

INTERLOCAL AGREEMENT

This Interlocal Agreement ("Agreement") is entered into between the **Puget Sound Clean Air Agency**, (hereinafter referred to as the "Agency"), a municipal corporation of the laws of the state of Washington, and the **City of Seattle**, (hereinafter referred to as the "City"), 600 4th Avenue, Seattle, WA 98124.

WHEREAS, the United States Department of Energy (U.S. DOE) established the Clean Cities program in 1993 as a voluntary government-industry partnership program within the Office of Energy Efficiency and Renewable Energy's Vehicle Technologies Program; and

WHEREAS, the Puget Sound Clean Cities Coalition is a designated coalition under the U.S. DOE Clean Cities program and is an Agency program that promotes the use of alternative fuels and advanced vehicle technologies in fleet operations with the goal of eliminating the use of petroleum fuels and their associated emissions; and

WHEREAS, the Agency was awarded Grant No. DE-EE0002020 by the U.S. DOE using funds authorized under the American Recovery and Reinvestment Act of 2009 (Pub. L. 111--5) (Recovery Act) on December 3, 2009, to fund the Puget Sound Clean Cities Petroleum Reduction Project; and

WHEREAS, the Puget Sound Clean Cities Petroleum Reduction Project includes funding to the City as a subrecipient to purchase and deploy electric vehicles supply equipment (EVSE), also known as "electric vehicle charging stations," on properties and/or facilities owned or controlled by the City; and

WHEREAS, the Board of Directors of the Agency deems it desirable to enter into an Agreement with the City for the purposes of purchasing and deploying EVSE; and

WHEREAS, the City represents and warrants that it is available, experienced, and qualified to perform said services; and

WHEREAS, the parties enter into this Agreement pursuant to RCW 39.34 et. seq.; and

NOW, THEREFORE, the Agency and the City mutually agree as follows:

1. **Purpose and Scope of this Agreement.**

The purpose of this Agreement is to provide funding to the City to: (1) purchase EVSE and (2) install EVSE in parking facilities and locations owned or controlled by the City. A copy of the grant award is included as Attachment A and its terms are incorporated herein by reference.

Under this Agreement, the City shall: oversee the purchase and installation of a minimum of 50 and a maximum of 100 Level 2 (240-volt) charging stations (EVSE units); ensure that the EVSE purchased meet the criteria referenced herein; and evaluate the success of the deployed EVSE.

The Project objectives are to:

1. Increase the use of electricity as a transportation fuel by installing between 50 and 100 EVSE (with a targeted number of 75) on property and/or facilities under ownership of the City.
2. Promote clean electricity as a transportation fuel to the residents of Seattle.
3. Evaluate and document the success of the Project through collection of vehicle use and electricity consumption data.
4. Create and retain jobs.

A. Duties of the Agency

Task 1: Kick-off Meeting

The Agency Project Manager shall, on a date agreeable to both parties, conduct a Project kick-off meeting between the parties to review the reporting requirements, invoicing procedures, timelines, and budgets and to answer questions related to this Project and/or this Agreement.

Deliverable for Task 1: Meeting between Agency and the City

Due Date for Task 1: No later than August 31, 2010

Task 2: Periodic Reporting Requirements

The Agency shall comply with the reporting requirements in Grant No. DE-EE0002020 and identified on the Federal Assistance Reporting Checklist, DOE F 4600.2, as a Recipient and on behalf of the City (a Subrecipient).

Deliverable for Task 2: Quarterly and Annual Reporting per DOE F 4600.2

Due Date for Task 2: Per the schedule in DOE F 4600.2 (10 days after quarter ends for ARRA and 30 days after quarter ends for Progress Reports)

B. Duties of the City

Task 3: Schedule EVSE Procurement and Installation Planning

The City shall prepare an "EVSE Procurement and Installation Plan" that includes:

- i. The completed National Environmental Policy Act forms and anticipated compliance date for each EVSE location;
- ii. Identification of the planned locations for 50 to 100 Level 2 EVSE installations in general order of priority (including the number of charging EVSE units at each location). If an installation is planned for a location that is not legally owned or controlled by the City, the City shall provide evidence to the Agency Project Manager of pertinent agreement(s) allowing or authorizing the installation of EVSE on the designated property.
- iii. A description of the expected users and vehicle charging activities for the EVSE at each location, including expected time and duration for vehicle charging. The description will also identify which users and charging activities have priority at each EVSE location. For

example, "Location A: Seattle City Light fleet use during evening hours (guaranteed use) and public use during daytime hours (limited use for visitors to the building)."

