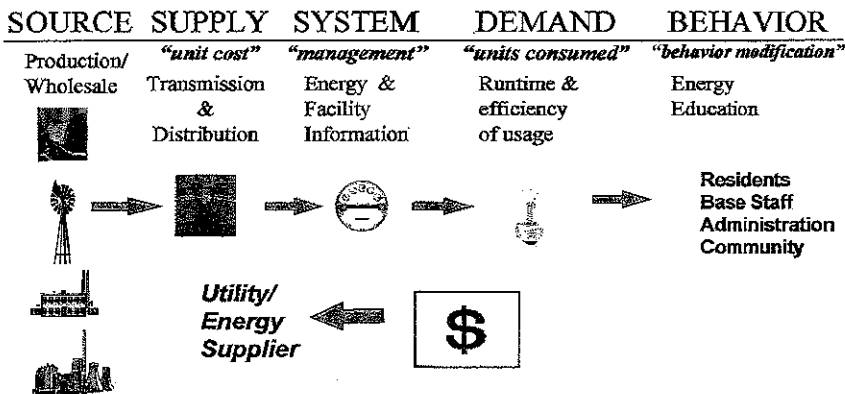
CONTROLS

- Overheating by 3 degrees Fahrenheit due to miscalibrated controls will waste over 16% of the fuel when it is 50 degrees Fahrenheit outside.
- Temperature control systems out of calibration cause increased operational costs of 5-20% per year.
- A 10-degree Fahrenheit set back of temperature in a building unoccupied 12 hours per day and 42 hours per weekend results in savings of approximately 24%.

Associated Air Conditioning Equipment

- A dirty filter in the air handling unit increases total static pressure .5" and generates the need for 10% additional HP.
- Condenser tubes scaled by poor or nonexistent water treatment will cause large inefficiencies in heat transfer. One millimeter of scale will raise the energy consumption of the chiller 10% at full load.

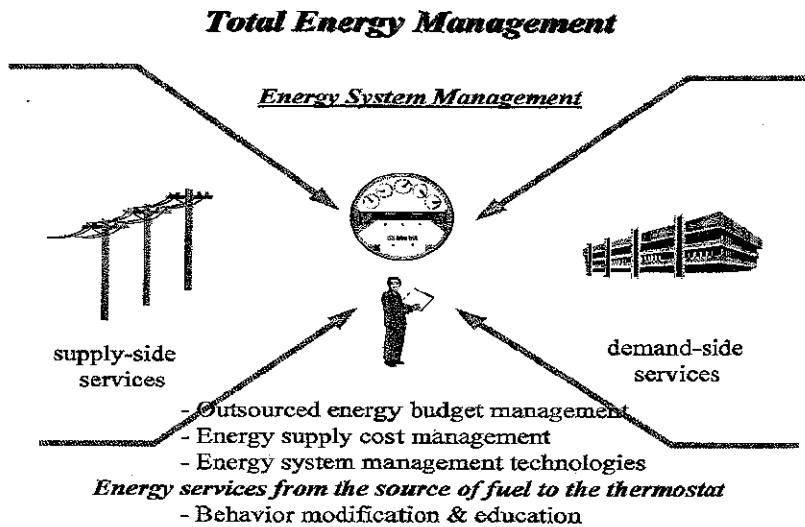
Johnson Controls Total Energy Management System Value Chain



$$\text{Energy Cost} = \text{Unit Cost} \times \text{Efficiency} \times \text{Runtime}$$

Johnson Controls Total Energy Management System Capabilities

Johnson Controls brings real experience and core competencies in energy services from the source of fuel to the thermostat. Johnson Controls can bring a national capability to deliver to all your locations by working with strategic partners, including local utilities, and other third party providers. Our relationship with other providers can allow us to custom tailor a specific solution that meets your business objectives. Johnson Controls is your **objective business partner in managing your energy budget.**



Energy System Management

Comment [JAF1]: Not Sure about this section

Energy System Management is how Johnson Controls' integrates the cost reduction of each unit of energy (supply side) with the reduction in the consumed units of energy (demand side).

State of West Virginia will need to wring out economic and energy inefficiencies from the source of fuel to the thermostat. Energy System Management allows Johnson Controls to provide global energy management services, energy system management technologies, and energy supply cost management services. Included in the Energy System Management package are the following services:

- Operating cost reduction through energy budget management services
- Energy system management technologies, including smart metering, advanced controls, two-way communications, and information technologies to provide with supply and demand side cost savings, aggregate State of West Virginia facilities, and automate Total Energy Management
- Energy supply cost management services to reduce the per unit cost of energy
- Energy administration services
- Measurement and validation of energy consumption and cost
- Consulting services, such as reliability improvement and new generation options

- Professional utility representation and negotiation for lower pricing and new risk management services
- Education of employees on energy efficiency and productivity

Johnson Controls has the ability to provide integrated **Total Energy Management** solutions that are designed considering the complexities of:

- Specific facility requirements for Quality Building Environments.
- An individual utility's or supply side providers' service, pricing and reliability options.
- Any business relations with utilities and other suppliers.
- Utility stranded generation assets and competitive transition charges (CTC).
- Energy consumption attributes and end uses to create the most economic value
- The importance of energy reliability to your business, and strategies to improve energy reliability.
- Special utility contracts that many utilities have already offered to commercial and industrial customers.
- Changing marketplace conditions as deregulation evolves.

There are many reasons to work with Johnson Controls in our Total Energy Management approach:

- Johnson Controls can bring utility services expertise to assist with supply side negotiations and position State of West Virginia to take advantage of pre-deregulation and post-deregulation opportunities.
- Johnson Controls is fuel neutral, and we will pursue the best supply side and demand side energy option to reduce energy budget costs. We can also take advantage of any demand side management rebates or allowances.
- Utilities are not incanted to lower your costs (energy demand management can erode revenue and profitability to utilities) - Johnson Controls has an incentive to lower your total energy costs.
- Johnson Controls can function as an independent, objective representative to allow you to focus your time and energy on your core business.
- Utilities traditionally shift price risk to their customers - Johnson Controls works with supply side providers and utilities to deliver customized risk management products.
- Johnson Controls has the technology to automate Total Energy Management.
- We focus on creating Quality Building Environments, and bundling in other operations and maintenance cost savings with Total Energy Management for a **Total Facility Management** solution.

Total Energy Management allows Johnson Controls to identify and implement truly integrated solutions for State of West Virginia facilities that span the broad spectrum of energy services from the procurement of a reliable supply to provision of a comfortable indoor environment.

Training with the JCI Institute

Technology is becoming more sophisticated every day in all walks of life, from automobiles to telephones, to building controls. Training has a tremendous impact on the success of any energy and operational efficiency project. Our objective at Johnson Controls is to provide complete training for the entire staff, regarding energy conservation, the implemented retrofits, the automated controls, and the operation of their facilities. Our goal is to promote energy awareness and self-sufficiency through developing individual skills and knowledge. We understand the importance of balancing between today's state-of-the-art technology, and the training needed to insure a successful project. Therefore, training will be performed directly by Johnson Controls, not through subcontractors, canned training programs, or third-party training providers.

Johnson Controls has conducted customer training for almost 50 years and currently trains over 7,000 students annually. Training courses are available at any one of our 34 training centers and institutes, including Kansas City, on site at the client's location, or on a self-study basis. Over 60 courses have been developed to support all facility energy systems and the classes are tailored to the specific educational requirements of each individual performance contract.

To begin with, Johnson Controls must determine your true needs as an organization. Is it more effective to enhance the skills of existing employees, or to supplement certain functions? In the case of skill enhancement, we will develop a comprehensive training plan in conjunction with State of West Virginia to ensure employee acceptance of the need for training.

The development of a comprehensive, sustainable training program is one of the most critical aspects of a Performance Contracting partnership, and will ultimately determine the overall success of the project. We have found that the **best-trained customers have the lowest overall operating cost trends**, while at the same time maintaining classroom comfort.

HOW A TRAINING PROGRAM IS BORN

Our approach to training is participative. Here is a look at our 10-step process to researching, developing, and implementing the ideal training program for your needs:

1. Interview and evaluate the skills and knowledge of the primary staff regarding energy management, basic building operation, and HVAC theory.
2. Define the current maintenance and operating procedures.
3. Define the maintenance and operating procedures required of new equipment.
4. Review the types of training option with your maintenance administration.
5. Determine and organize training plans to address the needs and skill levels of staff.
6. Determine and organize training plans to address needs of specific individuals.
7. Perform training with each group or employee using a mix of theory, hands-on practice, and maintenance manual application.
8. Perform training with each designated maintenance or custodial employee as required.
9. Video each classroom training session for future use by your staff.
10. Redesign and repeat training on an annual basis.

**Johnson Controls
Training Process**

- Interview & evaluate the skills and knowledge of primary staff regarding energy management, basic building operation, and HVAC theory. These groups will include maintenance supervisors, maintenance staff and custodians.
- Define current maintenance and operating procedures being utilized
- Define required maintenance and operating procedures required of new equipment
- Review types of training options available for State of West Virginia.
- Determine and organize training programs, based on need and skill level, for functional groups within State of West Virginia (i.e.: supervisors, maintenance staff, custodial, etc.)
- Perform training with each group utilizing a mix of theory, hands on practice, and maintenance manual application.
- Use multimedia-training material for additional access to HVAC and FMS systems.
- Repeat and redesign on an annual basis as changes occur with staff.

Capabilities



- Full course curriculum guide lists the content and class size for each course offered for our customers.
- Local training at the Johnson Controls-Lenexa training center.
- Six other Institutes including Orlando, Milwaukee, Los Angeles, Baltimore, Denver and Houston.
- Full time certified local training staff.
- Local Training lab facilities for hands on training.
- On site training classes.
- Mobile training labs for on site training.
- Training manuals & CD ROM for all classes.
- Instructional video training.
- Computer based training.
- Continuing Education Units Earned by students as governed by the Council on Continuing Education located in Silver Spring, MD.

Experience

- Over 7000 students trained every year.
- Over 250 locally trained in Kansas City yearly.
- Specialize in training programs specific to the operation of public buildings.
- Implementation of "Best Practices" of other customers locally and across North America.
- 50 year proven track record for training
- Development of on site custom training packages based on each customers needs
- Small class sizes to enable a high level of interaction to occur between the instructor and students
- New courses are continually added to keep up with changes in technology.

Controls - Functional Capabilities and Overall Design

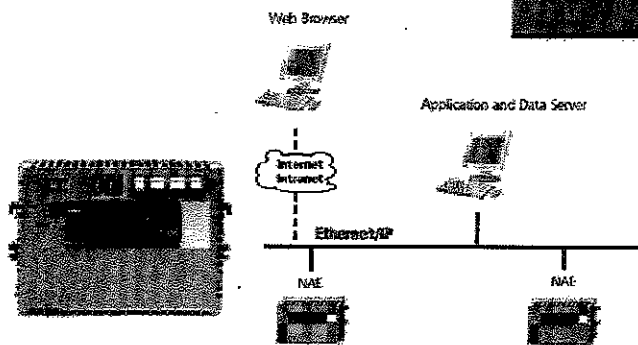
Building Management System (BMS)

System Architecture

Overall Conceptual Description

Johnson Controls will utilize its Metasys Extended Architecture Product line to configure a fully scalable Building Management System (BMS) to monitor and control all Environmental, and Utility within the facility.

The BMS will be two-tier design architecture. The first tier will be a high speed Ethernet LAN providing communications between the data engines, data servers and user interfaces. The second tier will be a dedicated industry standard bus providing communications from data engines to application specific controllers.

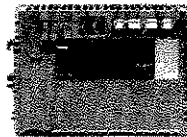


Metasys Extended Architecture

The BMS is designed entirely for use on Intranets and Internets. All networking technology used at the Tier 1 level will be off the shelf, industry standard technology fully compatible with other owner provided networks in the facility. All aspects of the user interface, whether to servers or to Tier 1 solid-state devices, will be via browsers. Any PCs used as operator interface points shall not require the purchase of any special software from Johnson Controls in order to provide the complete user interface as described herein.

Metasys Network Automation Engine NAE

The primary components of the system will be the Network Automation Engines, NAEs. The NAEs will supervise the operation of the system-controlling Application Specific Controllers (ASCs). The Network Automation Engine (NAE) brings Web-based network technology to the Metasys building automation system. The NAE uses the communication technology protocols of the building automation industry including BACnet™, LONWORKS®, and the JCI N2 Bus. This combination of technologies allows the system operators to monitor and all building technology systems. The NAE will perform all information management functions such as alarm and event management, trending, energy management, data exchange and archiving, scheduling and communication.



Network Automation Engine Specifications

The NAE integrates N2 equipment controllers as well as LONWORKS-based equipment controllers on its field buses. The NAE can supervise up to 100 controllers on each of its two N2 field buses, and up to 100 devices on the

LONWORKS network. The NAE can also integrate N30 devices and third party BACnet devices via the Ethernet network. Up to 2000 N2 and 1000 LONWORKS physical hardware point objects from supervised controllers can be generated. The NAE supports a total of 5000 device, point, data and control objects.

The Application Specific Controllers (ASCs) connected to the NAEs will be programmable intelligent controllers capable of standalone operation. ASCs will be configured with a standard programming tool and will have their programs stored in a non-volatile memory. The programming tool will be based on a library of tested and proven control strategies. ASCs shall utilize standard heating, ventilating and Air Conditioning control strategies for Variable Air Volume boxes, Unitary equipment, Air Handling and Central Plant equipment.

Information. Transformation.

The NAE includes a Web enabled user interface for building operations as well as online by integrating Internet and Web services and technology, along with the use of open protocols for field networks, the NAE brings the benefits of global communications and control technologies into one Metasys system. It allows you to bridge the gap between traditional control systems and your business and communications network systems. The Metasys system provides immediate access to the information you need to make critical business decisions.

Metasys Application Data Server ADS

Application and Data Server (ADS) provides comprehensive information access through the use of supporting Internet technologies, Information Technology (IT) standards and enterprise level global communication. Complete access to the entire BAS via a Web browser is provided by the ADS to multiple users, which allows efficient management of environmental control, energy usage, quick response to critical conditions, and optimization of control strategies.

Information, safe and readily accessible

Multiple users can simultaneously access the ADS via corporate Intranet, Internet, or Virtual Private Network and have complete access to your BAS based on the authorization level assigned to the individual user. Metasys software supports industry standard firewall solutions for securing network communication against unauthorized access.

High-resolution dynamic color graphics Movement through buildings, floors and areas, and Visualizing system processes will be both available with point and click ease using the Metasys systems graphics capabilities. Users can quickly access systems and areas in the building to command and modify operating parameters for interactive control. Graphics enable the user to quickly analyze and make any necessary adjustments to resolve Internet standards such as Scalable Vector Graphics (SVG) and Extensible Markup Language (XML).

Application Specific Controllers

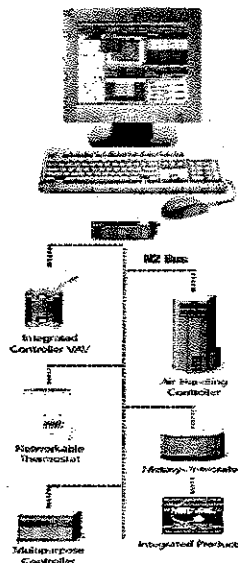
Metasys, with its powerful supervisory level and application specific controllers, is the most comprehensive and flexible Building Automation System on the planet.

But even this is not always enough.

JCI has partnered with hundreds of manufactures to develop real interoperability solutions and processes to help our clients manage physical assets and costs in their facilities.

This philosophy of partnering with other "best in class" manufactures uniquely positions JCI to maintain continuity in our customer's system while adapting quickly to ever changing technologies.

The system shall provide for connectivity and interoperability to compatible sub-system devices either through direct N2 connection, BACnet, LonWorks or through the use of the Metasys Integrator. Direct connect devices are from those manufactures that have adopted the JCI N2 bus protocol as their OEM communication network. Other



manufactures subsystems will be integrated via the Metasys Integrator, a powerful communication interface providing system interoperability between the Metasys Network and over 400 other products from 125 different manufactures.



There are many instances where intelligent sub-systems, such as Digital Lighting Controllers, Power Monitoring and other utility measuring systems will be connected to the FMS to provide system interoperability. Examples of this interoperability could include linking of the FMS occupancy schedules or emergency event management to lighting controls to provide proper lighting in all situations. Power, water, gas and other utility monitoring systems will be connected to the Metasys FMS for both real-time analysis and historical information management. Once data has been gathered by the FMS, the information will be available to any stakeholders in need of the information.

Accounting departments often utilize this information to perform bill verification or for true activity based costing. Engineering department will utilize the information for energy management program analysis or project forecasting. All of these functions will be available from the centric information management system via thin client browsers.

Metasys is the high performance, proven, comprehensive building automation and facilities management solution that manages efficiency, comfort, safety, security and productivity of both the occupants and assets in today's modern facilities.





State of West Virginia Correctional Facility

Mt. Olive Correctional Facility

Comment [JAF2]: May want to delete the details.

The Mt. Olive correctional facility built in 1994 consists of multiple buildings totaling 483,296 sq. ft. The total inmate population at the facility is 1050.

The boiler plant consists of two (2) Superior gas fired hot water boilers. Two (2) Lochinvar gas fired hot water boilers with a separate storage tank provide the domestic hot water for these buildings.

Two (2) air-cooled chillers provide cooling to these buildings with a recently renovated primary and secondary pumping system, including variable frequency drives for the secondary loop.

The air-handling unit (AHU) serving the main building is a face-bypass system with fan powered VAV boxes. A multi-zone unit with hot deck and cold deck serves Q1 & Q2. Additional spaces are served with typical single-zone AHUs with hot water and chilled water coils.





Buildings J, K, L, M, N, and O are inmate pods, with two sections per pod except for pod L which has only one housing section. Each pod section receives heating and cooling from a York direct gas-fired rooftop unit (RTU) complete with DX cooling. A newer AO Smith gas fired domestic hot water generator feeds to each section of a pod.

A recently-installed Johnson Controls Metasys DDC-based Building Management System (BMS) controls the majority of larger HVAC equipment in the main building.

The majority of interior lighting systems in the facilities remain a magnetic-based T-12 fluorescent system, with limited high intensity discharge (HID) metal halide and high pressure sodium lighting systems also in use, for both interior and exterior applications.