- iv. A description and schedule of planned EVSE procurement activities including dates for release of requests for proposals, and anticipated dates of purchase and installation of the EVSE at the locations described in Task 3(ii) above.

The EVSE Procurement and Installation Plan must be approved by the Agency Project Manager before the City proceeds to Task 4.

Deliverable for Task 3: EVSE Procurement and Installation Plan submitted electronically (Microsoft Word format) as an e-mail attachment to the Agency Project Manager.

Due Date for Task 3: September 30, 2010

Task 4: Competitive Solicitation for Design, Installation and EVSE

- a. The City shall use open, competitive solicitation processes for all EVSE procurement and contractor design/installation (labor). In addition, when procuring equipment or labor for this Project, the City shall adhere to all requirements described in Attachment A that relate to sub-recipients and their vendors. The City shall include all of the technical specification requirements listed in "Attachment B – Technical Specifications Required in RFP" in their solicitation. Attachment B is incorporated herein by reference. The City shall submit evidence of the utilized open, competitive solicitation processes to the Agency Project Manager. Prior to posting competitive solicitation(s) for EVSE, the City shall submit the solicitations to the Agency Project Manager for review and approval.

Deliverable for Task 4(a): The City shall submit electronic copies of the solicitation(s) for all EVSE and labor by e-mail to the Agency Project Manager for approval after the solicitations have passed all internal reviews at the City.

Due Date for Task 4(a): No later than October 31, 2010

- b. Consistent with Task 4(a), after all bids have been received and a bidder has been selected, the City shall submit a copy of the successful bidder's contract or quote to the Agency Project Manager.

Deliverable for Task 4(b): The City shall submit an electronic copy of the successful bidder's contract or quote by e-mail to the Agency Project Manager.

Due Date for Task 4(b): No later than December 31, 2010

- c. The City shall retain documents related to the competitive solicitation and the successful bid selection as described in Tasks 4(a) and (b) for a period of three years after the termination of this Agreement.
- d. After submitting the successful bidder's contract(s) or quote(s) to the Agency Project Manager in Task 4(b), the City shall update the EVSE Project Budget to include the division of costs between design and installation labor and equipment planned for purchase for each of the 50 to 100 EVSE locations, with the overall sum totaling no more than \$500,000.00.

Deliverable for Task 4(d): The City shall submit a detailed budget in an MS Excel spreadsheet as an e-mail attachment to the Agency Project Manager. The Agency Project Manager shall provide an approved EVSE Project Budget to the City once it has been approved.

Due Date for Task 4(d): No later than January 31, 2011

Task 5: Install EVSEs

- a. The City shall purchase and install the EVSE authorized in the EVSE Project Budget from the successful bidder's contract(s) following the schedule agreed to in Task 3.
- b. All EVSE purchased with funds paid pursuant to this Agreement shall operate at their approved locations for a minimum of two years following the first date of operation.
- c. Upon receipt of "Clean Cities" station decals and Application Instructions from the Agency Project Manager, the City shall affix these decals to the exterior of the EVSE at all locations as directed under the Application Instructions.
- d. For each of the locations described under Task 3 (ii), the City shall photograph one or more EVSE showing the "Clean Cities" vehicle decal affixed.

Deliverable for Task 5: The City shall submit photographs electronically (in JPEG format) of all EVSE locations to the Agency Project Manager as e-mail attachments.

Due Date for Task 5: No later than December 2, 2011

Task 6: Periodic Reporting

The City shall provide all necessary information for the Agency to comply with all grant reporting requirements, including:

- a. Recovery Act Reports using the template provided in Attachment C and including information on the actual hours of work performed in the corresponding quarter even if this work has not yet been invoiced to the Agency. Attachment C is incorporated herein by reference.
- b. Quarterly Progress Reports using the template provided in Attachment D. Attachment D is incorporated herein by reference. Quarterly Progress Reports per this section only are required if the City chooses not to have EVSE data collected by Idaho National Labs as outlined in Section 4 of Attachment B. The City shall submit quarterly reports for each EVSE location from the date of this Agreement until two years following the first date of operation of each EVSE.

Deliverables for Task 6:

- a. Recovery Act Reports using the template provided in Attachment C, sent to the Agency Project Manager in Microsoft Excel format as an e-mail attachment.

Due Dates: October 5, 2010; January 5, 2011; April 5, 2011; July 5, 2011; October 5, 2011; January 5, 2012.

- b. Quarterly Progress Reports using the template provided in Attachment D, sent to the Agency Project Manager in Microsoft Excel format as an e-mail attachment; due only if the City chooses not to have EVSE data collected by Idaho National Labs as outlined in Attachment B.

Due Dates: October 20, 2010; January 20, 2011; April 20, 2011; July 20, 2011; October 20, 2011; January 20, 2012; April 20, 2012; July 20, 2012; October 20, 2012; January 20, 2013; April 20, 2013; July 20, 2013; October 20, 2013; January 20, 2014.

2. **Highlighted Requirements from Grant No. DE-EE0002020.**

The City shall comply with the following requirements from Grant No. DE-EE0002020 highlighted in this section:

A. COST SHARING

No cost sharing is required by the City under this Agreement.

B. PRE-AWARD COSTS

The City is not entitled to reimbursement for costs incurred on or before January 1, 2010.

C. STATEMENT OF FEDERAL STEWARDSHIP

U.S. DOE/NNSA will exercise normal Federal stewardship in overseeing the Project activities performed under Grant No. DE-EE0002020. Stewardship activities include, but are not limited to, conducting site visits; reviewing performance and financial reports; providing technical assistance and/or temporary intervention in unusual circumstances to correct deficiencies which develop during the Project; assuring compliance with terms and conditions; and reviewing technical performance after Project completion to ensure that the grant award objectives have been accomplished.

D. SITE VISITS

U.S. DOE/NNSA's authorized representatives have the right to make site visits at reasonable times to review Project accomplishments and management control systems and to provide technical assistance, if required. The City must provide, and require any of its subcontractors to provide, reasonable access to facilities, office space, resources, and assistance for the safety and convenience of all government representatives in the performance of their duties. All site visits and evaluations must be performed in a manner that does not unduly interfere with or delay the work.

E. PUBLICATIONS

- i. Dissemination of scientific/technical reports. Scientific/technical reports submitted under this grant award DE-EE0002020 will be disseminated on the Internet via the DOE Information Bridge (www.osti.gov/bridge), unless the report contains patentable material, protected data, or SBIR/STTR data. Citations for journal articles produced under the award will appear on the DOE Energy Citations Database (www.osti.gov/energycitations).
- ii. Restrictions. Reports submitted to the DOE Information Bridge must not contain any Protected Personal Identifiable Information (PII), limited rights data (proprietary data), classified information, information subject to export control classification, or other information not subject to release.
- iii. The City is encouraged to publish or otherwise make publicly available the results of the work conducted under the award.

- iv. An acknowledgment of Federal support and a disclaimer must appear in the publication of any material, whether copyrighted or not, based on or developed under this Project, as follows:

Acknowledgment: "This material is based upon work supported by the Department of Energy under Award Number DE-EE0002020."

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

F. INTELLECTUAL PROPERTY PROVISIONS AND CONTACT INFORMATION

- i. The City must comply with the intellectual property requirements at 10 CFR 600.136(a) and (c).
- ii. Questions regarding intellectual property matters should be referred to the U.S. DOE Award Administrator and the Patent Counsel designated as the service provider for the U.S. DOE office that issued the award. The IP Service Providers List is found at [http://www.gc.doe.gov/documents/Intellectual_Property_\(IP\)_Service_Providers_for_Acquisition.pdf](http://www.gc.doe.gov/documents/Intellectual_Property_(IP)_Service_Providers_for_Acquisition.pdf)

G. LOBBYING RESTRICTIONS

By accepting funds from the Agency under Grant No. DE-EE0002020, the City agrees that none of the funds obligated on the grant award shall be expended, directly or indirectly, to influence congressional action on any legislation or appropriation matters pending before Congress, other than to communicate to Members of Congress as described in 18 U.S.C. 1913. This restriction is in addition to those prescribed elsewhere in statute and regulation.