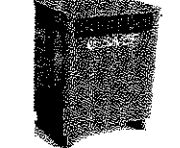
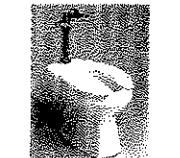
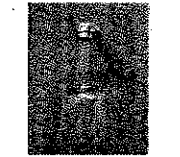


Potential Energy Conservation Measures – Mt. Olive

Category	ECM Name	ECM Description	ECM Benefits
Lighting Systems			
	Fluorescent Fixture Lighting Retrofit	This measure evaluates the savings potential associated with the retrofit and/or replacement of T-12 lighting Systems. The modified fixtures will feature energy savings lamps and electronic ballasts, reduce electric consumption and peak demands of the facility will be reduced substantially by this retrofit. The new electronic ballasts create less heat thus reducing cooling system loads.	Improved environment, Energy and Maintenance Savings
	Install Occupancy Sensors	This measure evaluates the savings potential associated with installing lighting controls, such as dual-technology (motion and heat) occupancy sensors or other lighting control Systems, to de-energize area lighting Systems when unoccupied.	Extended lamp and ballast life, Energy and Material Savings
	Exit Light Retrofit	LED Exit light retrofits will replace the incandescent or fluorescent lighting source with LED. LEDs produce more light per watt consumed than either incandescent or fluorescent lights.	Energy Savings
	Incandescent retrofit with Compact Fluorescent	Compact Fluorescent lights produce more light per watt of energy consumed than incandescent systems.	Energy Savings


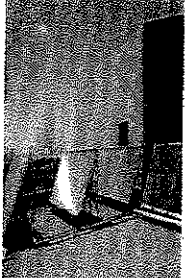



State of West Virginia Correctional Facility

<i>Category</i>	<i>ECM Name</i>	<i>ECM Description</i>	<i>ECM Benefits</i>
Motor Measure			
	Install High Efficiency Pump & Fan Motors	Higher efficiency pump & fan motors will produce the same amount of work with a reduced input power.	Energy Savings
Utility Systems			
	Power Factor Correction	Power factor is defined as the ratio of the real power flowing to the load to the apparent power consumed by the electrical device. Utilizing power factor correction will reduce the electrical utility rate penalty for kVa.	Utility Savings
	High Efficiency Transformers	Installation of newer efficient transformers can provide utility and operational savings by reducing the total transmission & distribution losses inherent in older transformer designs.	Operational Savings, Utility Savings
<i>Category</i>	<i>ECM Name</i>	<i>ECM Description</i>	<i>ECM Benefits</i>
Water Systems			
	Water Closets and Urinal flush valves	Modern day water closets consume as low as 1.28 gallons per flush (gpf) as compared to many of the older units found in the facilities. Urinal flush valves are also available for reducing water flow from 1.5 gpf to 1.0 gpf.	Water Savings
	Laminar Flow Restrictors	Existing faucet flows can range 2.5 to 3 gpm. Flow is reduced to 1.5 gpm with laminar flow devices. A laminar stream of water "sticks" to an object upon impact, whereas an aerated or untreated turbulent stream will splash. Thus, laminar flow devices provide significant assistance to hand washing effectiveness.	Fresh Water and Hot Water Heating Savings
Miscellaneous FIM's			

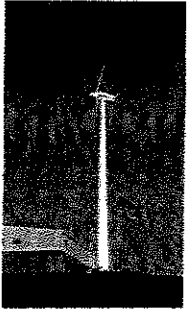


State of West Virginia Correctional Facility

	<p>Envelope Improvements</p>	<p>All facilities experience excess air infiltration, which leads to additional utility costs, uncomfortable perimeter areas for the staff and possible water intrusion. A range of insulating and sealant materials are typically applied to wall / roof junctions, piping penetrations, window and door edges and closures to substantially reduce loss of conditioned air and unwanted infiltration.</p>	<p>Energy Savings</p>
<p><i>Category</i></p>	<p><i>ECM Name</i></p>	<p><i>ECM Description</i></p>	<p><i>ECM Benefits</i></p>
<p>Renewable ECM's</p>			
	<p>Solar Hot Water</p>	<p>Johnson Controls Solar Hot Water Heating Systems are designed to effectively fulfill an average of 50% of a facility's hot water heating needs, maximizing your return on investment. They can provide hot water for almost any use, including but not limited to service hot water, boiler make-up water and space heating. Installing a Solar Hot Water Heating System is extremely effective in facilities that have constant hot water demands, such as hospitals, dormitories and prisons. Federal and possibly State incentives are available for inclusion of this FIM.</p>	<p>Energy Savings</p>
	<p>Solar Photovoltaic</p>	<p>Photovoltaic energy is the conversion of sunlight to electricity through a photovoltaic cell (PV), a non-mechanical device usually made from silicon alloys. As sunlight strikes a PV cell, it creates an electron imbalance between the front and back surfaces of the cell. Electricity occurs when these two surfaces are joined together by a conductor, such as a wire. Individual PV cells are electrically connected into a packaged, weather-tight module. Depending on the power output needed, modules can be further connected to form a PV array, essentially a generating plant made up of any number of modules. Federal and possibly State incentives are available for inclusion of this FIM.</p>	<p>Energy Savings</p>



State of West Virginia Correctional Facility

<i>Category</i>	<i>FIM #</i>	<i>ECM Name</i>	<i>ECM Description</i>	<i>ECM Benefits</i>
		Wind Energy	Wind power is converted to electricity by a wind turbine. In a typical wind turbine, wind energy is converted to rotational motion by the rotor – usually a three-bladed fan at the front the turbine. The rotor turns a shaft that passes through a gearbox, which increases the rotational speed. This transmission is attached to a high-speed output shaft, which is connected to a generator that converts the rotational motion into electricity at medium voltage. From here the electricity passes through heavy cables in the tower to a transformer, which increases the electric power to distribution voltage. Federal and possibly State incentives are available for inclusion of this FIM.	Energy Savings



Huttonsville Correctional Facility

The original Huttonsville Correctional Facility, built in 1939, has experienced various additions and renovations throughout its history and now encompasses approximately 477,000 sq. ft. The campus currently houses 1,130 inmates.

The boiler plant consists of two (2) 600 HP Cleaver Brooks and one 400 HP Kewanee dual-fuel high pressure steam boilers. The majority of heating in the facility is accomplished through individual and in many locations steam radiation. The Block sections contain a variety of heating systems, both steam radiation and AHUs or RTUs with steam coils and limited DX cooling in a few building sections. There are a few AHUs with hot water coils supplied by a heat exchanger located in the original boiler room basement.

Domestic Hot Water (DHW) is provided by three (3) AERCO steam to hot water converters.

Newer or renovated sections of the campus have a mix (pneumatic, electric and limited electronic) of Building Management Systems (BMS) for HVAC operations, such as the four (4) Trane AHUs for sections B and E employing Andover Controls. The facility consists of multiple electric account meters, which are not currently tied into any monitoring system for monitoring or energy usage accumulation analysis.





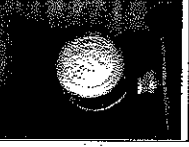
The majority of interior lighting systems in the facilities remain a magnetic-based T-12 fluorescent system, with limited high intensity discharge (HID) metal halide and high pressure sodium lighting systems also in use, for both interior and exterior applications.

Window and door conditions vary extensively at this facility due to the many phases of addition and renovations. The 1939 and B and E buildings and joining corridors are still equipped with single-pane reinforced window systems, which may also be of historical value and expensive to modify and / or replace.

The campus has its own water production where the water is pulled from the river and treated at the near by water treatment facility.



Potential Energy Conservation Measures – Huttonsville

<i>Category</i>	<i>ECM Name</i>	<i>ECM Description</i>	<i>ECM Benefits</i>
Air Handling System			
	Fan Shut Down During Unoccupied Periods (where applicable)	Turning off equipment during unoccupied periods is a significant source of energy savings. This facility improvement measure evaluates the savings associated with disabling air handling fan motors and controls valves during unoccupied hours of operation.	Energy Savings
Building Automation Systems			
	Occupancy Schedule Start/Stop	When spaces are unoccupied for portions of the day, it may be feasible to shut down some or all of the air handling Systems. Not only will this measure conserve fan HP, but also it will may greatly reduce or eliminate outside air infiltration, resulting in minimum heating and cooling energy requirements.	Energy Savings
	Lead/Lag Boiler Control	Providing Lead/Lag Boiler Control to operate a multi boiler heating plant at peak efficiency by enabling boilers in stages to meet building load.	Energy Savings.
<i>Category</i>	<i>ECM Name</i>	<i>ECM Description</i>	<i>ECM Benefits</i>
	Night Setback	Automated setback or setup of controlled HVAC equipment at night and / or non-use periods through a local controller, programmable thermostats or a specified Building Management System (BMS).	Energy Savings
	Supply Air Reset	In HVAC Systems, the discharge air is at a constant temperature. Through a Facility Management System, savings can be achieved by resetting the supply to a higher temperature based on internal building space requirements and/or outdoor air temperature.	Energy Savings
	Thermostatic Radiator Valve Control	Installation of new thermostatic valves will improve comfort levels and avoid over heating of the areas resulting in energy savings. The valves can be equipped with temperature locking ranges for improved comfort.	Energy Savings









State of West Virginia Correctional Facility

Central Heating Systems			
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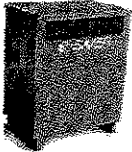

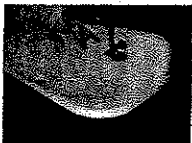
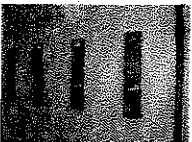
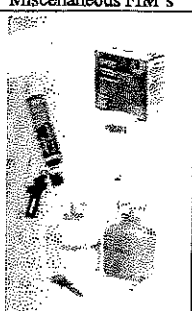


State of West Virginia Correctional Facility

<i>Category</i>	<i>ECM Name</i>	<i>ECM Description</i>	<i>ECM Benefits</i>
Lighting Systems			
	Fluorescent Fixture Lighting Retrofit	This measure evaluates the savings potential associated with the retrofit and/or replacement of T-12 lighting Systems. The modified fixtures will feature energy savings lamps and electronic ballasts, reduce electric consumption and peak demands of the facility will be reduced, substantially by this retrofit. The new electronic ballasts create less heat thus reducing cooling system loads.	Improved environment, Energy and Maintenance Savings
	Install Occupancy Sensors	This measure evaluates the savings potential associated with installing lighting controls, such as dual-technology (motion and heat) occupancy sensors or other lighting control Systems, to de-energize area lighting Systems when unoccupied.	Extended lamp and ballast life, Energy and Material Savings
	Exit Light Retrofit	LED Exit light retrofits will replace the incandescent or fluorescent lighting source with LED. LEDs produce more light per watt consumed than either incandescent or fluorescent lights.	Energy Savings
	Incandescent retrofit with Compact Fluorescent	Compact Fluorescent lights produce more light per watt of energy consumed than incandescent systems.	Energy Savings
Category	ECM Name	ECM Description	ECM Benefits
Motor Measure			
	Install High Efficiency Fan Motors	Higher efficiency fan motors will produce the same amount of work with a reduced input power.	Energy Savings
Utility Systems			
	Power Factor Correction	Power factor is defined as the ratio of the real power flowing to the load to the apparent power consumed by the electrical device. Utilizing power factor correction will reduce the electrical utility rate penalty for kVa.	Utility Savings

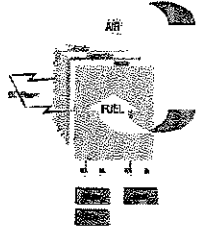
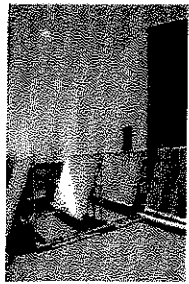
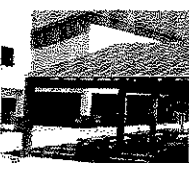


State of West Virginia Correctional Facility

	High Efficiency Transformers	Installation of newer efficient transformers can provide utility and operational savings by reducing the total transmission & distribution losses inherent in older transformer designs.	Operational Savings, Utility Savings
Category	ECM Name	ECM Description	ECM Benefits
Water Systems			
	Water Closets and Urinal flush valves	Modern day water closets consume as low as 1.28 gallons per flush (gpf) as compared to many of the older units found in the facilities. Urinal flush valves are also available for reducing water flow from 1.5 gpf to 1.0 gpf.	Water Savings
	Laminar Flow Restrictors (indirect Savings)	Existing faucet flows can range 2.5 to 3 gpm. Flow is reduced to 1.5 gpm with laminar flow devices. A laminar stream of water "sticks" to an object upon impact, whereas an aerated or untreated turbulent stream will splash. Thus, laminar flow devices provide significant assistance to hand washing effectiveness.	Fresh Water and Hot Water Heating Savings
	Shower Timer Systems	Timed shower systems can effectively control fresh water and hot water heating costs for all facilities with daily usage patterns. Computer-activated controls can be installed to both control and modulate the flow and time of the showers for improved savings.	Fresh Water and Hot Water Heating Savings
Miscellaneous FIM's			
	Envelope Improvements	All facilities experience excess air infiltration, which leads to additional utility costs, uncomfortable perimeter areas for the staff and possible water intrusion. A range of insulating and sealant materials are typically applied to wall / roof junctions, piping penetrations, window and door edges and closures to substantially reduce loss of conditioned air and unwanted infiltration.	Energy Savings



State of West Virginia Correctional Facility

Category	ECM Name	ECM Description	ECM Benefits
	Fuel Cell Technology	<p>Fuel Cells generate electricity through an electrochemical process with the energy stored in a fuel is converted directly into DC electricity or AC power can be supplied through an inverter, converting DC to AC. Since the electrical energy is generated without a combustion fuel, environmentally they are very attractive. Utilizing waste gases from the WWTP can be a viable opportunity for the Fuel Cell to produce alternate source of energy. Further evaluation and feasibility study will be required for economical benefit.</p>	Utility Savings
Renewable ECM's			
	Solar Hot Water	<p>Johnson Controls Solar Hot Water Heating Systems are designed to effectively fulfill an average of 50% of a facility's hot water heating needs, maximizing your return on investment. They can provide hot water for almost any use, including but not limited to service hot water, boiler make-up water and space heating. Installing a Solar Hot Water Heating System is extremely effective in facilities that have constant hot water demands, such as hospitals, dormitories and prisons. Federal and possibly State incentives are available for inclusion of this FIM.</p>	Energy Savings
	Solar Photovoltaic	<p>Photovoltaic energy is the conversion of sunlight to electricity through a photovoltaic cell (PV), a non-mechanical device usually made from silicon alloys. Individual PV cells are electrically connected into a packaged, weather-tight module. Depending on the power output needed, modules can be further connected to form a PV array, essentially a generating plant made up of any number of modules. Federal and possibly State incentives are available for inclusion of this FIM.</p>	Energy Savings

Pruntytown Correctional Facility

The Administration Building serving Pruntytown Correctional Facility was built in 1908, and is one of many individual buildings constructed or recently renovated during various periods. A total of 359 inmates are housed at Pruntytown.





State of West Virginia Correctional Facility

The buildings are heated by various methods, including gas-fired hot water or low pressure Weil-McLain cast iron steam boilers with radiators, electric baseboard strip or unit heaters, PTACs, heat pumps and hot air furnaces. A few buildings make use of small AHUs with hot water coils for heating the space.

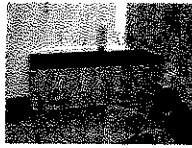



There is no central Controls system. Cooling systems are very limited and include DX systems, window air conditioning units and heat pumps. Domestic hot water is provided by either gas-fired or electric heaters for each building.

The majority of interior lighting systems in the facilities remain a magnetic-based T-12 fluorescent system, with limited high intensity discharge (HID) metal halide and high pressure sodium lighting systems also in use, for both interior and exterior applications. Some areas have been retrofitted with T-8 lighting systems, although this is sporadic and not yet fully employed.

Window and door conditions vary extensively at the facilities with some buildings using 6 mil or heavier plastic for inner storm windows.

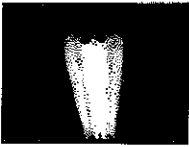

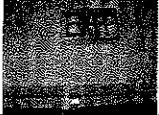




**Potential Energy Conservation Measures –
Pruntytown**

<i>Category</i>	<i>ECM Name</i>	<i>ECM Description</i>	<i>ECM Benefits</i>
Air Handling System			
	Fan Shut Down During Unoccupied Periods (where applicable)	Turning off equipment during unoccupied periods is a significant source of energy savings. This facility improvement measure evaluates the savings associated with disabling air handling fan motors and controls valves during unoccupied hours of operation.	Energy Savings
Building Automation Systems			
	Occupancy Schedule Start/Stop	When spaces are unoccupied for portions of the day, it may be feasible to shut down some or all of the air handling Systems. Not only will this measure conserve fan HP, but also it will may greatly reduce or eliminate outside air infiltration, resulting in minimum heating and cooling energy requirements.	Energy Savings
	Night Setback	Automated setback or setup of controlled HVAC equipment at night and / or non-use periods through a local controller, programmable thermostats or a specified Building Management System (BMS).	Energy Savings
	Supply Air Reset	In HVAC Systems, the discharge air is at a constant temperature. Through a Facility Management System, savings can be achieved by resetting the supply to a higher temperature based on internal building space requirements and/or outdoor air temperature.	Improved Comfort Energy Savings


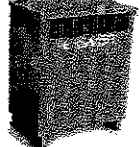



State of West Virginia Correctional Facility

<i>Category</i>	<i>ECM Name</i>	<i>ECM Description</i>	<i>ECM Benefits</i>
Central Heating Systems			
Lighting Systems			
	Fluorescent Fixture Lighting Retrofit	This measure evaluates the savings potential associated with the retrofit and/or replacement of T-12 lighting Systems. The modified fixtures will feature energy savings lamps and electronic ballasts, reducing electric usage and peak kW levels. The new electronic ballasts create less heat thus reducing cooling system loads.	Improved environment, Energy and Maintenance Savings
<i>Category</i>	<i>ECM Name</i>	<i>ECM Description</i>	<i>ECM Benefits</i>
	Install Occupancy Sensors	This measure evaluates the savings potential associated with installing lighting controls, such as dual-technology (motion and heat) occupancy sensors or other lighting control Systems, to de-energize area lighting Systems when unoccupied.	Extended lamp and ballast life, Energy and Material Savings
	Exit Light Retrofit	LED Exit light retrofits will replace the incandescent or fluorescent lighting source with LED. LEDs produce more light per watt consumed than either incandescent or fluorescent lights.	Energy Savings
	Incandescent retrofit with Compact Fluorescent	Compact Fluorescent lights produce more light per watt of energy consumed than incandescent systems.	Energy Savings
Motor Measure			
	Install High Efficiency Motors	Premium High Efficiency pump motors will produce the same amount of work with a reduced input power.	Energy Savings





State of West Virginia Correctional Facility

<i>Category</i>	<i>ECM Name</i>	<i>ECM Description</i>	<i>ECM Benefits</i>
Utility Systems			
	Power Factor Correction	Power factor is defined as the ratio of the real power flowing to the load to the apparent power consumed by the electrical device. Utilizing power factor correction will reduce the electrical utility rate penalty for kVa.	Utility Savings
	High Efficiency Transformers	Installation of newer efficient transformers can provide utility and operational savings by reducing the total transmission & distribution losses inherent in older transformer designs.	Operational Savings, Utility Savings
Water Systems			
	Water Closets and Urinal flush valves	Modern day water closets consume as low as 1.28 gallons per flush (gpf) as compared to many of the older units found in the facilities. Urinal flush valves are also available for reducing water flow from 1.5 gpf to 1.0 gpf.	Water Savings

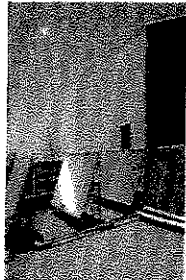



State of West Virginia Correctional Facility

<i>Category</i>	<i>FIM #</i>	<i>ECM Name</i>	<i>ECM Description</i>	<i>ECM Benefits</i>
	#30	Laminar Flow Restrictors	Existing faucet flows can range 2.5 to 3 gpm. Flow is reduced to 1.5 gpm with laminar flow devices. A laminar stream of water "sticks" to an object upon impact, whereas an aerated or untreated turbulent stream will splash. Thus, laminar flow devices provide significant assistance to hand washing effectiveness.	Fresh Water and Hot Water Heating Savings
		Shower Timer Systems	Timed shower systems can effectively control fresh water and hot water heating costs for all facilities with daily usage patterns. Computer-activated controls can be installed to both control and modulate the flow and time of the showers for improved savings.	Fresh Water and Hot Water Heating Savings
Miscellaneous FIM's				
		Envelope Improvements	All facilities experience excess air infiltration, which leads to additional utility costs, uncomfortable perimeter areas for the staff and possible water intrusion. A range of insulating and sealant materials are typically applied to wall / roof junctions, piping penetrations, window and door edges and closures to substantially reduce loss of conditioned air and unwanted infiltration.	Energy Savings



State of West Virginia Correctional Facility

<i>Category</i>	<i>ECM Name</i>	<i>ECM Description</i>	<i>ECM Benefits</i>
Renewable ECM's 	Solar Hot Water	Johnson Controls Solar Hot Water Heating Systems are designed to effectively fulfill an average of 50% of a facility's hot water heating needs, maximizing your return on investment. They can provide hot water for almost any use, including but not limited to service hot water, boiler make-up water and space heating. Installing a Solar Hot Water Heating System is extremely effective in facilities that have constant hot water demands, such as hospitals, dormitories and prisons. Federal and possibly State incentives are available for inclusion of this FIM.	Energy Savings
	Solar Photovoltaic	Photovoltaic energy is the conversion of sunlight to electricity through a photovoltaic cell (PV), a non-mechanical device usually made from silicon alloys. Individual PV cells are electrically connected into a packaged, weather-tight module. Depending on the power output needed, modules can be further connected to form a PV array, essentially a generating plant made up of any number of modules. Federal and possibly State incentives are available for inclusion of this FIM.	Energy Savings

Denmar Correctional Center

	AGE	SQUARE FEET
Main Building	50+ years	60,000 est
Birthing Center	50+ years	9,000 est
Correctional Industries	10 years	12,000 est

	2010	2009	2008	2007	2006
Allegheny Power (main bldg)	\$ 81,102	\$ 63,812	\$ 63,556	\$ 63,818	\$ 60,350
Allegheny Power (Warden Residence)	\$ 2,667	\$ 2,253	\$ 2,174	\$ 2,661	\$ 2,439
Allegheny Disposal (garbage removal)	\$ 18,844	\$ 18,000	\$ 18,380	\$ 13,881	\$ 11,485
LP Gas - Kitchen equipment use	\$ 1,566	\$ 1,860	\$ 3,281	\$ 2,438	
Heating Fuel for buildings	\$ 281,757	\$ 275,780	\$ 404,586	\$ 240,948	\$ 239,226
Water - we operate our own system	0	0	0	0	0

**UTILITY BILLS FOR MOUNT OLIVE CORRECTIONAL COMPLEX
2004 THRU 2009**

ATTACHMENT A

MONTH	July 1, 2008 to June 30, 2009			July 1, 2007 to June 30, 2008			July 1, 2006 to June 30, 2007		
	QUANTITY	DOLLARS	UNIT COST	QUANTITY	DOLLARS	UNIT COST	QUANTITY	DOLLARS	UNIT COST
JULY	970	\$13,842	\$14.27	937	\$10,782	\$11.51	787	\$12,128	\$15.41
AUGUST	1004	\$14,326	\$14.27	1015	\$11,678	\$11.51	1124	\$17,263	\$15.36
SEPTEMBER	1208	\$17,232	\$14.26	1441	\$16,569	\$11.50	1475	\$22,580	\$15.31
OCTOBER	2089	\$29,782	\$14.26	1693	\$19,257	\$11.37	2849	\$38,958	\$13.67
NOVEMBER	5484	\$78,144	\$14.25	4378	\$48,817	\$11.15	4031	\$46,304	\$11.49
DECEMBER	4818	\$69,438	\$14.41	5153	\$57,455	\$11.15	4490	\$51,574	\$11.49
JANUARY	5352	\$76,264	\$14.25	5078	\$56,619	\$11.15	5875	\$67,475	\$11.49
FEBRUARY	2278	\$32,464	\$14.25	6344	\$70,728	\$11.15	5326	\$61,172	\$11.49
MARCH	3132	\$44,640	\$14.25	2780	\$31,008	\$11.15	3114	\$35,776	\$11.49
APRIL	2525	\$35,993	\$14.25	2098	\$23,407	\$11.16	1612	\$18,532	\$11.50
MAY	1225	\$17,475	\$14.27	1350	\$15,070	\$11.16	1145	\$13,170	\$11.50
JUNE	1044	\$14,896	\$14.27	1345	\$17,238	\$12.82	1103	\$12,688	\$11.50
TOTAL GAS	31129	\$444,497	\$14.28	33612	\$378,628	\$11.26	32931	\$397,620	\$12.07

**UTILITY BILLS FOR MOUNT OLIVE CORRECTIONAL COMPLEX
2004 THRU 2009**

MONTH	July 1, 2005 to June 30, 2006			July 1, 2004 to June 30, 2005			July 1, 2003 to June 30, 2004		
	QUANTITY	DOLLARS	UNIT COST	QUANTITY	DOLLARS	UNIT COST	QUANTITY	DOLLARS	UNIT COST
JULY	987	\$11,465	\$11.62	834	\$8,605	\$10.32	1106	\$8,345	\$7.55
AUGUST	729	\$8,513	\$11.68	1261	\$12,923	\$10.25	940	\$7,119	\$7.57
SEPTEMBER	991	\$11,511	\$11.62	1157	\$11,872	\$10.26	1430	\$11,498	\$8.04
OCTOBER	2096	\$26,341	\$12.57	1881	\$20,069	\$10.67	1656	\$15,914	\$9.61
NOVEMBER	5215	\$74,183	\$14.22	3409	\$39,461	\$11.58	3787	\$36,194	\$9.56
DECEMBER	4348	\$61,879	\$14.23	5124	\$59,226	\$11.56	4953	\$47,285	\$9.55
JANUARY	5071	\$72,140	\$14.23	4898	\$56,621	\$11.56	6994	\$66,739	\$9.54
FEBRUARY	4478	\$63,724	\$14.23	6878	\$78,739	\$11.45	3598	\$34,362	\$9.55
MARCH	3589	\$52,956	\$14.76	2638	\$30,356	\$11.51	4183	\$40,431	\$9.67
APRIL	1325	\$20,301	\$15.32	2145	\$24,715	\$11.52	2102	\$21,490	\$10.22
MAY	1393	\$21,334	\$15.32	1336	\$15,459	\$11.57	756	\$7,782	\$10.29
JUNE	1136	\$17,430	\$15.34	821	\$9,612	\$11.71	1391	\$14,238	\$10.24
TOTAL GAS	31358	\$441,777	\$14.09	32382	\$367,658	\$11.35	32896	\$311,397	\$9.47

**UTILITY BILLS FOR MOUNT OLIVE CORRECTIONAL COMPLEX
2004 THRU 2009**

MONTH	July 1, 2008 to June 30, 2009			July 1, 2007 to June 30, 2008			July 1, 2006 to June 30, 2007		
	QUANTITY	DOLLARS	UNIT COST	QUANTITY	DOLLARS	UNIT COST	QUANTITY	DOLLARS	UNIT COST
JULY	9030	\$40,879	\$4.53	7280	\$32,467	\$4.46	8260	\$30,743	\$3.72
AUGUST	7910	\$36,947	\$4.67	8015	\$34,493	\$4.30	8680	\$32,463	\$3.74
SEPTEMBER	7000	\$34,699	\$4.96	7560	\$32,664	\$4.32	5950	\$24,922	\$4.19
OCTOBER	5810	\$29,071	\$5.00	6685	\$29,570	\$4.42	5565	\$23,541	\$4.23
NOVEMBER	6475	\$28,987	\$4.48	5740	\$24,629	\$4.29	5530	\$21,215	\$3.84
DECEMBER	6405	\$27,995	\$4.37	7315	\$27,861	\$3.81	6265	\$22,621	\$3.61
JANUARY	5460	\$26,378	\$4.83	5600	\$24,690	\$4.41	5180	\$20,542	\$3.97
FEBRUARY	6475	\$28,844	\$4.45	5425	\$23,956	\$4.42	4795	\$20,295	\$4.23
MARCH	4235	\$24,337	\$5.75	5845	\$25,054	\$4.29	5915	\$23,082	\$3.90
APRIL	6160	\$29,767	\$4.83	5950	\$24,529	\$4.12	5355	\$22,746	\$4.25
MAY	6685	\$30,586	\$4.58	5985	\$26,480	\$4.42	7140	\$26,752	\$3.75
JUNE	7245	\$34,138	\$4.71	7700	\$34,602	\$4.49	7945	\$30,813	\$3.88
TOTAL ELEC	78890	\$372,628	\$4.72	79100	\$340,995	\$4.31	76580	\$299,736	\$3.91

**UTILITY BILLS FOR MOUNT OLIVE CORRECTIONAL COMPLEX
2004 THRU 2009**

MONTH	July 1, 2005 to June 30, 2006			July 1, 2004 to June 30, 2005			July 1, 2003 to June 30, 2004		
	QUANTITY	DOLLARS	UNIT COST	QUANTITY	DOLLARS	UNIT COST	QUANTITY	DOLLARS	UNIT COST
JULY	7805	\$27,817	\$3.56	7245	\$25,977	\$3.59	6895	\$25,141	\$3.65
AUGUST	7665	\$27,499	\$3.59	7490	\$25,959	\$3.47	7945	\$27,163	\$3.42
SEPTEMBER	6265	\$23,170	\$3.70	6300	\$23,723	\$3.77	5670	\$21,642	\$3.82
OCTOBER	6195	\$23,023	\$3.72	5530	\$20,161	\$3.65	5285	\$19,995	\$3.78
NOVEMBER	5285	\$18,984	\$3.59	5565	\$19,934	\$3.58	5705	\$20,214	\$3.54
DECEMBER	5915	\$20,221	\$3.42	5495	\$18,427	\$3.35	5600	\$19,128	\$3.42
JANUARY	4865	\$18,369	\$3.78	5145	\$18,700	\$3.63	5670	\$19,230	\$3.39
FEBRUARY	5320	\$19,035	\$3.58	4725	\$17,771	\$3.76	4830	\$18,290	\$3.79
MARCH	4585	\$17,094	\$3.73	4445	\$17,125	\$3.85	5040	\$17,659	\$3.50
APRIL	5355	\$19,437	\$3.63	4760	\$18,013	\$3.78	5635	\$20,658	\$3.67
MAY	5600	\$22,545	\$4.03	5355	\$19,476	\$3.64	6930	\$23,780	\$3.43
JUNE	7420	\$25,806	\$3.48	7280	\$26,105	\$3.59	6895	\$24,728	\$3.59
TOTAL ELEC	72275	\$263,000	\$3.64	69335	\$251,371	\$3.63	72100	\$257,628	\$3.57

**UTILITY BILLS FOR MOUNT OLIVE CORRECTIONAL COMPLEX
2004 THRU 2009**

MONTH	July 1, 2008 to June 30, 2009			July 1, 2007 to June 30, 2008			July 1, 2006 to June 30, 2007		
	QUANTITY	DOLLARS	UNIT COST	QUANTITY	DOLLARS	UNIT COST	QUANTITY	DOLLARS	UNIT COST
JULY	39222	\$28,814	\$0.73	35422	\$24,997	\$0.71	35475	\$22,327	\$0.63
AUGUST	31474	\$23,127	\$0.73	48896	\$34,716	\$0.71	33577	\$21,209	\$0.63
SEPTEMBER	32074	\$23,567	\$0.73	37720	\$26,781	\$0.71	31750	\$22,177	\$0.70
OCTOBER	39660	\$29,135	\$0.73	36411	\$25,852	\$0.71	32413	\$20,474	\$0.63
NOVEMBER	35790	\$26,295	\$0.73	40255	\$28,581	\$0.71	37828	\$23,891	\$0.63
DECEMBER	33495	\$24,610	\$0.73	37034	\$26,294	\$0.71	33626	\$21,239	\$0.63
JANUARY	42518	\$31,233	\$0.73	45114	\$32,031	\$0.71	38688	\$24,434	\$0.63
FEBRUARY	36371	\$26,721	\$0.73	36218	\$25,691	\$0.71	38893	\$24,563	\$0.63
MARCH	43183	\$31,721	\$0.73	34260	\$25,172	\$0.73	29428	\$20,771	\$0.71
APRIL	29127	\$22,716	\$0.78	47755	\$35,077	\$0.73	34922	\$24,644	\$0.71
MAY	29030	\$22,641	\$0.78	28552	\$20,982	\$0.73	41473	\$29,446	\$0.71
JUNE	35371	\$27,580	\$0.78	36563	\$26,862	\$0.73	33173	\$23,553	\$0.71
TOTAL WATER	427315	\$318,160	\$0.74	464199	\$333,037	\$0.72	421246	\$278,727	\$0.66

**UTILITY BILLS FOR MOUNT OLIVE CORRECTIONAL COMPLEX
2004 THRU 2009**

MONTH	July 1, 2005 to June 30, 2006			July 1, 2004 to June 30, 2005			July 1, 2003 to June 30, 2004		
	QUANTITY	DOLLARS	UNIT COST	QUANTITY	DOLLARS	UNIT COST	QUANTITY	DOLLARS	UNIT COST
JULY	36617	\$19,773	\$0.54	31663	\$15,091	\$0.48	36182	\$17,242	\$0.48
AUGUST	33512	\$18,118	\$0.54	32060	\$16,789	\$0.52	31309	\$14,923	\$0.48
SEPTEMBER	30028	\$18,048	\$0.60	36947	\$19,345	\$0.52	31953	\$15,229	\$0.48
OCTOBER	32523	\$20,543	\$0.63	29178	\$15,282	\$0.52	35956	\$17,135	\$0.48
NOVEMBER	29716	\$18,772	\$0.63	31132	\$16,303	\$0.52	30648	\$14,608	\$0.48
DECEMBER	34640	\$25,811	\$0.75	35403	\$18,537	\$0.52	30758	\$14,660	\$0.48
JANUARY	34285	\$21,656	\$0.63	32953	\$17,256	\$0.52	34307	\$17,816	\$0.52
FEBRUARY	31403	\$19,836	\$0.63	29883	\$15,650	\$0.52	31478	\$15,003	\$0.48
MARCH	35256	\$22,268	\$0.63	30868	\$16,165	\$0.52	30161	\$14,376	\$0.48
APRIL	30410	\$19,210	\$0.63	28393	\$14,871	\$0.52	40312	\$19,208	\$0.48
MAY	33363	\$21,074	\$0.63	31700	\$17,139	\$0.54	29616	\$16,038	\$0.54
JUNE	35349	\$22,327	\$0.63	28679	\$17,059	\$0.59	34690	\$16,532	\$0.48
TOTAL WATER	397102	\$247,436	\$0.62	378859	\$199,487	\$0.53	397370	\$192,770	\$0.49

**UTILITY BILLS FOR MOUNT OLIVE CORRECTIONAL COMPLEX
2004 THRU 2009**

MONTH	July 1, 2008 to June 30, 2009			July 1, 2007 to June 30, 2008			July 1, 2006 to June 30, 2007		
	SEWER QUANTITY	DOLLARS	UNIT COST	SEWER QUANTITY	DOLLARS	UNIT COST	SEWER QUANTITY	DOLLARS	UNIT COST
JULY	35603	\$19,395	\$0.54	37000	\$19,395	\$0.52	35200	\$15,030	\$0.43
AUGUST	36768	\$19,395	\$0.53	42763	\$19,395	\$0.45	33600	\$15,030	\$0.45
SEPTEMBER	32209	\$19,395	\$0.60	38733	\$19,395	\$0.50	34302	\$17,213	\$0.55
OCTOBER	36088	\$19,395	\$0.54	37296	\$19,395	\$0.52	39067	\$19,395	\$0.50
NOVEMBER	35000	\$19,395	\$0.55	36710	\$19,395	\$0.53	31709	\$19,395	\$0.61
DECEMBER	35294	\$19,395	\$0.55	34622	\$19,395	\$0.56	33626	\$19,395	\$0.58
JANUARY	36753	\$19,395	\$0.53	42171	\$19,395	\$0.46	39705	\$19,395	\$0.49
FEBRUARY	35676	\$19,395	\$0.54	36218	\$19,395	\$0.54	32005	\$19,395	\$0.61
MARCH	33901	\$19,395	\$0.57	37642	\$19,395	\$0.52	34120	\$19,395	\$0.57
APRIL	29200	\$19,395	\$0.66	37602	\$19,395	\$0.52	34900	\$19,395	\$0.56
MAY	29010	\$19,395	\$0.67	35225	\$19,395	\$0.55	37447	\$19,395	\$0.52
JUNE	32375	\$21,420	\$0.66	41250	\$19,395	\$0.47	36174	\$19,395	\$0.54
TOTAL SEWER	407877	\$234,765	\$0.58	457232	\$232,740	\$0.51	418855	\$221,828	\$0.53

Total Sq Ft 484,500

**UTILITY BILLS FOR MOUNT OLIVE CORRECTIONAL COMPLEX
2004 THRU 2009**

MONTH	July 1, 2005 to June 30, 2006			July 1, 2004 to June 30, 2005			July 1, 2003 to June 30, 2004		
	QUANTITY	DOLLARS	UNIT COST	QUANTITY	DOLLARS	UNIT COST	QUANTITY	DOLLARS	UNIT COST
JULY	32600	\$15,030	\$0.46	31486	\$11,925	\$0.38	32580	\$11,925	\$0.37
AUGUST	34937	\$15,030	\$0.43	32834	\$11,925	\$0.36	32630	\$11,925	\$0.37
SEPTEMBER	32559	\$15,030	\$0.46	33772	\$11,925	\$0.35	34812	\$11,925	\$0.34
OCTOBER	31000	\$15,030	\$0.48	31726	\$11,925	\$0.38	33468	\$11,925	\$0.36
NOVEMBER	30505	\$15,030	\$0.49	35346	\$11,925	\$0.34	30400	\$11,925	\$0.39
DECEMBER	32500	\$15,030	\$0.46	35914	\$11,925	\$0.33	32340	\$11,925	\$0.37
JANUARY	34000	\$15,030	\$0.44	29789	\$11,925	\$0.40	32605	\$11,925	\$0.37
FEBRUARY	30512	\$15,030	\$0.49	28730	\$11,925	\$0.42	29328	\$11,925	\$0.41
MARCH	36718	\$15,030	\$0.41	30177	\$12,690	\$0.42	36048	\$11,925	\$0.33
APRIL	33274	\$15,030	\$0.45	28500	\$12,690	\$0.45	34016	\$11,925	\$0.35
MAY	30944	\$15,030	\$0.49	30448	\$15,030	\$0.49	33367	\$11,925	\$0.36
JUNE	34463	\$15,030	\$0.44	32634	\$15,030	\$0.46	32536	\$11,925	\$0.37
TOTAL SEWER	394012	\$180,360	\$0.46	381356	\$150,840	\$0.40	394130	\$143,100	\$0.36