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

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

I. INSOLVENCY, BANKRUPTCY OR RECEIVERSHIP

- i. The City shall immediately notify the Agency of the occurrence of any of the following events: (a) the City or its parent's filing of a voluntary case seeking liquidation or reorganization under the Bankruptcy Act; (b) The City's consent to the institution of an involuntary case under the Bankruptcy Act against the City or its parent; (c) the filing of any similar proceeding for or against the City or its parent, or its consent to, the dissolution, winding-up or readjustment of the City's debts, appointment of a receiver, conservator, trustee, or other officer with similar powers over the City, under any other applicable state or federal law; or (d) The City's insolvency due to its inability to pay its debts generally as they become due.
- ii. Such notification shall be in writing and shall: (a) specifically set out the details of the occurrence of an event referenced in paragraph a; (b) provide the facts surrounding that event; and (iii) provide the impact such event will have on the Project being funded by this award.
- iii. Upon the occurrence of any of the four events described in the first paragraph, the Agency reserves the right to conduct a review of the City's work under this Agreement to determine compliance with the required elements of the award (including such items as cost share, progress towards technical Project objectives, and

submission of required reports). If the Agency review determines that there are significant deficiencies or concerns with the City's performance under this Agreement, the Agency reserves the right to impose additional requirements, as needed, including (a) changing payment methods; or (b) instituting payment controls.

J. NATIONAL ENVIRONMENTAL POLICY ACT (NEPA) REQUIREMENTS

The City is restricted from taking any action associated with the performance of work under this Agreement using Federal funds, which would have an adverse effect on the environment or limit the choice of reasonable alternatives prior to U.S. DOE/NNSA providing either a NEPA clearance or a final NEPA decision regarding this Project. Prohibited actions include, but are not limited to infrastructure work such as demolition of existing buildings, site clearing, ground breaking, construction, and/or detailed design. This restriction does not preclude the City from: Statement of Project Objective activities that have received NEPA clearance; specifically, administrative, educational, outreach and training activities.

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

K. PROPERTY

Real property and equipment acquired by the City shall be subject to the rules set forth in 10 CFR 600.321.

Consistent with the goals and objectives of this Project, the City may continue to use the City acquired property beyond the Period of Performance, without obligation, during the period of such use, to extinguish U.S. DOE's conditional title to such property as described in 10 CFR 600.321, subject to the following:

- The City continues to utilize such property for the objectives of the Project as set forth in the Statement of Project Objectives;
- U.S. DOE retains the right to periodically ask for, and the City agrees to provide, reasonable information concerning the use and condition of the property; and
- The City follows the property disposition rules set forth in 10 CFR 600.321 if the property is no longer used by the City for the objectives of the Project, and the fair market value of property exceeds \$5,000.

Once the per unit fair market value of the property is less than \$5,000, pursuant to 10 CFR 600.321(f)(1)(i), U.S. DOE's residual interest in the property shall be extinguished and the City shall have no further obligation to the U.S. DOE with respect to the property.

The regulations as set forth in 10 CFR 600 and the requirements of this section shall also apply to property in the possession of any team member, sub-recipient or other entity where such property was acquired in whole or in part with funds provided by U.S. DOE under Grant No. DE-EE0002020 or where such property was counted as cost-sharing under the grant.

L. FINAL INCURRED COST AUDIT

In accordance with 10 CFR 600, U.S. DOE reserves the right to initiate a final incurred cost audit on this award under Grant No. DE-EE0002020. If the audit has not been performed or completed prior to the closeout of the grant award, U.S. DOE retains the right to recover an appropriate amount after fully considering the recommendations on disallowed costs resulting from the final audit.

M. SPECIAL PROVISIONS RELATING TO WORK FUNDED UNDER AMERICAN RECOVERY AND REINVESTMENT ACT OF 2009

(i) Preamble

The American Recovery and Reinvestment Act of 2009, Pub. L. 111-5, (Recovery Act) was enacted to preserve and create jobs and promote economic recovery, assist those most impacted by the recession, provide investments needed to increase economic efficiency by spurring technological advances in science and health, invest

in transportation, environmental protection, and other infrastructure that will provide long-term economic benefits, stabilize State and local government budgets, in order to minimize and avoid reductions in essential services and counterproductive State and local tax increases. The City shall use grant funds in a manner that maximizes job creation and economic benefit.

The City should begin planning activities by obtaining a DUNS number (or updating the existing DUNS record), and registering with the Central Contractor Registration (CCR).

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

The Government has not fully developed the implementing instructions of the Recovery Act, particularly concerning specific procedural requirements for the new reporting requirements. The City will be provided these details as they become available. The City must comply with all requirements of the Act.