	<u>2005</u>	<u>2006</u>	<u>2007</u>	<u>2008</u>	<u>2009</u>
TRASH	\$57,180.10	\$60,460.35	\$82,013.63	\$93,600.00	\$109,920.00
ELECTRIC	\$262,585.11	\$270,873.11	\$296,917.45	\$295,031.50	\$320,609.96
FUEL OIL	\$741,202.04	\$947,281.30	\$912,100.13	\$1,254,900.88	\$980,997.42
Bldg	Sq Ft	Yr Built			
Main Bldg	279060	1939			
Boiler Room	4000	1975			
Vehicle Maint Garage	7300	1958			
Chapel D	2500	2000			
Water Plant	1200	1900 ?			
Maint/carp Welding	12000	1965			
Prison Industries	10410	1994			
Service Station	264	1900?			
Prison Ind K Bldg	12000	2000			
Multi-Purpose Bldg	24582	1993			
Staff Services	6613	1993			
Vocational Education	15000	1993			
Wardens Residence	1421	1900 ?			
Assoc Wardens Residence	3932	1900 ?			
Guard Quarters	2130	1900 ?			
Bus Mngr Residence	2526	1900 ?			
Sewage Disposal Pit	757	1900 ?			
Indoor Rec Bldg	9112	1988			
Canine Training Center	5000	1900 ?			
Firing Range Building	1000	1900 ?			
Wardens Mens Dwelling	510	1987			
Arts & Crafts Store	576	1900 ?			
Arts & Crafts	2500	2000			

**Pruntytown Correctional Center
Utilities**

	FY 2005	FY2006	FY2007	FY2008	FY2009
Water	59,067.54	61,470.02	56,837.72	53,839.71	61,353.92
Gas	181,888.55	197,331.98	224,260.57	174,936.30	210,971.27
Electric	110,358.72	109,930.80	106,296.61	107,963.28	112,645.47
Garbage	11,462.91	11,641.29	11,815.54	12,943.99	13,419.95
Fire Protection Fee	1,927.20	1,927.20	1,927.20	1,927.20	1,927.20

	Square Footage	Year of Construction	Age
Administration Building #1	25,200	1900	110
Administration Building #2	4,345	1937	73
Arts and Craft #1	880	1900	110
Arts and Craft #2	4,212	1900	110
Barnes School and Hospital	26,700	1952	58
Dog Kennels	960	2008	2
Dining Hall and Old Chapel	6,294	1973	37
Gym	16,976	1954	56
Horse Barn Old Cannery	13,500	1950?	60
Old Potato House	1,050	1953	57
2 Story	2,100	1920	90
Storage/Refrigeration/Medical	12,892	1900	110
Unit 18	4,661	1973	37
Unit 19	4,661	1973	37
Unit 20	21,770	1998-1999	11
Unit 20 Education Building	968	2004	6
Unit 24/Prison Industries/Maint Shop	44,792	1950	60
Unit 25	10,080	1989	21
Unit 25 Education Building	960	2001	9
Unit 25 offices	2,000	2006	4



Department of Energy
Washington, DC 20585

PROJECTS FUNDED BY THE AMERICAN RECOVERY AND REINVESTMENT ACT OF 2009 AND ADMINISTERED BY THE OFFICE OF ENERGY EFFICIENCY AND RENEWABLE ENERGY NOTICE

EFFECTIVE DATE: December 17, 2009

SUBJECT: GUIDANCE ON THE BUY AMERICAN PROVISIONS AS APPLIED TO ENERGY EFFICIENCY AND RENEWABLE ENERGY PROJECTS FUNDED BY THE AMERICAN RECOVERY AND REINVESTMENT ACT OF 2009 AND ADMINISTERED BY THE OFFICE OF ENERGY EFFICIENCY AND RENEWABLE ENERGY

PURPOSE: Provides guidance to financial assistance recipients regarding Buy American Recovery Act provisions under projects funded by the American Recovery and Reinvestment Act of 2009 and administered by the Office of Energy Efficiency and Renewable Energy (EERE).

As of the date of this letter the Department of Energy (DOE) has not issued any category waivers or any waivers for a particular project. If DOE issues any waivers to the Buy American Recovery Act provisions, they will be published in the *Federal Register* and otherwise made available through the DOE website and Project and Contracting Officers.

SCOPE: The provisions of this guidance apply to all recipients, sub-recipients and contractors working on projects using Recovery Act funding. The Buy American Recovery Act provisions only apply to projects funded under the Recovery Act for the construction, alteration, maintenance or repair of a public building or public work. The guidance below is designed to help applicants and recipients determine if their Recovery Act funded project is for the construction, alteration, maintenance or repair of a public building or public work¹.

GUIDANCE: The Buy American provision in the American Recovery and Reinvestment Act of 2009 (section 1605 of Title XVI), provides that, subject to three listed exceptions, none of the funds appropriated or otherwise made available by the Act may be used for a project for the construction, alteration, or repair of a public building or public work unless all the iron, steel, and manufactured goods used are produced in the

¹ For example, if Recovery Act funded projects under the State Energy Efficient Appliance Rebate Program (SEEARP) are not for the construction, alteration, maintenance or repair of a public building or public work, the Buy American Recovery Act provisions would not apply.

United States. The law also requires that this prohibition be applied in a manner consistent with U.S. obligations under international agreements.

Definitions:

An alteration is defined as a limited construction project for an existing building that comprises the modification or replacement of one or a number of existing building systems or components. Alteration means remodeling, improving, extending, or making other changes to a facility, exclusive of maintenance repairs that are preventive in nature. The term includes planning, engineering, architectural work, and other similar actions.

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

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. For example, trees cut down to a 2x4 lumber used to frame a structure would be subject to the Recovery Act Buy American provisions. Similarly, copper piping used to plumb a building would be covered. Other types of manufactured goods that are attached to or fixed to real property (fixtures) are also subject to the provision. Each item must be reviewed separately by DOE to make this determination.

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. (See 2 CFR 176.70(a)(2)(ii).

Determining whether the Buy American provisions under the Recovery Act apply to a particular project will depend on the specific details of an applicant/recipient's project. Once it is determined that the project is for the construction, alteration, maintenance or repair of a public building or public work, then all of the iron, steel and manufactured goods used in the project must be produced in the United States unless one of the three listed exceptions applies and DOE issues a waiver, or a recipient can legally avail itself of the U.S.'s obligations under international agreements.

RECOVERY ACT EXCEPTIONS TO SECTION 1605: The Recovery Act provides three exceptions.

1. The first exception is that applying the Buy American Recovery Act provisions would be inconsistent with the public interest.

The definition of “inconsistent with public interest” shall be interpreted by DOE on a case-by-case basis when considering waiver requests.

2. The second exception is that the iron, steel and relevant manufactured goods are not produced in the United States in sufficient and reasonably available quantities and of a satisfactory quality (“Nonavailability”).

The definitions of “sufficient and reasonably available quantities” and “of a satisfactory quality” shall be interpreted by DOE on a case-by-case basis when considering waiver requests. Applicants and recipients who would like to request a waiver of the Buy American requirements for their project based on its nonavailability, should prepare their request in accordance with the instructions provided in CFR 176.140(c), and summarized below.

3. The third exception is that the inclusion of iron, steel, and manufactured goods produced in the United States will increase the cost of the overall project by more than 25 percent (“Unreasonable Cost”).

The definitions of “sufficient and reasonably available quantities” and “of a satisfactory quality” shall be interpreted by DOE on a case-by-case basis when considering waiver requests.

Applicants and recipients who would like to request a waiver of the Buy American requirements for their project based on unreasonable cost, should prepare their request in accordance with the instructions provided in CFR 176.140(c) and (d) and 176.160(c) and (d), summarized below.

RECOVERY ACT BUY AMERICAN REQUIREMENTS FOR INFORMATION NEEDED FROM FINANCIAL ASSISTANCE APPLICANTS/RECIPIENTS FOR WAIVER REQUESTS BASED ON UNREASONABLE COST OR

NONAVAILABILITY: This section provides specific guidance on the unreasonable cost and nonavailability exceptions. This section does not cover requirements for the public interest exception because there are no statutory or regulatory standards for seeking or granting such a request. DOE will consider all requests for a waiver based on public interest on a case-by-case basis.

Applicants and recipients who would like to request a waiver of the Buy American requirements for their project based on unreasonable cost or nonavailability should prepare their request in accordance with the instructions below. Requests for waivers

based on unreasonable cost or nonavailability should be submitted to the DOE award official, who is the Project Officer assigned to the award in the Award Assistance Agreement. If a Project Officer has not been assigned at the time of the request submission, the request should be submitted to the Contracting Officer for the program under which the award is anticipated. In order to identify the name of the responsible Contracting Officer, applicants should contact the Point of Contact for the Department listed in the Funding Opportunity Announcement (FOA). The Project Officer or Contracting Officer will work with the Buy American coordinator at DOE Headquarters to determine whether to recommend approval of an application for a waiver to the Assistant Secretary of Energy for Energy Efficiency and Renewable Energy.

Certain items have already been determined to be domestically nonavailable on a class basis. They are listed at 48 C.F.R. 25.104(a). If a request includes such items, the applicant should indicate which items are on this list in the request.

General: This information is required for all requests for waivers of the Buy American requirements of the Recovery Act for financial assistance. [Section 1605 of the Recovery Act and 2 CFR 176.140(c) & 176.160(c)]

- Description of foreign and domestic construction materials—[See 2 CFR 176.140(c)(A) & .160(c)(A)]
- Unit of measure—[See 2 CFR 176.140(c)(B) & .160(c)(B)]
- Quantity—[See 2 CFR 176.140(c)(C) & .160(c)(C)]
- Cost—[See 2 CFR 176.140(c)(D) & .160(c)(D)]
- Price/Time of delivery or availability—[See 2 CFR 176.140(c)(E) & .160(c)(E)]
- Location of construction project—[See 2 CFR 176.140(c)(F) & .160(c)(F)]
- Name and address of proposed supplier—[See 2 CFR 176.140(c)(G) & .160(c)(G)]
- Detailed justification for the use of foreign construction materials—[See 2 CFR 176.140(c)(H) & .160(c)(H)]
- Assistance recipient made good faith effort to solicit bids for domestic construction materials/manufactured goods as demonstrated by language in requests for proposals, contracts, and communications w/prime contractor [Section 1605 of the Recovery Act]

Unreasonable Cost: This section lists categories of information required for waivers based on unreasonable cost of domestic construction materials or manufactured goods. The cost of domestic iron, steel, and/or manufactured goods used in the project is

unreasonable when the cumulative cost of such material will increase the overall cost of the project by more than 25 percent. If an applicant is requesting a waiver based on unreasonable cost of domestic construction materials or manufactured goods, the request should include the following information. [See 2 CFR 176.140(b)(3)(i) & 176.140(d)]

If an item on this list is not relevant to the request, please explain the reason for this in the request.

- Price comparison worksheet
- Relevant excerpts from the bid documents used by the contractors to complete the price comparison worksheet
- Supporting documentation indicating the contractor made a reasonable survey of the market, such as a description of the process for identifying suppliers and a list of contacted suppliers

Nonavailability: This section lists categories of information required for waivers based on nonavailability. Nonavailability means that the iron, steel, and/or manufactured good is not produced or manufactured in the United States in sufficient and reasonably available commercial quantities of a satisfactory quality. If an applicant is requesting a waiver based on nonavailability, the following documentation is necessary to demonstrate the available quantity and or quality of the material for which the waiver is requested [See 2 C.F.R. 176.140(b)(3)(ii)]. If an item on this list is not relevant to the request, please explain the reason for this in the request.

- Supplier information or pricing information from a reputable supplier of domestic supplies indicating availability/delivery date for materials
- Documentation of assistance recipient's efforts to find available domestic sources such as a description of the process for identifying suppliers and a list of contacted suppliers
- Project schedule (timeline)
- Relevant excerpts from project plans, qualifications, and permits indicating the required quantity and quality of construction materials
- Statement from the prime contractor confirming the non-availability of domestic construction materials for which the waiver is sought

U.S. OBLIGATIONS UNDER INTERNATIONAL AGREEMENTS: If a recipient can legally avail itself of the U.S.'s obligations under international agreements, it is possible that the iron, steel or manufactured good can be treated as domestic. This

obligation only applies to projects with an estimated value of \$7.4M or more and to projects that are not specifically excluded from the application of those agreements.

If the applicant or recipient is covered by an international agreement [Appendix to Subpart B of 2 C.F.R. 176], and, under the applicable conditions of that international agreement, the iron, steel, and/or manufactured goods are treated the same as domestic products, no waiver is needed to utilize those products.

Eligible recipients, entities covered, and relevant international agreements are listed in the Appendix to Subpart B of 2 CFR 176. Recipients should consult their own legal counsel to determine compliance with the international agreements. DOE is not authorized to determine compliance with the international agreements. Recipients should document their files with evidence of compliance with the international agreements to comply with audit requirements.

It is important to note, as the Appendix indicates, many states have exceptions to the trade agreements depending upon the items to be purchased or the state sub-entity making the purchase. Determining whether an international agreement applies is a complicated task. As such, recipients should consult their legal counsel for assistance in determining whether or not an international agreement applies in their particular case.

LATE REQUESTS: Late requests are defined as requests submitted after the recipient obligates the Recovery Act funds. If the recipient submits a late request for a determination regarding the inapplicability of section 1605 of the Recovery Act (Buy American) after obligating Recovery Act funds (e.g. after the signing of a construction contract), the recipient must also include an explanation of why the request was submitted at that late date. Specifically, the recipient must explain why it could not request the determination before making the obligation or why the need for such determination was not reasonably foreseeable. If the late request is based on lack of reasonably foreseeable circumstances, the recipient should provide sufficient documentation to establish the circumstance were unforeseeable.

CONCLUSION: As stated in the Terms and Conditions of award, recipients must comply with the Buy American Provisions of the American Recovery and Reinvestment Act. This guidance aims to clarify Buy American Recovery Act provisions. Buy American Recovery Act provisions only apply to funds used for a project for the construction, alteration, maintenance or repair of a public building or public work. Determining whether the Buy American provisions under the Recovery Act apply to a particular project will depend on the specific details of an applicant/recipient's project. Once it is determined that the project is for the construction, alteration, maintenance or repair of a public building or public work, then all of the iron, steel and manufactured goods used in the project must be produced in the United States unless one of the three listed exceptions applies and DOE issues a waiver, or a recipient can legally avail itself of the U.S.'s obligations under international agreements As of the date of this letter the

Department of Energy (DOE) has not issued any category waivers or any waivers for a particular project.

Applicants and recipients who have questions about the Buy American Recovery Act requirements as it applies to an award made or pending to them from a program within the DOE's Office of Energy Efficiency and Renewable Energy should submit them to this e-mail box: buyamerican@ee.doe.gov. Applicants and recipients who want to submit a request for a waiver should submit them to their Project or Contracting Officer, who will work with the Buy American coordinator at DOE Headquarters to process the waivers in a timely fashion.

Additional guidance is contained in the **Department of Energy Acquisition and Financial Assistance Guide for the American Recovery and Reinvestment Act of 2009**, located at: http://management.energy.gov/policy_guidance/1672.htm



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



A DESK GUIDE TO THE DAVIS-BACON ACT

Prevailing Wage Requirements for Contractors on Federal Contracts and DBA-Covered Federally Financed or Assisted Construction Projects

Introduction.

The U. S. Department of Energy (DOE) has prepared this Desk Guide for the use of contractors and subcontractors performing work on construction projects under a federal contract, or under a statute authorizing federal financial assistance, that requires the application of Davis-Bacon Act (DBA or the Act) prevailing wage requirements. This Desk Guide may also be used by grantees, subgrantees, and federal personnel to administer their respective roles and functions with respect to the DBA.

The objective of this Desk Guide is to provide simple, non-technical guidance to help contractors and subcontractors better understand their obligations under DBA. This objective supports DOE's policy that proper and consistent implementation of contract labor standards, along with full and open compliance by contractors, promotes good business and effective contracting in terms of price, quality of work, speed of delivery, customer satisfaction, and project success.

The guidance provided in this document does not constitute legal advice or substitute for full and careful review of the contract or agreement requiring application of DBA provisions, and compliance with all applicable statutes and regulations. Questions pertaining to

the labor standards, including wage determinations, applicable to specific projects, contracts, or agreements must be addressed to the designated DOE contracting officer. Questions pertaining to the general application of DBA and other labor standards compliance issues may be referred to the Department of Labor's (DOL's) nearest regional office. In addition, the answers to many questions may be found on various DOE websites listed in Appendix A. This Desk Guide does not address contractor obligations under any state prevailing wage laws. Questions pertaining to the application of, or compliance with, various state labor laws should be addressed to the cognizant agency within each state.

The Desk Guide will be updated as further guidance is received from the Department of Labor, or as circumstances change.



A DESK GUIDE TO THE DAVIS-BACON ACT

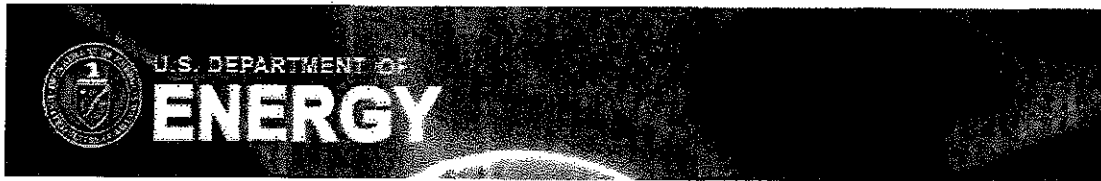
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A DESK GUIDE TO THE DAVIS-BACON ACT

Prevailing Wage Requirements for Contractors on Federal Contracts and DBA-Covered Federally Financed or Assisted Construction Projects

Chapter 1 Statutes, Regulations, Contract Clauses, Responsibilities.

Section 1-1 Labor Statutes Applicable to Federal Contractors.

a. The Davis-Bacon Act (40 U.S.C. 3141-48).

(1) DBA applies to contracts in excess of \$2,000 for the construction, alteration, and/or repair of public buildings or public works, including painting and decorating, where the United States or the District of Columbia is a direct party to the contract. DBA specifies that each covered contract contain provisions, found at Title 29 CFR 5.5, requiring contractors to pay the laborers and mechanics employed on the project's site of the work, on a weekly basis, no less than the wages and benefits that are prevailing in the area as determined by the Secretary of Labor. Construction includes activities performed **on the site of the work** such as preparation for construction (*e.g.*, demolition of existing structures, equipment and material set-up, *etc.*), fabrication of materials, installation of materials, and post-construction clean-up. The federal agency awarding the contract must make the determination that DBA applies to the project and must incorporate the applicable DBA clauses and wage determinations (also referred to as "wage decisions") into the requirements of the contract.

(2) A construction “project” may often involve more than one “contract” if all such contracts are closely related in purpose, time, and place (*e.g.*, preparatory demolition contracts and final interior decorating contracts are often separate from the “construction” contract). DBA will apply to all such individual contracts, regardless of amount, if the overall project is in excess of \$2,000.

b. Davis-Bacon and Related Acts (DBRA).

(1) The Davis-Bacon “Related Acts” are numerous statutes that authorize federal assistance such as contributions, grants, loans, insurance, or guarantees for various programs involving construction, alteration and/or repair of hospitals, housing, sewage and water treatment plants, highways, airports, and similar structures. A DBRA will often include language further defining work that must be covered by the DBA prevailing wage requirements. The American Recovery and Reinvestment Act (Public Law 111-5 February 17, 2009) (Recovery Act) is an example of a DBRA statute. The Recovery Act states, “Notwithstanding any other provision of law and in a manner consistent with other provisions in this Act, all laborers and mechanics employed by contractors and subcontractors on projects funded directly by or assisted in whole or in part by and through the Federal Government pursuant to this Act shall be paid wages at rates not less than those prevailing on projects of a character similar in the locality as determined by the Secretary of Labor....” In order to implement this Recovery Act requirement, the federal agency awarding the contract or providing the funding assistance must first make the determination that DBA applies to the project under the Recovery Act, and must then ensure that DBA clauses and wage determinations are made applicable to the performance of the work.

(2) Where DOE has determined that DBRA provisions apply, “contract” means contracts and subcontracts for construction, alteration, and/or repair awarded under DOE grants, cooperative agreements, technology investment agreements, loans, and loan guarantees authorized by a statute requiring the payment of DBA wages.

c. The Copeland “Anti-Kickback” Act (40 U.S.C. 3145 and 18 U.S.C. 874) (Copeland Act). The Copeland Act makes it unlawful to induce any person working on a federal contract or on a

federally financed or assisted construction project to give up any part of the compensation to which he or she is entitled under his or her contract of employment. The Copeland Act and its regulations require contractors and subcontractors to submit weekly to DOE, as the contracting agency, a copy of all payrolls, along with a weekly “Statement of Compliance” certifying that the contractor has paid the full wages and benefits due the covered workers.

d. The Fair Labor Standards Act of 1938 (29 U.S.C. 201 *et seq*) (FLSA). FLSA covers most workers employed throughout the United States, including non-exempt workers employed on federal contracts. FLSA requires employers to pay their workers no less than the federal minimum wage (\$7.25/hour as of July 24, 2009), and to pay overtime compensation for hours worked in excess of 40 per week. (See Section 3-3 in this Desk Guide for guidance on overtime requirements.) FLSA also restricts the employment of children less than 18 years of age.

e. The Contract Work Hours and Safety Standards Act (40 U.S.C. 3701 *et seq*) (CWHSSA). CWHSSA applies to certain federal contracts (including contracts for services, construction, or supply) that are in excess of \$100,000 and which may require or involve the employment of laborers or mechanics upon a public work. CWHSSA also applies to federally financed and assisted contracts in excess of \$100,000, where a federal law provides wage standards for the work. CWHSSA does not apply to such contracts where the federal assistance is solely in the nature of a loan guarantee or insurance. CWHSSA requires covered contractors to pay overtime compensation to laborers and mechanics (including watchmen and guards). Similar to the provisions in FLSA, CWHSSA requires overtime compensation to be paid at no less than one and one-half times the worker’s basic hourly rate of pay for hours worked in excess of 40 per week. Failure to comply with the overtime requirements under CWHSSA can result in the contracting agency assessing the contractor liquidated damages computed at \$10/day per violation. CWHSSA also requires covered contractors to ensure that their workers are performing in a safe environment.

Section 1-2 Related Federal Regulations.

- a. “Procedures for Predetermination of Wage Rates” (29 CFR Part 1). DOL regulations that govern the determination of prevailing wage and benefit rates under DBA, the publication of DBA wage determinations, and the procedures for obtaining and using timely DBA wage determinations.

- b. “Contractors and Subcontractors on Public Building or Public Work Financed in Whole or in Part by Loans or Grants from the United States” (29 CFR Part 3). DOL regulations that govern the application and enforcement of DBA, DBRA, and the Copeland Act, and detail the requirements under the Copeland Act for weekly payrolls, statements of compliance, and restrictions on payroll deductions.

- c. “Labor Standards Provisions Applicable to Contracts Covering Federally Financed and Assisted Construction (Also Labor Standards Provisions Applicable to Nonconstruction Contracts Subject to the Contract Work Hours and Safety Standards Act)” (29 CFR Part 5). DOL regulations governing the responsibilities of federal agencies to administer and enforce the provisions of DBA and DBRA, including applicable contract provisions and definitions of terms such as construction, public buildings and public works, site of work, laborers and mechanics, apprentices and trainees, wages, and bona fide benefits. These regulations outline federal agency responsibilities and procedures for enforcement of DBA and CWHSSA provisions and procedures for resolving disputes concerning payment of wages.

- d. U. S. Department of Energy Regulations. Regulations concerning DBA provisions that are specific to contractors who are party to a direct contract with DOE may be found at 48 CFR Part 970-2204-1-1.

Section 1-3 Responsibilities.

a. Federal Contracting Agency.

(1) As the federal contracting agency directly awarding a contract or providing federal funding assistance for a construction project, **DOE must determine whether DBA or DBRA applies** to a project and, if applicable, to ensure that the appropriate DBA clauses and wage determination(s) are incorporated into the requirements of the project. These standard DBA clauses may be found at 29 CFR 5.5. Clauses modified with DOL approval for DOE-specific programs may be found as follows:

(a) Weatherization Assistance Program –

http://www2.eere.energy.gov/wip/pdfs/dba_clauses_weatherization.pdf

(b) Non-Weatherization Assistance Program (these clauses do not apply to direct federal contracts, loans under the Advanced Technologies Vehicles Manufacturing Program, or Title XVII loan guarantee programs) –

http://www1.eere.energy.gov/wip/pdfs/dba_clauses_non_wap.pdf

(2) As the contracting agency, DOE has **primary responsibility for the enforcement of construction labor standards** for the contracts, financial assistance, and other agreements it awards. The person designated as the contracting officer, as defined in 29 CFR 5.2, is responsible for ensuring that contractors and subcontractors submit timely certified payrolls consistent with contract terms, and for monitoring labor standards compliance by reviewing pay records and conducting worker interviews. (See Section 5-1 of this Desk Guide concerning Compliance Reviews.) DBA- and DBRA-covered contracts resulting from grants, cooperative agreements, technology investment agreements, loans, or loan guarantees, will specifically identify the responsibilities of recipients, subrecipients, local agencies, guaranteed parties, and contractors to administer and enforce the provisions of DBA, including reporting and recordkeeping requirements; obtaining, maintaining, monitoring, and reviewing payrolls; and assisting DOE in its DBA enforcement responsibilities.

b. Prime Contractor.

(1) The **prime contractor** (often referred to as the **principal** or **general** contractor) is responsible for applying the appropriate DBA and CWHSSA labor standards and DBA wage determinations to all subcontracts for work performed by laborers and mechanics on the site of the work for the project. The prime contractor is also responsible for the labor standards compliance of all contractors on the project, including subcontractors at any level. DOE, as the contracting agency, may withhold on its own action, and shall withhold upon written request of DOL, sufficient monies from accrued payments or advances due the prime contractor as may be necessary to cover any underpayment of wages, fringe benefits, or overtime compensation resulting from violations of DBA and CWHSSA provisions. (Reference 29 CFR 5.5.) Financial assistance recipients must ensure contractor and subcontractor compliance with DBA and CWHSSA provisions as set forth in the applicable financial assistance agreement, and may also withhold sufficient monies from accrued payments or advances as may be necessary to cover any underpayment of wages, fringe benefits, or overtime compensation due as a result of DBA or CWHSSA violations.

(2) Under DBA or DBRA, **“contractor” does NOT include a unit of a state, local, or tribal government where the construction activities are performed by its own employees.** Any contracts awarded under DBRA by a state, local, or tribal government, however, must include DBA provisions and the contractors’ laborers and mechanics will be covered by the DBA requirements.

(3) Many contracts and financial assistance agreements will require the prime contractor to report all subcontracts awarded by the prime contractor. The prime contractor must submit to the contracting officer a completed SF-1413 Statement and Acknowledgment for each subcontract on covered projects within 14 days of the subcontract award. The prime contractor must execute a statement on this form that it has inserted all appropriate labor requirements into its subcontracts, and must include a statement signed by the subcontractor acknowledging that the appropriate clauses have been included in its subcontract. A copy of SF-1413 is included in

the Appendices of this Desk Guide, and is also available at [http://contacts.gsa.gov/webforms.nsf/0/70B4872D16EE95A785256A26004F7EA8/\\$file/SF%201413.pdf](http://contacts.gsa.gov/webforms.nsf/0/70B4872D16EE95A785256A26004F7EA8/$file/SF%201413.pdf).

c. **U. S. Department of Labor. DOL** has authority under Reorganization Plan No. 14 of 1950 to issue regulations, interpretations and opinions, and prevailing wage determinations under DBA/DBRA. DOL will also conduct investigations and take further steps to enforce the provisions of DBA/DBRA such as withholding of contract funds and conducting hearings to consider debarment of contractors found to be in violation. (See Section 5-3 of this Desk Guide concerning the penalties for violation of contract labor standards.)

Chapter 2 DBA Wage Determinations.

Section 2-1 DBA Wage Determinations. As noted above, when a federal contracting agency such as DOE determines that DBA/DBRA are applicable to a construction project, the agency is responsible for ensuring that DBA clauses are incorporated into the contract, along with the applicable **DBA wage determination(s)**. DBA wage determinations are issued by DOL and reflect the wages and benefits found to be prevailing for various classifications of workers in the locality (usually a county or group of counties) covered by each wage determination. Contracting agencies access DOL-published **general wage determinations** on www.wdol.gov and select the appropriate DBA general wage determination for each contract action. The contract or agreement for a covered project will contain clauses that direct the prime contractor and all subcontractors to comply with specific wage determination(s). **Any questions concerning which DBA wage determination is applicable to specific work must be addressed to the DOE contracting officer.**

NOTE: As more fully described below in Section 3-1, a DBA wage determination is selected based upon the location where the work will be performed (“site of the work”) and the nature of the construction project. If a project involves work at multiple sites, each with a different DBA wage determination, the contracting officer must insert the DBA wage determination appropriate for each locality. If work is to be performed in a locality not

previously identified, the contracting officer must modify the contract and incorporate the DBA wage determination appropriate for that locality.

Section 2-2 General Wage Determinations.

a. Description of DBA General Wage Determinations. General wage determinations are issued not only by locality, but for certain types of construction within a locality, often referred to as “schedules.” For example, DOL will issue wage determinations for building construction (construction of sheltered enclosures with walk-in access, including multi-unit residential buildings five stories or more); highway construction (includes construction of roads, sidewalks, runways, alleyways, trails, paths, parking areas, etc.); residential construction (construction of single family homes and up to four-story apartment buildings); and heavy construction (construction of other public works that do not fit within the other schedules). Some localities also have separate DBA wage determinations for projects involving dredging, water and sewer line construction, dams, major bridges, or flood control.

NOTE: Guidance on the appropriate use of wage determinations in each schedule is noted in DOL’s “All Agency Memoranda #130 and #131” found on the WDOL.gov “Library” at <http://www.wdol.gov/aam.aspx>.

b. Projects Involving Multiple Types of Construction. When a project requires different types of construction, *e.g.*, building construction and highway construction, DOE, as the contracting agency, must incorporate the DBA wage determination for each schedule or type of construction if the separate type of construction comprises at least 20% of the total project cost, and/or costs \$1 million or more. If the separate type of construction comprises work that is only incidental to the total project (*i.e.*, less than 20% and costs less than \$1 million), the separate schedule will not be necessary.

Section 2-3 Project Wage Determinations. If the database for DBA general wage determinations does not contain an appropriate DBA wage determination schedule for the particular type of construction to be performed in a specific locality, the contracting agency,

must submit a request to DOL (on SF-308, "Request for Wage Determination") for a **project-specific wage determination**. If virtually all of the work on a contract will be performed by a classification that is not listed on a general wage determination that would otherwise apply, the contracting agency may submit a SF-308 request to DOL for a project-specific wage determination, or may attach the applicable wage determination to the contract and require the contractor to submit to DOL an SF-1444 "Request for Authorization of Additional Classification and Rate" for the missing classification. See Section 3-1 e, of this Desk Guide on "conformances." DOL will issue a wage determination applicable only for that specific project. Project wage determinations are effective for 180 days from date of issuance, and, if not incorporated into an awarded contract prior to expiration, the contracting agency must request a new project wage determination. DOL has issued project wage determinations uniquely applicable to work performed under DOE's Weatherization Assistance Program which is funded under the Recovery Act and covered by DBA. As with the application of DBA general wage determinations, it is DOE's responsibility as the contracting agency to determine the need for and to request a project wage determination from DOL, and to incorporate it into the project's requirements.

Section 2-4 Timely Application of DBA Wage Determinations. The timely applicability of a DBA wage determination, and any modification issued by DOL for that wage determination, to any particular contract action is addressed in 29 CFR 1.6. It is the responsibility of DOE, as the contracting agency, to ensure that the most current DBA wage determinations are applied in accordance with these requirements. Generally, a DBA wage determination selected for a particular construction project is effective for the life of the project unless there is a substantial change in the scope of work. If, however, the contract contains options to extend the term of the contract, the contracting officer must incorporate the most current DBA wage determination in effect on the exercise of that option.

Section 2-5 Posting DBA Wage Determinations. It is the responsibility of the prime contractor to post all applicable DBA wage determinations on the job site in a prominent and accessible location, or to otherwise notify each worker employed on the job site of the wage and

benefits due under DBA. DOL Form WH-1321, "Notice to All Employees," is available at <http://www.dol.gov/whd/programs/dbra/wh1321.htm>.

Chapter 3 Contractor Compliance with Contract Labor Standards.

Section 3-1 Worker Classifications under DBA Wage Determinations.

a. **Construction.** DBA applies to contracts for construction, alteration, and/or repair of public buildings or public works, including painting and decorating. Construction also includes activities such as those performed **on the site of the work** in preparation for construction (*e.g.*, demolition, equipment and material set-up, *etc.*), fabrication of materials, installation of materials, and post-construction clean-up. (Reference 29 CFR 5.2(j).)

b. **Site of the Work.** Under DBA, **laborers and mechanics employed on the site of the work** are covered by the Act. The site of the work is the physical place or places where the building or work called for in the contract will remain, and any other site where a significant portion of the building or work is constructed, provided that such site is established specifically for the performance of the contract or project. Job headquarters, tool yards, batch plants, borrow pits, *etc.*, are part of the site of the work provided they are dedicated exclusively, or nearly so, to performance of the contract or project and provided they are adjacent, or virtually adjacent, to the site of the work. (Reference 29 CFR 5.2(l).)

c. **Laborers and Mechanics.** DBA applies to **laborers and mechanics working on the covered site of the work**. Laborers and mechanics are defined as workers whose duties are **manual or physical in nature** as distinguished from mental or managerial work. Mechanics include workers who use tools or who are performing the work of a particular trade (*e.g.*, carpentry, plumbing, sheet metal work). (Reference 29 CFR 5.2(m).) Laborers and mechanics do not include individuals performing non-manual work such as supervising, engineering, architecture, timekeeping, clerical work, energy audits, electricity usage monitoring, or other administrative functions.

(1) **Guards and Watchmen.** Guards and watchmen who perform no manual duties on the site of the work are not considered to be laborers or mechanics under DBA. Note, however, for purposes of CWHSSA's overtime compensation and safety requirements, the term "laborers and mechanics" includes watchmen and guards.

(2) **Apprentices and Trainees.** Laborers and mechanics include workers who are registered in approved apprenticeship or training programs. Approved programs are those which have been registered with DOL's Employment and Training Administration, Office of Apprenticeship, or registered with a DOL-recognized State Apprenticeship Council. Workers who participate in approved apprenticeship and training programs are provided documentation as evidence of their enrollment. Apprentices and trainees are paid wage rates in accordance with the provisions listed in the approved program. The rates are generally listed as a percentage to be applied to the wage rate listed in the applicable DBA wage determination for journeymen working in a particular classification. (Reference 29 CFR 5.2(n).)

(a) Under DBA, a **contractor must pay no less than the full wages and benefits of a journeyman**, as listed on the applicable wage determination, **to any worker who is not registered** in an approved program, **or to any worker for whom the contractor has no documentation** evidencing the worker's enrollment in an approved program. Contractors and subcontractors are responsible for obtaining proper documentation to support designating a worker as an apprentice or trainee.

(b) The wage rates listed in an apprenticeship and training program are generally expressed as a **percentage of the journeyman wage rate** for a specific period of time, increasing as the worker progresses through the program (example: 0-6 months 65%; 6 months to 1 year 70%). Apprenticeship programs also **restrict the ratio of apprentices to journeymen** working on a job site in a specific classification. Example: An approved program permits no more than three apprentice plumbers for each journeyman plumber working on the job site. If a contractor or subcontractor employs apprentices in excess of the ratio, all apprentices employed in excess of the ratio are not considered apprentices and are subject to the full journeyman wage requirements. As a practical enforcement policy, DOL will consider the first three apprentices (in

this example) employed within the ratio, and workers that are employed subsequent to reaching the ratio will be due back wages to bring them to the DBA-required wage rate. (Reference DOL's *Field Operations Handbook*, Chapter 15, 15e01, at www.wdol.gov, "Library.")

(3) **Helpers.** "Helpers" under DBA are permitted only if the helper classification is listed on the contract's DBA wage determination. The duties of a helper are clearly defined by area practice within the locality, and are distinct from the duties of any other classification on the wage determination. If the classification of helper is not listed on the wage determination applicable to the work, the contractor must obtain approval from DOL for the use of that classification through the conformance process described in Section 3-1e of this Desk Guide on "Unlisted or Additional Classifications." A conformance request for a helper rate will only be approved by DOL if the contractor submitting the request includes information showing that helpers are a separate and distinct classification from other classifications on the wage determination, and that use of helpers is a prevailing practice in the specific construction industry in the locality.

(4) **Working Foremen.** Foremen or supervisors who regularly spend more than 20% of their time performing the duties of a laborer or mechanic on the site of the work, and who do not meet the exemption criteria under 29 CFR Part 541, are **covered by DBA for the hours spent performing the construction work**, and must be paid at no less than the appropriate wage rate for the classification of the work being performed by the working foreman. The other, non-construction hours spent by a supervisor or foreman directing the work of others, or performing other non-manual work such as timekeeping and reporting, are not covered by DBA.

(5) **Suppliers.** The manufacture and delivery to the work site of supply items such as sand, gravel, lumber, concrete, paint, and other materials, when accomplished by regular suppliers to the public in general, are activities not covered by DBA. However, if the material supplier's laborers and mechanics, in the course of delivering the products, perform more than an incidental amount of construction work at the job site, those laborers and mechanics are subject to DBA wages and benefits for the hours performing such work on the job site.

(6) **Self-Employed Subcontractors.** The statutory language of DBA requires that all laborers and mechanics employed directly on the site of the work be paid no less than the predetermined wages “**regardless of any contractual relationship which may be alleged to exist between the contractor or subcontractor and such laborers and mechanics.**” (Reference 40 U.S.C. 3142(c)(1).) Under DBA, the term “employed” is not necessarily limited to “employee” and, therefore, may encompass certain independent contractors or workers. Self-employed “independent contractors” (often referred to as “1099 workers”) who perform as laborers or mechanics on a covered project are subject to DBA. The prime contractor must ensure that the “independent contractor” receives no less than the applicable DBA wage rate for the hours worked on the site of the work, and must ensure that such worker is reported on the certified payroll each week. However, an exception may apply to bona fide business owners – defined as any employee who owns at least 20% equity interest in the enterprise and who is actively engaged in its management – may be considered exempt under 29 CFR 541 even though they are themselves performing the work of a laborer or mechanic on the covered project. DBA would, therefore, not apply to these workers. Prime contractors are cautioned to consider use of this exemption carefully, and to seek advice from the nearest DOL Wage and Hour regional office (listed at <http://www.dol.gov/whd/whdkeyp.htm>) if they have questions. (See subparagraph 1-3b.(3) of this Desk Guide on the requirement to report subcontractors.)

(7) **Owner/Operators of Construction Equipment.** Except as noted below, owner-operators of equipment employed on the site of the work by covered construction contractors or subcontractors must be recognized as DBA-covered laborers or mechanics and must be paid in accordance with the applicable DBA wage determination for the hours worked on the job site.