(ii) Definitions

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

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

(iii) Special Provisions

A. Segregation of Costs

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

B. Prohibition on Use of Funds

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

C. Access to Records

With respect to each financial assistance agreement awarded utilizing at least some of the funds appropriated or otherwise made available by the American Recovery and Reinvestment Act of 2009, Pub. L. 111-5, any representative of an appropriate inspector general appointed under section 3 or 8G of the

Inspector General Act of 1988 (5 U.S.C. App.) or of the Comptroller General is authorized –

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

D. Publication

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

Notice of Restriction on Disclosure and Use of Data

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

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

E. Protecting State and Local Government and Contractor Whistleblowers.

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

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

- gross mis-management of an agency contract or grant relating to covered funds;
- a gross waste of covered funds
- a substantial and specific danger to public health or safety related to the implementation or use of covered funds;
- an abuse of authority related to the implementation or use of covered funds; or

- a violation of law, rule, or regulation related to an agency contract (including the competition for or negotiation of a contract) or grant, awarded or issued relating to covered funds.

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

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

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

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

F. False Claims Act

The City shall promptly refer to the Agency or other appropriate Inspector General any credible evidence that a principal, employee, agent, contractor, sub-grantee, subcontractor or other person has submitted a false claim under the False Claims Act or has committed a criminal or civil violation of laws pertaining to fraud, conflict of interest, bribery, gratuity or similar misconduct involving those funds.

G. Information in Support of Recovery Act Reporting

The City may be required to submit backup documentation for expenditures of funds under the Recovery Act including such items as timecards and invoices. The City shall provide copies of backup documentation at the request of the Agency Project Manager or designee.

H. Availability of Funds

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

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

Certification by Governor -- Not later than April 3, 2009, for funds provided to any State or agency thereof by the American Reinvestment and Recovery Act of 2009, Pub. L. 111-5, the Governor of the State shall certify that: 1) the state will

request and use funds provided by the Act; and 2) the funds will be used to create jobs and promote economic growth.

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

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

J. Certifications

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

N. REPORTING AND REGISTRATION REQUIREMENTS UNDER SECTION 1512 OF THE RECOVERY ACT

- (a) This agreement requires the recipient to complete projects or activities which are funded under the American Recovery and Reinvestment Act of 2009 (Recovery Act) and to report on use of Recovery Act funds provided through this award. Information from these reports will be made available to the public.
- (b) The reports are due no later than five calendar days after each calendar quarter in which The City receives assistance funded in whole or in part by the Recovery Act.
- (c) The City must maintain current registrations in the Central Contractor Registration (<http://www.ccr.gov>) at all times during which it has active federal awards funded with Recovery Act funds. A Dun and Bradstreet Data Universal Numbering System (DUNS) Number (<http://www.dnb.com>) is one of the requirements for registration in the Central Contractor Registration.
- (d) The City shall report the information described in section 1512(c) of the Recovery Act using the reporting instructions and data elements that will be provided by the Agency and ensure that any information that is pre-filled is corrected or updated as needed.

O. WAGE RATE REQUIREMENTS UNDER SECTION 1606 OF THE RECOVERY ACT

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

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

- (b) For additional guidance on the wage rate requirements of section 1606, the City may contact the Agency Project Manager.

P. RECOVERY ACT TRANSACTIONS LISTED IN SCHEDULE OF EXPENDITURES OF FEDERAL AWARDS AND RECIPIENT RESPONSIBILITIES FOR INFORMING SUBRECIPIENTS

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

Q. DAVIS BACON ACT AND CONTRACT WORK HOURS AND SAFETY STANDARDS ACT

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

- (1) "Award" means any grant, cooperative agreement or technology investment agreement made with Recovery Act funds by the Department of Energy (DOE) to the Agency. Such Award must require compliance with the labor standards clauses and wage rate requirements of the Davis-Bacon Act (DBA) for work performed by all laborers and mechanics employed by the Agency, The City, and its contractors and subcontractors.
- (2) "Contractor" means an entity that enters into a Contract. For purposes of these clauses, Contractor shall include (as applicable) prime contractors, Recipients, Subrecipients, and Recipients' or Subrecipients' contractors, subcontractors, and lower-tier subcontractors. "Contractor" does not mean a unit of State or local government where construction is performed by its own employees.
- (3) "Contract" means a contract executed by the Agency, the City, a Recipient, Subrecipient, prime contractor or any tier subcontractor for construction, alteration, or repair. It may also mean (as applicable) (i) financial assistance instruments such as grants, cooperative agreements, technology investment agreements, and loans; and, (ii) Sub awards, contracts and subcontracts issued under financial assistance agreements. "Contract" does not mean a financial assistance instrument with a unit of State or local government where construction is performed by its own employees.