(a) The exception to this rule is DOL’s administrative policy that DBA and CWHSSA do NOT apply to **bona fide owner-operators of trucks** or other hauling equipment who are employed as independent contractors performing such activity on the site of the work. DOL policy requires contractors and subcontractors to note these individuals on the certified payrolls by name, dates of work, and the notation, “Owner-Operator.” It will not be necessary to record the owner-operator’s hours or wages.

NOTE: Workers employed as truck drivers (NOT owner-operators of trucks or other hauling equipment) driving on the site of the work are subject to DBA and CWHSSA. For further information concerning the application of DBA and CWHSSA to truck drivers, contact the nearest DOL Wage and Hour regional office (<http://www.dol.gov/whd/whdkeyp.htm>).

(b) The exception does NOT apply to owner-operators of equipment other than “hauling.” Therefore, owner-operators of equipment such as bulldozers, backhoes, drilling rigs, welding machines, and similar equipment are covered by DBA provisions. (Reference DOL’s “Significant All Agency Memoranda from the Administrator,” and *Field Operations Handbook*, Chapter 15, Section 15e, www.wdol.gov “Library.”)

(8) **Volunteers.** There are no exceptions to DBA coverage for volunteer labor unless an exception is provided for in a specific DBRA. The Recovery Act, one of the DBRA statutes applied to various projects funded or assisted through DOE, does NOT have any exception from DBA requirements for volunteer labor. Therefore, a Recovery Act-funded project requires that **all workers on the job site receive no less than full DBA wages and fringe benefits.** Questions concerning the use of volunteer labor on a Recovery Act-funded project must be addressed to the contracting officer.

d. Area Practice and Worker Classifications. The DBA wage determination is simply a listing of worker classifications and the basic hourly wage and fringe benefit rates that DOL has determined to be prevailing in the locality for each classification. Those rates must be paid to anyone performing work within those classifications on a covered project in that locality. The classifications are not generally defined by skill level or years of experience. Any worker performing work within the classification is subject to the wages and benefits for that classification regardless of skill or years of experience.

(1) There are no nationwide standard classification definitions under DBA. The proper classification of work performed by laborers and mechanics is that classification used by firms whose wage rates DOL determined to be prevailing in the area. While the duties of many classifications are usually clear (*e.g.*, plumbers, carpenters, painters, *etc.*), in some localities the

contractor must determine the “prevailing area practice” in order to properly classify a worker. A survey of the firms performing similar construction work in that locality will provide the prevailing definition for each classification.

(2) If the DBA wage determination notes that the wage survey demonstrated that work in a particular construction classification in a locality is primarily performed by individuals represented by labor organizations, DOL will publish as the DBA minimum requirement the wage and benefit requirements found in the union agreements. The union contractors’ area practice would be used to define worker classifications. If a classification within a locality is not union-prevailing, DOL will publish the average resulting from its survey of rates paid to workers in a classification, and the definition of each classification will be determined by the prevailing area practice of firms performing such work within the survey.

(3) **Prime contractors and subcontractors performing work on a covered project are responsible for classifying each worker properly in accordance with the applicable wage determination.** Questions pertaining to classifications within a locality should be addressed to the nearest DOL regional office (listed at www.dol.gov/whd).

e. **Unlisted or Additional Classifications.** DBA wage determinations reflect the wages and benefits determined to be prevailing in a particular locality, based upon survey information provided to the Secretary of Labor. The survey information may not always be complete, and some wage determinations may not list a classification that is needed in the performance of the contract. If a worker classification needed on the project is not listed on the DBA wage determination, the contractor will need to request DOL’s approval of an **additional classification and the wage/benefit rate proposed for that classification.** The procedures for obtaining approval of an additional classification are found in DOL regulations 29 CFR 5.5(a)(1)(ii), and in the contract clauses. The process is also known as a “conformance” because the contractor is required to classify the unlisted worker classification “in conformance with” the classifications and rates that are listed on the wage determination.

(1) The contractor's "conformance" request is **submitted in writing** through the contracting officer to DOL. **Subcontractors must submit their requests through the prime contractor** to the contracting officer. Generally, contractors will complete and sign an **SF-1444, "Request for Authorization of Additional Classification and Rate"** (copy included in this Desk Guide and available at www.wdol.gov/library.aspx), providing the contractor's information, contract information, the job title and a full description of duties, any information on "area practice," the contractor's proposed wage and benefit rates, and any other information that will support the request. The contractor is not obligated to use the SF-1444 form, but must provide the same information that is requested in that form. The request for approval must be submitted within 30 days of initial employment of workers in the additional classification.

(2) If the contractor has already employed workers in the proposed additional classification, the contractor's SF-1444 request should include the signature of each worker in that classification, noting whether they concur or disagree with the contractor's proposed rates. If the contractor's request is submitted to DOL through the contracting officer prior to employment of the workers in the classification, it would not include employee signatures.

(3) The completed request is then submitted by the contractor to DOE, as the contracting agency. The contracting officer must sign the request, either concurring or disagreeing with the contractor's proposal. If a worker or the contracting officer disagrees with the contractor's proposed additional classification or rate, a statement must be attached providing and supporting an alternate recommendation. DOE does not have authority to approve or reject a contractor's request for approval of an additional classification. Only DOL has this authority.

(4) **Tips for Obtaining DOL's Approval of Additional Classifications.** DOL cannot approve a contractor's request to add a classification to a DBA wage determination applicable to a specific project unless the contractor submits complete and proper information with the request. Some tips below will help in deciding what information is required.

(a) If a contractor is requesting DOL approval of a "**Helper**" classification, the request should provide sufficient information that the "Helper" classification is the "area

practice” for that locality (*i.e.*, that the helper duties are clear and distinct from other classifications and use of the classification is prevailing in the particular locality).

(b) The contractor must ensure that the work to be performed by the additional classification is not part of the work routinely performed by another classification already listed on the wage determination. DOL will not approve a request based upon splitting the duties of a classification that is already listed on the wage determination in order to create a classification at a lower wage rate.

(c) The proposed wage and benefit rates for the proposed additional classification should bear a reasonable relationship to the wage rates listed on the wage determination. The proposed rates for a new skilled classification should be no lower than the wage rate of the lowest skilled classification listed on the wage determination. The contractor or subcontractor must pay the worker in the requested classification no less than the wage rate proposed in its conformance request, pending DOL’s approval of the rate.

(d) DOL may request additional information before issuing an approval or denial of the contractor’s request. Prompt and complete response to DOL’s request will help in quickly resolving any questions. Disagreements on the contractor’s proposal from either the worker or DOE, as the contracting agency, will be resolved by DOL.

(5) DOL will respond to the contractor’s request for approval of an additional classification by written notification to DOE, as the contracting agency. DOE will then notify the contractor of DOL’s decision. If DOL denies the contractor’s proposed wage or benefit rate, and directs rates in excess of the initial proposal, the contractor must pay the worker(s) no less than the approved rate retroactive to their initial work on the job site in that classification. The DOE contracting officer, either directly or through the financial assistance recipient, will request written confirmation from the contractor of its full and retroactive compliance with DOL’s decision.

(6) Questions concerning the use of unlisted or additional DBA classifications should be referred to the nearest DOL regional office.

Section 3-2 Payment of DBA Wages and Benefits.

a. **Weekly Payrolls.** The DBA statute and regulations require that all laborers and mechanics employed under DBA “will be **paid unconditionally and not less often than once a week**, and without subsequent deduction or rebate on any account . . . except as permitted . . .” by requirements such as taxes or garnishments, or a worker’s voluntary agreement. (Reference 29 CFR 5.5(a).)

b. **Recordkeeping and Timecards.** It is the contractor’s responsibility to **keep and maintain accurate records of the hours worked** and the classification of work performed by each worker. Errors should be corrected promptly, with prompt payment of any back wages or benefits that may be due the worker as a result of the error. Failure to maintain complete and accurate pay, benefit, and time records may result in an investigation to determine the contractor’s status of compliance with the contract labor standards.

NOTE: It is the responsibility of the prime contractor or the financial assistance recipient to ensure that DOL’s DBA poster (WH-1321) and applicable DBA wage determinations are posted on the job site in a prominent and accessible place where they can be seen by the workers. The poster can be downloaded from DOL’s website at www.dol.gov/whd/regs/compliance/posters/davis.htm.

c. Basic Hourly Wage and Benefit Rates.

(1) DBA wage determinations list the various classifications of laborers and mechanics and the basic hourly wage rates that are found to be prevailing in each locality as determined by DOL’s surveys. Many DBA wage determinations also list hourly fringe benefit rates that must be paid to each worker in addition to the basic hourly wage rate. Contractors must ensure that **each**

worker receives no less than the sum of the basic hourly wage rate and the hourly fringe benefit rate listed on the applicable wage determination for the worker's classification.

NOTE: If a DBA wage determination lists the wages and benefits for a particular classification as "\$20.00" and "\$3.00 + 3%," the contractor must pay at least the basic wage rate of \$20.00, and the hourly benefit rate of \$3.00 plus 3% of the basic hourly wage rate (or \$.60). The percentage is always applied to the basic hourly wage rate. The contractor must pay no less than \$23.60/hour for this worker.

(2) A contractor may discharge its obligation to each worker by paying the total wage and fringe benefit requirement in cash, or by providing a combination of wages paid in cash along with providing bona fide fringe benefits paid by the contractor such as health and life insurance premiums, retirement and savings contributions, vacation and other paid leave plans. (See Section 3-2f of this Desk Guide, "Payment of DBA Fringe Benefits," for references pertaining to "bona fide fringe benefits.")

(a) **Example:** The DBA wage determination requires \$18.00/hour basic hourly wage rate, and \$3.00/hour fringe benefits, for a total obligation of \$21.00/hour for the worker. The contractor may pay the entire \$21.00/hour in cash to the worker. Or, the contractor may pay \$18.00/hour in cash and provide a bona fide health insurance plan that costs the contractor \$3.00/hour in premiums. Or, the contractor may pay \$20.00/hour in cash and provide \$1.00/hour in benefits. Or, the contractor may pay \$16.00/hour in cash, and provide \$5.00/hour in fringe benefits.

(b) Contractors are obligated to record and report the type of payments made each week to meet their DBA requirement for wages and fringe benefits for each worker – payments made in cash to the worker in lieu of providing a fringe benefit plan; payments made to provide plans for each worker; and any combination of cash and benefit plan provided to each worker. (See Section 3-2f of this Desk Guide on payment of DBA fringe benefits, and Chapter 4 on preparing certified payrolls.)

d. **Workers Performing at Two or More Classifications.** Contractors are required to maintain complete and accurate records of the hours worked by each worker, including identifying the hours worked by a worker at two or more classifications. The worker must be paid no less than the DBA wage rate for each of the hours worked at each classification. Failure to record the hours worked at each classification will result in DOL requiring the contractor to pay all hours worked that week at the highest of the multiple wage rates. (See Section 3-3c of this Desk Guide on the proper computation of overtime compensation for a worker working at multiple wage rates.)

e. **Payment of Piecework Rates, Salaries, or Other-Than-Hourly Rates.**

(1) Some workers may be hired on the basis of “**piecework rates.**” For example, a drywall hanger may be paid based upon the square feet of sheetrock hung, or a roofer may be paid on the basis of the number of square feet of roofing completed; or painters may be paid on the number of units or square feet painted each week. Other workers may be hired on the basis of an hourly rate plus piecework accomplished each week, or even paid on the basis of a **fixed salary** each week.

(2) Under DBA, the piecework or salaried **worker must still receive no less than the DBA minimum wages and benefits** for each covered hour worked each week. Therefore, the contractor must maintain accurate records of hours worked by each worker each week, and ensure that the worker receives no less than the DBA minimum for each hour worked regardless of pay method. **If the piecework or salary is not sufficient** to cover the DBA requirement for all covered hours that week, the **contractor must provide additional pay for that week** to bring the worker’s wages up to the minimum requirement. Each week will stand on its own, and any payments to the worker in excess of the DBA requirement in one week cannot be allocated to cover any underpayments of the DBA requirement in another week.

(3) Example: A laborer on a covered project is subject to \$20.00/hour DBA wage rate. He works a total of 35 hours in Week #1, which would require a DBA minimum of \$700.00 for that week. His pay is computed at a piecework rate that yields a total gross wage of \$1,000.00 for that

week. He has, therefore, earned more than the minimum requirement under DBA. In Week #2, the worker works 45 covered hours and his piecework pay is computed at \$800.00. Total weekly pay for Week #2 is divided by total weekly hours, and equals \$17.78/hour – short of the DBA requirement of \$20.00/hour. The contractor must then pay the worker the \$800.00 in piecework pay, plus an additional \$100.00 to ensure that the worker receives the full DBA rate for all hours worked. The piecework wages paid in excess of the DBA minimum for Week #1 cannot offset the underpayment in Week #2. Salaried workers are computed the same way, each week.

NOTE: See Section 3-3c in this Desk Guide for information on computing proper FLSA and CWHSSA overtime compensation for workers employed at other than hourly wage rates.

f. Payment of DBA Fringe Benefits.

(1) DBA wage determinations often list both a basic hourly wage and a fringe benefit rate that must be paid to covered workers. The fringe benefit rate is usually listed as an hourly amount which must be paid for all hours worked each week, including overtime hours.

(2) Fringe benefits include contractor payments for life and health insurance premiums; retirement contributions; vacation, holiday, sick, and other paid leave; and other **bona fide benefit plans**; or equivalent payments to the worker in cash. The criteria used to determine whether a fringe benefit is bona fide under DBA are described in detail at 29 CFR 5.20 through 5.29, and in the DBA statute itself at Section 3141, Definitions. DOL's *Field Operations Handbook*, Chapter 15, Section 15f, also provides details on defining bona fide fringe benefits (<http://www.dol.gov/whd/FOH/index.htm>).

(3) Fringe benefits **do not include** contractor payments required by other federal, state, or local laws such as taxes (*e.g.*, Social Security), workers compensation, or state disability insurance requirements. Fringe benefits also **do not include** payments made to or on behalf of workers for transportation expenses, board and lodging, or required uniforms or tools. These are customarily business expenses of the contractor and not a fringe benefit for the worker.

(Reference 29 CFR Part 5, Subpart B, for guidance on providing bona fide fringe benefits under DBA.)

Section 3-3 Overtime Compensation.

a. DBA requires a contractor to pay no less than the minimum wage and fringe benefit listed on the applicable wage determination for each covered hour worked each week. DBA has no overtime (OT) compensation requirements. However, most contractors performing work on these projects are required by FLSA to pay OT compensation at time and one-half the worker's "regular rate of pay" for the hours worked in excess of 40 each week.

b. CWHSSA, applicable to laborers and mechanics (including guards and watchmen) on covered projects, also requires contractors to pay OT compensation for hours worked in excess of 40 hours each week, counting only those hours worked on CWHSSA-covered contracts during that week. CWHSSA does not have a site of the work limitation on coverage. All hours worked on covered contracts, including hours worked on the contract at off-site locations, are combined for the purpose of determining CWHSSA obligations.

(1) Overtime compensation under CWHSSA is computed on the basis of time and one-half the employee's basic hourly rate of pay, or the employee's "regular rate of pay" (if he works at two or more classifications with different hourly wage rates or is paid on a basis other than hourly). The basic hourly rate used for computing CWHSSA overtime compensation can never be less than the basic hourly wage rate required by the applicable DBA wage determination excluding any fringe benefits listed.

(2) Cash payments made to a DBA/CWHSSA worker for the purpose of meeting DBA fringe benefit requirements are not included in determining the basic hourly rate of pay for overtime purposes. See the example at paragraph c. (5) below.

c. A worker's "regular rate of pay" is determined by dividing the worker's total compensation each week by the worker's total number of hours worked that week (including both DBA-

covered hours and non-DBA hours worked, *i.e.*, hours worked under FLSA). Additional information on overtime requirements and regular rate of pay can be found at 29 CFR Part 778.

Examples:

(1) If a worker works 45 hours in a week and is paid \$20.00/hour for all hours worked that week, the contractor is obligated to pay an additional \$10.00/hour for the five hours worked in excess of 40 that week.

(2) A second worker works only at **piecework** on a contract. The minimum DBA wage rate is \$15.00/hour. In Week #1, the worker works a total of 45 hours in a week, and earns a total of \$1,000 in piecework. His regular rate of pay will be \$1,000.00 divided by 45 hours, or \$22.22/hour for that week. The piecework more than meets the DBA minimum wage for all hours worked. For overtime requirements, the contractor must also pay the worker an additional \$11.11/hour (one-half of the \$22.22 regular rate) for the five hours over 40 that week.

(3) A third worker works **two different classifications in one week** – 25 hours at \$17.00/hour and 20 hours at \$20.00/hour. His straight-time pay will be 25 times \$17.00 or \$425.00, plus 20 times \$20.00 or \$400.00, for a total straight-time pay of \$825.00 that week. His overtime compensation will be computed at \$825.00 total, divided by 45 hours, which equals a regular rate of pay of \$18.33/hour. The contractor must pay this worker an additional \$9.16/hour for the five hours over 40 that week.

(4) A fourth worker works on a **salary basis**, a fixed amount for each week regardless of straight-time hours or work production. He is a mechanic and therefore not exempt from the requirements of DBA minimums or FLSA/CWHSSA overtime compensation. The salary is \$1,000/week. The DBA minimum for his classification is \$20.00/hour. In Week #1, this worker works 50 hours. His regular rate of pay is \$20.00/hour ($\$1,000 / 50 \text{ hours} = \$20.00/\text{hour}$). The contractor has met the DBA minimum wage requirement. The contractor is now required to pay an additional \$100.00 (one-half of the regular rate of pay = $\$10.00 \times 10 \text{ OT hours}$) in OT compensation, for a total weekly compensation of \$1,100.00. In Week #2, the worker works 60

hours. His regular rate of pay is now \$16.67/hour ($\$1,000 / 60 \text{ hours} = \$16.67/\text{hour}$). The contractor is therefore required to bring the worker up to the DBA minimum wage requirement of \$20.00/hour by paying an additional \$3.33/hour (DBA rate of \$20.00/hour less \$16.67/hour paid), times 60 hours worked, or \$199.80. The worker's regular rate of pay is now \$20.00/hour, and the contractor must now compute the additional OT compensation due. He owes an additional \$200.00 (one-half the regular rate of \$20.00 equals \$10.00/hour, times 20 OT hours, or \$200.00). Total wages due this worker for this week are the \$1,000.00 salary, plus \$199.80 to bring him to the DBA minimum, plus OT compensation of \$200.00, or a total of \$1,399.80 for this week.

(5) A fifth worker works in a classification that requires \$20.00/hour DBA wage rate and \$3.00/hour DBA fringe benefits. The contractor pays for all of this in cash payments each week (reporting on the WH-347 that he pays \$20.00/\$3.00 in Column (6) of the report). The contractor's obligation for overtime compensation will be time and one-half the basic wage rate on the DBA wage determination (\$20.00), or an additional \$10.00/hour for each of the hours worked in excess of 40 per week. If the worker works 45 hours in Week #1, the contractor is obligated to pay 45 hours times \$20.00/hour DBA basic hourly rate; plus 45 hours times \$3.00/hour DBA fringe benefits; plus five hours times \$10.00/hour for overtime compensation, for total earnings that week of \$1,085.00.

d. Reference 29 CFR 778 for further guidance on paying OT compensation, and reference DOL's website at www.dol.gov/whd, "Overtime." Questions may also be addressed to DOL's nearest regional office.

Section 3-4 Payroll Deductions. DBA, Copeland Act, and related regulations require contractors and subcontractors to pay all laborers and mechanics ". . . **unconditionally and not less often than once a week, and without subsequent deduction or rebate on any account . . . except as permitted . . .**" (Reference 29 CFR Part 3 concerning allowable payroll deductions.) Allowable deductions include withholding for income taxes, worker share of Social Security tax, wage garnishments or payments for judgments legally imposed against the worker by an appropriate authority (*e.g.*, a court), and any legally-permissible deduction voluntarily

authorized by the worker such as insurance premiums, retirement contributions, savings contributions, and similar payments. The Copeland Act prohibits contractors from requiring workers to kick-back (*i.e.*, give up) any earnings due them under DBA or CWHSSA. Contractors are cautioned to accurately record any and all deductions from workers' earnings, and to maintain records supporting the authorization of any deductions from a worker's earnings. (See Section 4-2f of this Desk Guide on reporting deductions.)

Chapter 4 DBA Certified Payrolls.

Section 4-1 Wage and Fringe Benefit Reporting Requirements.

a. DBA requires covered contractors to pay their workers not less than DBA-required wages and fringe benefits, in full, **on a weekly basis**.

b. The Copeland Act and DBA regulations require contractors to **provide payroll information** each week to the contracting agency, listing the workers on the project, including work classifications, hours worked, wage rates, benefits, overtime compensation, total wages paid, and information related to payroll deductions. The basic information required is almost identical to the information already required of contractors by the IRS, DOL, and other federal and state agencies concerned with various taxes, hours worked, wages and benefits paid, and similar contractor requirements.

NOTE: Contractors performing covered work with financial assistance funds through grants, loans, *etc.*, must submit certified payroll information to the financial assistance recipient in accordance with the terms of the applicable contract.

c. In addition, the Copeland Act requires DBA-covered contractors to provide a signed **"Statement of Compliance"** (or **"certified payroll"**) certifying that the weekly payroll information is correct and complete and that each laborer and mechanic has been paid not less than the DBA prevailing wage and benefit rate for the work performed that week.

d. The **due date** for each certified payroll to be submitted to DOE, as the contracting agency, or to the financial assistance recipient in accordance with the contract, is **no later than one week after each weekly pay date**. (For information regarding penalties for failure to submit certified payrolls or for falsification of payroll information, see Section 4-4b of this Desk Guide.)

e. The **prime contractor is responsible for the timely submission to DOE of certified payrolls for all subcontractors**. The prime contractor is obligated to notify all subcontractors of the labor provisions of the contract and to ensure that each subcontractor submits timely, accurate and complete certified payrolls.

NOTE: Financial assistance recipients must provide DOE certified payrolls consistent with the terms of the applicable contract.

f. DOL's Form WH-347, "Payroll," and instructions for completing it, can be found in a fillable PDF format at www.dol.gov/whd/forms/index.htm. The second page is used to report information about payment of fringe benefits and contains the "Statement of Compliance."

g. Form WH-347 is recommended for contractor use. Contractors may, however, provide another payroll reporting format as long as the payroll information is identical to that required by WH-347, and the "Statement of Compliance" contains the same certification language. Each separate page and attachment to a report must include the contractor's name, the project number, the week-ending date for the report, and the sequential payroll number.

Section 4-2 Completing Certified Payroll Form WH-347.

a. **Name of Contractor/Subcontractor and Address**. Check the box noting the category (contractor or subcontractor) of the reporting contractor and insert the contractor's complete name and address.

b. Payroll No. Each payroll report must be numbered, beginning with “#1” as the first payroll submitted by the reporting contractor for the first week in which it employs covered workers on the site.

c. For Week Ending. Each contractor must establish a fixed workweek period of seven consecutive days (e.g., Monday through Sunday; Sunday through Saturday). The hours worked by each laborer and mechanic during that workweek must be reported on each weekly payroll, along with wages and benefits paid for that week.

d. Project and Location. A brief description of the project name and the location where the work is performed (include the county or counties).

e. Project or Contract No. Prime contractors will report the number of the contract/project awarded to them; subcontractors may use the same number if they have it, or use the number of their subcontract with the named prime contractor.

f. Worker Information.

Column (1) **Worker name and worker identifying number** (or last four digits of worker’s Social Security Number – do **NOT** report the worker’s full SSN).

NOTE: Contractors are required by DBA, FLSA, and many other statutes to maintain accurate records of worker addresses and full SSNs. The WH-347 certified payroll reports that are required under DBA/Copeland Act do not require reporting worker addresses and full SSNs. Contractors must provide this information in a separate report if requested to do so during a compliance review.

Column (2) **Number of withholding exemptions.** This information may be reported for the contractor’s convenience in computing withholding taxes, or the column may be left blank.

Column (3) **Worker classification(s)**. List the classification of work actually performed by each laborer and mechanic. If a worker works at more than one classification within a single week, show each classification separately for that worker, along with the hours worked and hourly rate of pay for each classification.

NOTE: Workers properly documented and employed as **apprentices** or **trainees** must be reported as such with the classification in which they work (example: “Plumber/Apprentice”), and supporting documentation evidencing the worker’s enrollment in an approved program must be attached to the first certified payroll reporting their hours worked on the project. (See Section 3-1 on Apprentices and Trainees.)

Column (4) **Workweek**.

(a) At the head of the column each contractor must note the **days of the week** that constitute the established seven-day **workweek** (e.g., “S-M-T-W-T-F-S” or “T-W-T-F-S-S-M,” etc.). In the box below the day of the week, note the **date** for each day reported (e.g., 25th, 26th, 27th, etc.). A workweek is a fixed and regularly recurring period of seven consecutive 24-hour periods. It need not coincide with the calendar week. (Reference 29 CFR 778.105.)

(b) In the boxes below the dates, report **only** the hours worked each day **on this covered project**, noting in the boxes marked “S” the straight-time hours worked, and in the boxes marked “O” the overtime hours worked. Do not include hours worked on any other project.

(c) Overtime hours reported in Column 4 (and totaled in Column 5) on the WH-347 are those hours worked on the covered project in excess of 40 hours in any workweek.

NOTE: Overtime Compensation. Reference Section 3-3 of this Desk Guide for information on meeting the requirements for overtime compensation under FLSA and CWHSSA.

Column (5) **Total hours** worked for the week **on this project**.

Column (6) **Rate of Pay**. Show the straight-time rate of pay on the “S” line in this column, and show the overtime rate of pay on the “O” line in this column. If the contractor pays cash in lieu of providing a fringe benefit plan to meet the benefit requirements on the DBA wage determination, show both the regular wage rate and the fringe benefit rate paid in cash in Column 6 “S” box, in the following manner:

Example for reporting workers earning hourly wages and cash in lieu of fringe benefits: A worker earns the DBA basic hourly wage rate of \$18.00/hour, and \$3.00/hour for fringe benefits paid in cash each week. The contractor should report the rate of pay in Column (6) “S” (straight-time rate), \$21.00. If the worker worked overtime hours, the overtime rate of pay reported in Column (6) “O” will be no less than time and one-half the basic hourly wage rate of \$18.00, or \$27.00/hour, plus \$3.00/hour for the cash in lieu of fringe benefit requirement, for a total overtime rate of pay at \$30.00/hour.

Example for reporting workers employed at piecework rates: For a week in which an employer paid piecework instead of an hourly rate of pay, the employer must show on a signed attachment to the WH-347, or equivalent form, the computation for the worker’s basic hourly wage rate and overtime rate of pay.

Example A: In a week in which a worker worked 40 hours and was paid \$550.00 in piecework, the worker’s hourly wage rate is \$550.00 divided by 40 hours, or \$13.75/hour. If the DBA minimum for the classification is \$18.00/hour plus \$3.00/hour in fringe benefits, the employer must pay an additional \$7.25/hour to the worker to bring him to the total DBA minimum requirement of \$21.00/hour, and then report in Column (6) of the WH-347 “\$21.00” as rate of pay. The rate of pay reported in Column (6) for overtime (“O” hours) will be the same as noted in the example above, “\$30.00/hour” (time and one-half the straight-time rate plus cash in lieu of fringe benefits).

Example B: In a week in which a worker worked 40 hours and was paid \$1,000.00 in piecework, the worker's hourly wage rate is \$1,000.00 divided by 40 hours, or \$25.00/hour. If the DBA minimum wage rate for the classification is \$18.00/hour plus \$3.00 in fringe benefits, the employer has met and exceeded the DBA requirement, and must report in Column (6) of the WH-347 "\$25.00" as the worker's straight-time rate of pay. The rate of pay reported in Column (6) for overtime ("O" hours) will be "\$37.50/hour" (time and one-half the worker's regular rate of pay).

(Reference Section 3-2 of this Desk Guide on piecework pay under DBA.)

Column (7) **Gross amount earned.** Each box has a diagonal line permitting the contractor to report each worker's total gross wages paid **specifically for work on the project** reported by this particular payroll (noted in the **upper portion of the box**), and total gross wages earned for the entire week (noted in the **lower portion of the box**). The total gross wages reported in the lower portion of the box would include not only the project work, but also any and all work performed by the worker on other DBA projects and work performed on non-DBA projects.

NOTE: For workers **working at more than one classification** on the project, the contractor must report for each worker the hours worked, total hours, rate of pay for each classification, and total gross wages (in columns (3), (4), (5), (6), and (7)).

Column (8) **Deductions.** Five columns are provided for reporting all deductions from each worker's gross wages, and a sixth column for the total of all deductions. Each deduction must be identified. If more columns are necessary, the contractor may provide this information on a separate, attached sheet. The total of the deductions on the separate attachment can be reported in the column headed "Other." The total amount of all deductions is reported in the last (6th) deduction column, "Total Deductions." When reporting a worker who has worked on a covered project as well as on non-project work in the same week, the entry in Column (8)'s

“Total Deductions” should reflect the amount of deductions taken from the worker’s total wages for that week.

NOTE: Deductions must be identified (*e.g.*, “state income tax,” “loan repayment,” “purchase of equipment”). Any deduction other than those required by law (such as taxes) or required by order of an appropriate authority (such as wage garnishments) must be voluntary and authorized in writing by the worker or authorized by a collective bargaining agreement. For voluntary deductions, a short note describing the deduction and signed by the worker should be attached to the payroll report on which the deduction first appears.

Column (9) **Net wages paid for week.** Net wages paid is the total gross amount earned for all of the work performed that week (reported in the lower section of Column (7)) less total deductions (reported in the last section of Column (8)).

Section 4-3 Reporting Fringe Benefit Payments on Form WH-347.

- a. Contractors are obligated to report payments made to comply with the DBA fringe benefit requirement and the manner in which these payments were made – either cash paid in lieu of providing a fringe benefit plan and/or payments made to a plan that provides benefits to the worker. Section (4) on the second page of the WH-347 serves the purpose of reporting the manner of payment of DBA benefits. Contractors should attach to a certified payroll report any additional information concerning payment of fringe benefits.
- b. If the contractor pays all workers the required DBA **fringe benefits in cash, in lieu of providing a benefit plan**, the contractor must report the payment on the first page of the WH-347, in Column (6) “Rate of Pay” and in Column (7) “Gross Amount Earned.” The contractor must also check **Box (4)(b)** on the second page of the WH-347 indicating payment of cash in lieu of providing benefits.
- c. If a contractor **pays the required DBA fringe benefit rate into a bona fide fringe benefit plan** for all workers, the contractor should check the box in **Box (4)(a)** on the second page of the

WH-347. It is not necessary to show the amount paid into these plans on the first page of the WH-347 in Column (6). It will be necessary, of course, to maintain supporting documents for the benefit plan(s), and documents that evidence the contractor's contributions for those plans. A compliance review or investigation will include a review of these documents.

d. If a contractor **pays some of the workers cash in lieu** of providing a benefit plan, **and provides other workers benefit plans** to meet the DBA fringe benefit requirement, or pays a portion of the fringe benefit requirement in cash and a portion of the requirement into a bona fide benefit plan, the contractor should check whichever box in Section (4) represents the most-used payment method, and note in Section 4(c) the exceptions and the details of the payment method.

e. In reporting fringe benefits on the WH-347 or equivalent form, it is important that the contractor clearly show the method used to comply with DBA. Information that is confusing, incomplete, or inaccurate will generate further inquiries during payroll reviews and may result in a full investigation to ensure contractor compliance.

Section 4-4 Statement of Compliance (or Certification of Payroll).

a. The required Statement of Compliance is located on the second page of the WH-347. If a contractor uses any payroll format other than Form WH-347, the same Statement of Compliance must be signed and submitted with each weekly payroll. **The Statement of Compliance must be signed by a principal of the firm** (owner or an officer such as president, treasurer, or payroll administrator). The signature must always be that of a person who has authority to direct the payment of wages and benefits to the workers.

NOTE: Proper use of electronic signatures on certified payrolls and related compliance statements is permitted, and carries the same legal effect as handwritten signatures.

NOTE: In completing DOL's fillable pdf form, note that the Statement's "payroll period" dates require entries to be made numerically (example: instead of entering "14 day of June, 2010," enter "14 day of **06**, 2010.")

b. The **willful falsification of a payroll report or a Statement of Compliance** may subject the contractor to civil and/or criminal prosecution and may also be a cause for debarment. Inducing any person to “give up any part of the compensation to which he/she is entitled under” DBA and its related Acts (known as “kickbacks”) may also subject a contractor to prosecution and/or debarment.

Section 4-5 “No Work” Payrolls. Certified payrolls must be submitted each week to the designated agency for the project. If a contractor or subcontractor on a project performs no covered work in a specific week, there is no need to submit a certified payroll. If the contractor does not expect to be on the job site for several weeks, it is recommended that the contractor submit a statement to DOE, as the contracting agency, or to the financial assistance recipient, notifying it that the contractor will not be working on the project for an extended period of time, and providing an approximate date of return. For the next week in which work is performed on site by that contractor’s laborers or mechanics, the contractor must submit a certified payroll numbered sequentially following the last certified payroll submitted. This will help to avoid confusion about interruptions in receipt of weekly payroll reports.

Section 4-6 Retaining Payroll Records. Every contractor and subcontractor on covered projects must keep a complete set of pay records for **at least three years** after the project is completed. This includes basic payroll information, time cards, cancelled checks or receipts for cash payments for wages or benefits, apprenticeship documentation, evidence of payments to fringe benefit plans, and information on taxes and other payroll deductions.

Chapter 5 Payroll Reviews and Corrections.

Section 5-1 Compliance Reviews.

a. **General.** Federal contracting agencies, including DOE, have primary responsibility for the day-to-day enforcement of contract labor standards on a covered construction project. Generally, the contracting agency will be responsible for ensuring that contractors and subcontractors

comply with the labor standards requirements. Prime contractors and first-tier financial assistance recipients must also ensure compliance by subcontractors. Compliance reviews include visits to the job site, worker interviews, review of time and pay records and related information, and discussions with the contractors and subcontractors. In addition, DOL may conduct its own investigation to determine compliance under DBA, FLSA, CWHSSA, and other labor laws applicable to a contractor. (See Section 5-3 concerning DOL's enforcement sanctions under these contract labor standards.)

b. Worker Interviews. The compliance reviewer will visit the job site and interview workers concerning their wages, hours, benefits, classifications, payroll deductions, and other related subjects. Contractors are required by law to provide access to their workers for the purpose of interviewing at the job site by either the designated compliance reviewer or a DOL investigator. Every effort will be made to ensure that the interviews cause as little disruption as possible in performance of the work on the job site. It is DOL's policy to protect the identity of workers and other sources during a compliance review or labor investigation. Therefore, such information will not be disclosed without prior consent of the source. On occasion, workers (including former workers) will be contacted off-site, by telephone, or at their place of residence. Contractor and subcontractor cooperation with this task is essential and any questions pertaining to the process should be addressed to DOE or the DOL investigator.

c. Project Payroll Reviews. The compliance reviewer will collect certified payroll reports submitted to DOE via the prime contractor (or recipient of loan, grant, loan guarantee, *etc.*), along with documents supporting the use of apprentices and trainees, documents supporting payroll deductions, written interviews completed at the job site and elsewhere, the applicable DBA wage determination, and other pertinent information such as the daily construction or contract progress reports. These documents will be reviewed to determine the contractor's status of compliance. The contracting officer will notify the prime contractor and subcontractor(s) of any discrepancies found during the review.

NOTE: As noted before, DOE, as the contracting agency, and financial assistance recipients may withhold accrued payments or advances as may be necessary to cover any

underpayment of wages, fringe benefits, or overtime compensation due as a result of DBA or CWHSSA violations. For this reason, prime contractors and financial assistance recipients should review each contractor's payroll report for compliance issues **prior to submitting the report** to the contracting officer, consistent with the terms of the applicable contract. Systematic and careful review of contractor reports may detect any errors or violations early in the project, and thus avoid costly compliance reviews and underpayments of wages and/or fringe benefits due the workers.

d. Common DBA/CWHSSA Payroll Errors and Corrections.

(1) **Incomplete or inadequate payroll information.** If the contractor does not use the optional DOL Form WH-347 to report weekly payrolls, it must still provide all the information requested by that form.

(2) **Missing addresses and identifying worker number.** The contractor must report an identification number for each worker (or the last four digits of the worker's Social Security number if there is no other worker identification system in use). **Do NOT include full Social Security numbers or home addresses** on the weekly certified payrolls. Contractors must maintain such information in its basic pay and employment records and are obligated to provide this information, if requested, to the compliance reviewer or the DOL investigator.

(3) **Classifications.** If a contractor reports worker classifications that are not listed on the DBA wage determination, the contractor will be asked to either reclassify the worker in compliance with the classifications listed on the wage determination, or submit with the certified payroll report a copy of the SF-1444 "Request for Approval of Additional Classifications" that was submitted to DOL for approval. DOL's response will be sent to DOE, as the contracting agency. DOE will notify the prime contractor of DOL's response. If DOL's decision denies the contractor's proposed wage or benefit rate and directs an increase in either rate, the contractor must comply with the decision retroactive to the start of employment of the missing classification. If DOL denies the request for conformance of a proposed classification, noting that a classification already listed on the applicable wage determination is applicable, the

contractor must comply with the decision retroactive to the start of employment of that classification. The contractor must submit a certified payroll reporting any retroactive payment of wages/benefits to the worker(s) as a result of DOL's decision.

(4) **Apprentices and Trainees.** The most typical violation involving the use of apprentices and trainees is the **contractor's failure to submit documentation** evidencing the worker's enrollment in an approved program. The second most typical violation involving these workers is the **contractor's failure to comply with the apprenticeship program's ratio of apprentices to journeymen.**

(5) **Overtime Compensation.** Payroll reports that indicate a worker worked in excess of 40 hours per week **MUST** include information regarding the contractor's compliance with the requirement to pay overtime compensation at not less than time and one-half the regular rate of pay. If the contractor failed to pay proper overtime compensation under CWHSSA, the contractor may also be liable to the United States for liquidated damages of \$10.00 per day per violation. If CWHSSA is not applicable to the worker, FLSA overtime violations may be referred to DOL for further investigation.

(6) **Fringe Benefits.** If the contractor or subcontractor fails to report payment of DBA fringe benefits that are required by the wage determination, the contractor will be asked to confirm compliance with the requirement to pay no less than the total wage and fringe benefit rates per hour, and to submit a corrected payroll report.