- (4) "Contracting Officer" means the DOE official authorized to execute an Award on behalf of DOE and who is responsible for the business management and non-program aspects of the financial assistance process.
- (5) "Recipient" means any entity other than an individual that receives an Award of Federal funds in the form of a grant, cooperative agreement or technology investment agreement directly from the Federal Government and is financially accountable for the use of any DOE funds or property, and is legally responsible for carrying out the terms and conditions of the program and Award.
- (6) "Subaward" means an award of financial assistance in the form of money, or property in lieu of money, made under an award by a Recipient to an eligible Subrecipient or by a Subrecipient to a lower- tier subrecipient. The term includes financial assistance when provided by any legal agreement, even if the agreement is called a contract, but does not include the Recipient's procurement of goods and services to carry out the program nor does it include any form of assistance which is excluded from the definition of "Award" above.
- (7) "Subrecipient" means a non-Federal entity that expends Federal funds received from a Recipient to carry out a Federal program, but does not include an individual that is a beneficiary of such a program.

(a) Davis Bacon Act

(1) Minimum wages.

- (i) All laborers and mechanics employed or working upon the site of the work (or under the United States Housing Act of 1937 or under the Housing Act of 1949 in the construction or development of the project), will be paid unconditionally and not less often than once a week, and without subsequent deduction or rebate on any account (except such payroll deductions as are permitted by regulations issued by the Secretary of Labor under the Copeland Act (29 CFR part 3)), the full amount of wages and bona fide fringe benefits (or cash equivalents thereof) due at time of payment computed at rates not less than those contained in the wage determination of the Secretary of Labor which is attached hereto and made a part hereof, regardless of any contractual relationship which may be alleged to exist between the Contractor and such laborers and mechanics.

Contributions made or costs reasonably anticipated for bona fide fringe benefits under section 1(b)(2) of the Davis-Bacon Act on behalf of laborers or mechanics are considered wages paid to such laborers or mechanics, subject to the provisions of paragraph (a)(1)(iv) of this section; also, regular contributions made or costs incurred for more than a weekly period (but not less often than quarterly) under plans, funds, or programs which cover the particular weekly period, are deemed to be constructively made or incurred during such weekly period. Such laborers and mechanics shall be paid the appropriate wage rate and fringe benefits on the wage determination for the classification of work actually performed, without regard to skill, except as provided in § 5.5(a)(4). Laborers or mechanics performing work in more than one classification may be compensated at the rate specified for each classification for the time actually worked therein: Provided, That the employer's payroll records accurately set forth the time spent in each classification in which work is performed. The wage determination (including any additional classification and wage rates conformed under paragraph (a)(1)(ii) of this section) and the Davis-Bacon poster (WH-1321) shall be posted at all times by the Contractor and its subcontractors at the site of the work in a prominent and accessible place where it can be easily seen by the workers.

- (ii)(A) The Contracting Officer shall require that any class of laborers or mechanics, including helpers, which is not listed in the wage determination and which is to be employed under the Contract shall be classified in conformance with the wage

determination. The Contracting Officer shall approve an additional classification and wage rate and fringe benefits therefore only when the following criteria have been met:

- (1) The work to be performed by the classification requested is not performed by a classification in the wage determination; and
 - (2) The classification is utilized in the area by the construction industry; and
 - (3) The proposed wage rate, including any bona fide fringe benefits, bears a reasonable relationship to the wage rates contained in the wage determination.
- (B) If the Contractor and the laborers and mechanics to be employed in the classification (if known), or their representatives, and the Contracting Officer agree on the classification and wage rate (including the amount designated for fringe benefits where appropriate), a report of the action taken shall be sent by the Contracting Officer to the Administrator of the Wage and Hour Division, U.S. Department of Labor, Washington, DC 20210. The Administrator, or an authorized representative, will approve, modify, or disapprove every additional classification action within 30 days of receipt and so advise the Contracting Officer or will notify the Contracting Officer within the 30-day period that additional time is necessary.
- (C) In the event the Contractor, the laborers or mechanics to be employed in the classification or their representatives, and the Contracting Officer do not agree on the proposed classification and wage rate (including the amount designated for fringe benefits, where appropriate), the Contracting Officer shall refer the questions, including the views of all interested parties and the recommendation of the Contracting Officer, to the Administrator for determination. The Administrator, or an authorized representative, will issue a determination within 30 days of receipt and so advise the Contracting Officer or will notify the Contracting Officer within the 30-day period that additional time is necessary.
- (D) The wage rate (including fringe benefits where appropriate) determined pursuant to paragraphs (a)(1)(ii)(B) or (C) of this section, shall be paid to all workers performing work in the classification under this Contract from the first day on which work is performed in the classification.
- (iii) Whenever the minimum wage rate prescribed in the Contract for a class of laborers or mechanics includes a fringe benefit which is not expressed as an hourly rate, the Contractor shall either pay the benefit as stated in the wage determination or shall pay another bona fide fringe benefit or an hourly cash equivalent thereof.
- (iv) If the Contractor does not make payments to a trustee or other third person, the Contractor may consider as part of the wages of any laborer or mechanic the amount of any costs reasonably anticipated in providing bona fide fringe benefits under a plan or program, Provided, That the Secretary of Labor has found, upon the written request of the Contractor, that the applicable standards of the Davis-Bacon Act have been met. The Secretary of Labor may require the Contractor to set aside in a separate account assets for the meeting of obligations under the plan or program.
- (2) Withholding.
The Department of Energy or the Recipient or Subrecipient shall upon its own action or upon written request of an authorized representative of the Department of Labor withhold or cause to be withheld from the Contractor under this Contract or any other Federal contract with the same prime contractor, or any other federally-assisted contract subject to Davis-Bacon prevailing wage requirements, which is held by the same prime contractor, so much of the accrued payments or advances as may be considered necessary to pay laborers and mechanics, including apprentices, trainees, and helpers, employed by the Contractor or any subcontractor the full amount of wages required by the Contract. In the event of failure to pay any laborer or mechanic, including any apprentice, trainee, or helper, employed or working on the site of the work (or under the United States Housing

Act of 1937 or under the Housing Act of 1949 in the construction or development of the project), all or part of the wages required by the Contract, the Department of Energy, Recipient, or Subrecipient, may, after written notice to the Contractor, sponsor, applicant, or owner, take such action as may be necessary to cause the suspension of any further payment, advance, or guarantee of funds until such violations have ceased.

(3) Payrolls and basic records.

(i) Payrolls and basic records relating thereto shall be maintained by the Contractor during the course of the work and preserved for a period of three years thereafter for all laborers and mechanics working at the site of the work (or under the United States Housing Act of 1937, or under the Housing Act of 1949, in the construction or development of the project). Such records shall contain the name, address, and social security number of each such worker, his or her correct classification, hourly rates of wages paid (including rates of contributions or costs anticipated for bona fide fringe benefits or cash equivalents thereof of the types described in section 1(b)(2)(B) of the Davis-Bacon Act), daily and weekly number of hours worked, deductions made and actual wages paid. Whenever the Secretary of Labor has found under 29 CFR 5.5(a)(1)(iv) that the wages of any laborer or mechanic include the amount of any costs reasonably anticipated in providing benefits under a plan or program described in section 1(b)(2)(B) of the Davis-Bacon Act, the Contractor shall maintain records which show that the commitment to provide such benefits is enforceable, that the plan or program is financially responsible, and that the plan or program has been communicated in writing to the laborers or mechanics affected, and records which show the costs anticipated or the actual cost incurred in providing such benefits. Contractors employing apprentices or trainees under approved programs shall maintain written evidence of the registration of apprenticeship programs and certification of trainee programs, the registration of the apprentices and trainees, and the ratios and wage rates prescribed in the applicable programs.

(ii) (A) The Contractor shall submit the payrolls to the Agency (as applicable), applicant, sponsor, or owner, as the case may be, for transmission to the Department of Energy. The payrolls submitted shall set out accurately and completely all of the information required to be maintained under 29 CFR 5.5(a)(3)(i), except that full social security numbers and home addresses shall not be included on weekly transmittals. Instead the payrolls shall only need to include an individually identifying number for each employee (e.g., the last four digits of the employee's social security number). The required weekly payroll information may be submitted in any form desired. Optional Form WH-347 is available for this purpose from the Wage and Hour Division Web site at <http://www.dol.gov/esa/whd/forms/wh347instr.htm> or its successor site. The prime Contractor is responsible for the submission of copies of payrolls by all subcontractors. Contractors and subcontractors shall maintain the full social security number and current address of each covered worker, and shall provide them upon request to the Department of Energy if the agency is a party to the Contract, but if the agency is not such a party, the Contractor will submit them to the Recipient or Subrecipient (as applicable), applicant, sponsor, or owner, as the case may be, for transmission to the Department of Energy, the Contractor, or the Wage and Hour Division of the Department of Labor for purposes of an investigation or audit of compliance with prevailing wage requirements. It is not a violation of this section for a prime contractor to require a subcontractor to provide addresses and social security numbers to the prime contractor for its own records, without weekly submission to the sponsoring government agency (or the Recipient or Subrecipient (as applicable), applicant, sponsor, or owner).