(7) **Signature.** If the signature is missing or does not have the level of authority required by the Act, the payroll report will be returned for correction.

Section 5-2 Violations and Restitution of Underpayment of Wages.

a. If DOE's compliance reviewer **discovers a contractor's failure to pay the appropriate DBA wages and fringe benefits**, the contractor will be notified immediately and the **contractor will be required to pay full restitution to the workers.** Typically, the contractor will be allowed 30

days to correct the underpayments. The prime contractor is always responsible to the DOE contracting officer to ensure that subcontractors on the project pay the back wages in full and promptly.

b. Simple Reporting Errors and Corrections. Errors resulting from calculation errors, failure to attach proper documentation, and failure to report proper classifications may be resolved quickly and completely with informal notification to the prime contractor and subcontractor from the compliance reviewer, and prompt corrective response from the contractor. Contractors and subcontractors are responsible for knowing the contract's labor standards requirements and they must cooperate completely and promptly with all requests for compliance.

c. The contractor found to be in violation and liable for unpaid wages or benefits must also submit a corrected payroll report to the contracting officer showing the computation of back wages and evidence of full payment to the workers.

d. Unlocated Workers Who Are Due Back Wages. After an investigation discloses a contractor's failure to pay proper DBA wages or benefits, the contractor must make every reasonable effort to locate former workers and to pay back wages. If the contractor fails to locate any of the former workers, the contractor may be asked to provide to the DOE contracting officer evidence of its attempts to locate the workers (*e.g.*, returned mailings, *etc.*), and a list of the missing workers including name, last known address, Social Security number, dates of employment, and gross amount of underpayment due each of the workers. The contracting officer may withhold contract funds in the total amount of underpayment due the missing workers (or the contractor may be asked to provide payment by check to DOE as the contracting agency) for the purpose of asking the Comptroller General's office for assistance in locating the missing workers. The Act specifically authorizes the Comptroller General to disburse funds withheld for wages found to be due to laborers and mechanics under DBA. (Reference 40 U.S.C. Sec. 3144.)

Section 5-3 Labor Standards Disputes and Sanctions for Violations of DBA Requirements.

a. **Labor Standards Disputes.** It is the responsibility of the contractor and subcontractor to be knowledgeable about their obligations under the several contract labor standards. It is DOE's responsibility as the contracting agency to enforce the provisions of DBA and CWHSSA. When the compliance reviewer notes violations such as failure to record hours worked, misclassification of workers, inappropriate use of apprentices and trainees, failure to pay benefits or overtime compensation, or unallowable deduction from wages, DOE will notify the prime contractor of the violations (and the subcontractor, if the violations are the result of the subcontractor's pay practices). If the contractor disagrees with the findings of the compliance reviewer, the prime contractor and/or subcontractor, or any other interested party, may ask DOL's Wage and Hour Administrator for a review and reconsideration of the issue. The Administrator's decision may then be appealed to DOL's Administrative Review Board. The requests must be timely and in writing. (Reference 29 CFR Part 1 for the procedures.)

b. **Withholding.** The contracting officer has the responsibility to withhold from payments due to the prime contractor any amounts believed to be due and unpaid to workers because of DBA violations. An authorized representative of DOL may also direct DOE to withhold contract payments due to violations of DBA. If funds remaining due to the contractor on the contract under which DBA violations occurred are insufficient, DOE can withhold funds from other contracts subject to DBA or CWHSSA that are held by the same prime contractor. Prime contractors and subcontractors will be notified in writing of any action to withhold payments due to labor violations.

c. **Debarment.** Contractors and/or subcontractors that are found by the Secretary of Labor to be in aggravated or willful violation of DBA will be debarred – ineligible to participate in any DBA/DBRA contracts – for up to three years. Debarment applies to the contractor or subcontractor and any firm, corporation, partnership, or association in which the contractor or subcontractor has a substantial interest. Debarment proceedings can be recommended by the DOE contracting officer or may be initiated by DOL. Proceedings are described in 29 CFR 5.12.

Debarment under DBA and violations of contract clauses including DBA, CWHSSA, requirements for certified payroll reports, and other contract labor standards, can be the basis for DOE to terminate the contract.

d. Falsification of Certified Payroll Reports. Contractors or subcontractors found to have willfully falsified payroll reports (Statements of Compliance), including payrolls reporting correction of earlier violations, may be subject to civil or criminal prosecution. Penalties up to \$1,000 and/or one year in prison for each false statement may be imposed. (Reference 18 U.S.C. 1001 and 31 U.S.C. 231.)

**A DESK GUIDE TO
THE DAVIS-BACON ACT**

APPENDICES

- A. Web Links for Additional Information**
- B. SF-1413 – “Statement and Acknowledgment”**
- C. SF-1444 – “Request for Authorization of Additional Classification and Rate”**
- D. WH-347 – “DBA Certified Payroll Form (Optional)”**

A DESK GUIDE TO THE DAVIS-BACON ACT

WEB LINKS FOR ADDITIONAL DAVIS-BACON ACT INFORMATION

- **Frequently Asked Questions:**
 - http://www.gc.energy.gov/GCHotlineFAQ%20.htm#Davis_Bacon
 - http://apps1.eere.energy.gov/weatherization/davis_bacon_faqs.cfm
 - http://apps1.eere.energy.gov/state_energy_program/davis_bacon_faqs.cfm
 - <http://www.eecbg.energy.gov/davisbacon.html>

- **Davis-Bacon Act Clauses:**
 - Weatherization Assistance Program:
http://www2.eere.energy.gov/wip/pds/dba_clauses_weatherization.pdf
 - Other Recovery Act Programs:
http://www1.eere.energy.gov/wip/pdfs/dba_clauses_non_wap.pdf

- **U. S. Department of Labor, Wage and Hour Division:**
 - <http://www.dol.gov/whd/programs/dbra/wh1321.htm> - DBA Poster
 - <http://www.dol.gov/whd/whdkeyp.htm> - DOL WHD Key Personnel and Regional Office Addresses
 - <http://www.dol.gov/whd/recovery/pwrb/toc.htm> - DBA Area Practice Surveys
 - <http://www.dol.gov/whd/FOH/index.htm> - DBA policies, including definitions of bona fide benefits
 - <http://www.wdol.gov> – Website containing DBA general wage determinations, policy statements (“All Agency Memoranda”), and links to federal agency labor advisors, federal labor regulations, and forms

State Energy Program/American Recovery and Reinvestment Act program

Certification of Davis-Bacon compliance

Grantee: _____

Project name/number: _____

Date and amount of invoice: _____

Invoice number: _____

Contractor (separate form required for each contractor):

I HEREBY CERTIFY THE FOLLOWING REGARDING THE
ABOVE-REFERENCED INVOICE:

I have reviewed the project payrolls in relation to this invoice and I hereby
certify that all laborers and mechanics were paid the higher of Davis-Bacon
or State Prevailing Wage.

Signature/title/date

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, Artificial, 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

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

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

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

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

BRWV0015-006 12/01/2007

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

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

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

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

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

CARP0604-003 12/01/2009

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

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

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

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

CARP1024-006 05/01/2008

MINERAL AND MORGAN COUNTIES

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

CARP1159-001 12/01/2009

JACKSON and MASON COUNTIES

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

CARP1207-006 12/01/2009

KANAWHA, PUTNAM, and ROANE COUNTIES

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

CARP1519-001 12/01/2009

CABELL and WAYNE COUNTIES

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

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

CARP1871-019 12/01/2009

BROOKE, HANCOCK, MARSHALL, and OHIO COUNTIES

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

CARP2235-009 12/01/2009

BROOKE, HANCOCK, MARSHALL, OHIO, and WETZEL COUNTIES

	Rates	Fringes
PILEDRIVERMAN.....	\$ 29.95	12.17

ELEC0026-010 11/07/2005		

HARDY COUNTY

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

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

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

ELEC0246-003 11/01/2009		

BROOKE (Except Buffalo Township) and HANCOCK COUNTIES

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

ELEC0246-005 11/01/2004		

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

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

ELEC0307-003 12/01/2009		

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

GRANT, HAMPSHIRE, MINERAL, and MORGAN COUNTIES

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

 ELECO307-004 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

 ELECO317-001 06/01/2009

CABELL, MASON AND WAYNE COUNTIES

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

 ELECO317-009 09/06/2009

BRAXTON, 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; Veterans Day; 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.

 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, Veterans 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.

 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.

IRON0301-001 12/01/2009

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

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

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

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

 LABO0379-003 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

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.

LABO1085-001 12/01/2009

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

	Rates	Fringes
Laborsers:		
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.

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; Blachsmith 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
PAINTER (Bridges, Locks, Dams, High Tension Towers, Energized Substations).....	\$ 27.83	10.00
PAINTER (Commercial).....	\$ 22.68	10.00
PAINTER (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 Texuring, 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		10.00
Work at manufacturing plants and power plants.....\$ 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		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		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	10.20
	\$ 24.48	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...	\$ 27.51	12.00
Cabell & Wayne Counties.....	\$ 27.99	14.38
Mason County.....	\$ 25.91	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...	\$ 29.36	11.22
Cabell & Wayne Counties.....	\$ 28.90	11.44
Mason County.....	\$ 25.91	10.26

 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

 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

 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

 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

 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

 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

 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

 SEFW0669-001 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

 SHEE0024-010 01/01/2010

CABELL and WAYNE COUNTIES

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

 SHEE0033-015 12/01/2009

KANAWHA, MASON, and PUTNAM COUNTIES

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

 SHEE0033-017 07/01/2009

BROOKE, HANCOCK, MARSHALL AND OHIO COUNTIES

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

 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

 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

 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

 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)

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

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

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)).

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.

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.

END OF GENERAL DECISION

General Decision Number: WV100006 04/09/2010 WV6

Superseded General Decision Number: WV20080006

State: West Virginia

Construction Type: Building

Counties: Boone, Clay, Fayette, Greenbrier, Lincoln, Logan, McDowell, Mercer, Mingo, Monroe, Nicholas, Pocahontas, Raleigh, Summers and Wyoming Counties in West Virginia.

BUILDING CONSTRUCTION PROJECTS (does not include residential construction consisting of single family homes and apartments up to and including 4 stories)

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

BRWV0005-001 06/01/2009

LINCOLN AND MINGO COUNTIES

	Rates	Fringes
Bricklayer & Tile Setter.....	\$ 27.34	16.08

BRWV0005-004 06/01/2009

MINGO COUNTY

	Rates	Fringes
CEMENT MASON/CONCRETE FINISHER...	\$ 27.34	16.08

BRWV0009-004 12/01/2009

BOONE, CLAY, FAYETTE, GREENBRIER, LOGAN, MCDOWELL, NICHOLAS, MERCER, MONROE, RALEIGH, SUMMERS, and WYOMING COUNTIES

	Rates	Fringes
BRICKLAYER.....	\$ 26.81	16.19
TILE SETTER.....	\$ 26.81	16.19

BRWV0009-005 12/01/2009

MCDOWELL, MERCER, and WYOMING COUNTIES

	Rates	Fringes
CEMENT MASON/CONCRETE FINISHER...	\$ 26.81	16.19

BRWV0015-001 12/01/2009

POCAHONTAS COUNTY

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

 CARP0604-004 12/01/2009

POCAHONTAS COUNTY

	Rates	Fringes
Carpenter & Soft Floor Layer		
Including Drywall Hanging...\$	23.56	15.19

 CARP1024-007 05/01/2008

MINGO COUNTY

	Rates	Fringes
Carpenter & Soft Floor Layer.....\$	24.95	9.75

 CARP1207-007 12/01/2009

BOONE, CLAY, LINCOLN, LOGAN, and NICHOLAS COUNTIES

	Rates	Fringes
Carpenter & Soft Floor Layer		
(Including Drywall Hanging).....\$	26.63	14.30

 CARP1911-001 12/01/2009

FAYETTE, GREENBRIER, McDOWELL, MERCER, MONROE, RALEIGH, SUMMERS, and WYOMING COUNTIES

	Rates	Fringes
CARPENTER.....\$	26.63	14.30

 ELEC0317-013 06/01/2009

LINCOLN, LOGAN AND MINGO COUNTIES

	Rates	Fringes
ELECTRICIAN.....\$	31.12	18.08

 ELEC0466-003 06/01/2009

BOONE, CLAY, FAYETTE, NICHOLAS, RALEIGH, SUMMERS, and WYOMING COUNTIES

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

 ELEC0466-006 06/01/2009

GREENBRIER, McDOWELL, MERCER, and MONROE COUNTIES

	Rates	Fringes
CABLE SPLICER.....	\$ 24.56	13.79
ELECTRICIAN.....	\$ 22.33	13.72

 ELEC0596-005 06/01/2009

POCAHONTAS COUNTY

	Rates	Fringes
ELECTRICIAN.....	\$ 29.99	17.95

 ELEC0637-005 06/01/2003

GREENBRIER, MERCER, MCDOWELL, MONROE AND POCAHONTAS COUNTIES

	Rates	Fringes
ELECTRICIAN.....	\$ 18.31	1.5%+5.30

 ENGI0132-003 12/01/2009

	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.

IRON0301-003 12/01/2009

	Rates	Fringes
IRONWORKER, STRUCTURAL		
BOONE, FAYETTE, LOGAN, MCDOWELL, MINGO, NICHOLAS, RALEIGH, & WYOMING COUNTIES.	\$ 29.16	16.54
CLAY & LINCOLN COUNTIES.....	\$ 27.48	16.54

IRON0697-003 06/01/2009

GREENBRIER, MERCER, MONROE, POCAHONTAS, SUMMERS COUNTIES.

	Rates	Fringes
IRONWORKER, STRUCTURAL.....	\$ 21.75	13.68

LABO0453-001 12/01/2009

GREENBRIER, MCDOWELL, MERCER, MONROE, POCAHONTAS, RALEIGH, SUMMERS, and WYOMING COUNTIES

	Rates	Fringes
Laborers:		
Caulkers, Cleaners, Pointers, and Mason Tenders (Brick).....	\$ 20.42	11.65
Laborers, Unskilled.....	\$ 19.80	11.65

LABO0543-002 06/01/2009

LINCOLN, LOGAN AND MINGO COUNTIES

	Rates	Fringes
Laborers:		
Caulkers, Cleaners, Pointers, and Mason Tenders (Brick).....	\$ 24.15	11.15
Laborers, Unskilled.....	\$ 23.66	11.15

LABO1353-002 12/01/2009

BOONE, CLAY, FAYETTE, and NICHOLAS COUNTIES

	Rates	Fringes
Laborers:		
Caulkers, Cleaners, Pointers, Mason Tender (Brick).....	\$ 22.76	11.15
Laborers, Unskilled.....	\$ 22.14	11.15

PAIN0813-003 12/01/2008

LINCOLN, LOGAN AND MINGO COUNTIES

	Rates	Fringes
DRYWALL FINISHER/TAPER.....	\$ 22.68	10.00

PAIN0970-003 12/01/2008

BOONE, CLAY, FAYETTE, GREENBRIER, MCDOWELL, MERCER, MONROE,
NICHOLAS, POCAHONTAS, RALEIGH, SUMMERS AND WYOMING COUNTIES

	Rates	Fringes
DRYWALL FINISHER/TAPER.....	\$ 22.68	10.00

PAIN1195-005 12/01/2009

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

* PLAS0887-005 12/01/2009

	Rates	Fringes
Cement Masons:		
Boone, Clay, Fayette, Greenbrier, Monroe, Nicholas, Raleigh, & Summers Counties.....	\$ 27.51	12.00
Lincoln & Logan Counties.....	\$ 27.99	14.38

* PLAS0887-006 12/01/2009

	Rates	Fringes
PLASTERER		
Boone, Clay, Fayette, Greenbrier, Monroe, Nicholas, Raleigh, & Summers Counties.....	\$ 29.36	11.22
Lincoln & Logan Counties.....	\$ 28.90	11.44

PLUM0521-001 06/01/2009

LINCOLN, LOGAN, MCDOWELL, MINGO, WYOMING COUNTIES.

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

 PLUM0625-002 12/01/2009

BOONE, CLAY, FAYETTE, GREENBRIER, MONROE, NICHOLAS, POCAHONTAS,
 RALEIGH, and SUMMERS COUNTIES

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

 PLUM0625-005 12/01/2009

MERCER COUNTY

	Rates	Fringes
PLUMBER.....	\$ 30.19	15.38

 ROOF0185-005 06/01/2008

BOONE, CLAY, FAYETTE, GREENBRIER, LINCOLN, LOGAN, MCDOWELL,
 MERCER, MINGO, MONROE, NICHOLAS, RALEIGH, SUMMERS AND WYOMING

	Rates	Fringes
ROOFER, Including Built Up, Composition and Single Ply Roofs.....	\$ 26.00	9.76

 ROOF0242-003 06/01/2009

POCAHONTAS

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

 SFWV0669-002 01/01/2010

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

 SHEE0024-011 01/01/2010

LINCOLN, LOGAN, and MINGO COUNTIES

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

SHEE0033-022 12/01/2009

BOONE, CLAY, FAYETTE, GREENBRIER, MCDOWELL, MERCER, MONROE,
NICHOLAS, RALEIGH, SUMMERS, and WYOMING COUNTIES

	Rates	Fringes
Sheet metal worker.....	\$ 26.01	17.24

SHEE0033-023 06/01/2009

POCAHONTAS COUNTY

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

SUWV1994-001 07/22/1994

	Rates	Fringes
Power Equipment Operator Backhoes.....	\$ 12.63	
TRUCK DRIVER Tandem Axle.....	\$ 10.03	

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)).

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.

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
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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:

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Wage and Hour Division
U.S. Department of Labor
200 Constitution Avenue, N.W.
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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:

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END OF GENERAL DECISION

General Decision Number: WV100009 03/19/2010 WV9

Superseded General Decision Number: WV20080009

State: West Virginia

Construction Type: Building

Counties: Berkeley and Jefferson Counties in West Virginia.

BUILDING CONSTRUCTION PROJECTS (does not include residential construction consisting of single family homes and apartments up to and including 4 stories)

Modification Number	Publication Date
0	03/12/2010
1	03/19/2010

ASBE0024-004 10/01/2006

	Rates	Fringes
Asbestos Worker/Heat and Frost Insulator		
Includes application of all insulating materials, protective coverings, coatings and finishes to all types of mechanical systems. Also the application of firestopping material for wall openings and penetrations in walls, floors, ceilings and curtain walls.....	\$ 27.13	13.13

* BRWV0006-001 12/01/2009

	Rates	Fringes
BRICKLAYER.....	\$ 24.26	13.22

CARP1024-004 05/01/2008

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

ELEC0026-009 11/07/2005

JEFFERSON COUNTY

	Rates	Fringes
ELECTRICIAN.....	\$ 27.71	7.80

ELEC0307-009 12/01/2009

BERKELEY COUNTY

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

 IRON0568-009 05/01/2009

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

 LABO0379-001 12/01/2009

	Rates	Fringes
Brick mason tender.....	\$ 20.29	10.40

 PLUM0486-008 04/01/2008

	Rates	Fringes
Plumbers and Pipefitters.....	\$ 34.19	14.11

 SHEE0100-007 11/01/2009

	Rates	Fringes
Sheet Metal Mechanic		
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

 SUWV2001-001 02/16/2001

	Rates	Fringes
Laborer, Unskilled.....	\$ 14.04	4.31

 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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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.

END OF GENERAL DECISION