(B) Each payroll submitted shall be accompanied by a "Statement of Compliance," signed by the Contractor or subcontractor or his or her agent who pays or supervises the payment of the persons employed under the Contract and shall certify the following:

- (1) That the payroll for the payroll period contains the information required to be provided under § 5.5 (a)(3)(ii) of Regulations, 29 CFR part 5, the appropriate information is being maintained under § 5.5 (a)(3)(i) of Regulations, 29 CFR part 5, and that such information is correct and complete;
 - (2) That each laborer or mechanic (including each helper, apprentice, and trainee) employed on the Contract during the payroll period has been paid the full weekly wages earned, without rebate, either directly or indirectly, and that no deductions have been made either directly or indirectly from the full wages earned, other than permissible deductions as set forth in Regulations, 29 CFR part 3;
 - (3) That each laborer or mechanic has been paid not less than the applicable wage rates and fringe benefits or cash equivalents for the classification of work performed, as specified in the applicable wage determination incorporated into the Contract.
- (C) The weekly submission of a properly executed certification set forth on the reverse side of Optional Form WH-347 shall satisfy the requirement for submission of the "Statement of Compliance" required by paragraph (a)(3)(ii)(B) of this section.
- (D) The falsification of any of the above certifications may subject the Contractor or subcontractor to civil or criminal prosecution under section 1001 of title 18 and section 3729 of title 31 of the United States Code.
- (iii) The Contractor or subcontractor shall make the records required under paragraph (a)(3)(i) of this section available for inspection, copying, or transcription by authorized representatives of the Department of Energy or the Department of Labor, and shall permit such representatives to interview employees during working hours on the job. If the Contractor or subcontractor fails to submit the required records or to make them available, the Federal agency may, after written notice to the Contractor, sponsor, applicant, or owner, take such action as may be necessary to cause the suspension of any further payment, advance, or guarantee of funds. Furthermore, failure to submit the required records upon request or to make such records available may be grounds for debarment action pursuant to 29 CFR 5.12.
- (4) Apprentices and trainees.
- (i) Apprentices. Apprentices will be permitted to work at less than the predetermined rate for the work they performed when they are employed pursuant to and individually registered in a bona fide apprenticeship program registered with the U.S. Department of Labor, Employment and Training Administration, Office of Apprenticeship Training, Employer and Labor Services, or with a State Apprenticeship Agency recognized by the Office, or if a person is employed in his or her first 90 days of probationary employment as an apprentice in such an apprenticeship program, who is not individually registered in the program, but who has been certified by the Office of Apprenticeship Training, Employer and Labor Services or a State Apprenticeship Agency (where appropriate) to be eligible for probationary employment as an apprentice. The allowable ratio of apprentices to journeymen on the job site in any craft classification shall not be greater than the ratio permitted to the Contractor as to the entire work force under the registered program. Any worker listed on a payroll at an apprentice wage rate, who is not registered or otherwise employed as stated above, shall be paid not less than the applicable wage rate on the wage determination for the classification of work actually performed. In addition, any apprentice performing work on the job site in excess of the ratio permitted under the registered program shall be paid not less than the applicable wage rate on the wage determination for the work actually performed. Where a Contractor is performing construction on a project in a locality other than that in which its program is registered, the ratios and wage rates (expressed in percentages of the journeyman's hourly rate) specified in the Contractor's or subcontractor's registered program shall be observed. Every apprentice must be paid at not less than the rate specified in the registered program for the

apprentice's level of progress, expressed as a percentage of the journeymen hourly rate specified in the applicable wage determination. Apprentices shall be paid fringe benefits in accordance with the provisions of the apprenticeship program. If the apprenticeship program does not specify fringe benefits, apprentices must be paid the full amount of fringe benefits listed on the wage determination for the applicable classification. If the Administrator determines that a different practice prevails for the applicable apprentice classification, fringes shall be paid in accordance with that determination. In the event the Office of Apprenticeship Training, Employer and Labor Services, or a State Apprenticeship Agency recognized by the Office, withdraws approval of an apprenticeship program, the Contractor will no longer be permitted to utilize apprentices at less than the applicable predetermined rate for the work performed until an acceptable program is approved.

- (ii) Trainees. Except as provided in 29 CFR 5.16, trainees will not be permitted to work at less than the predetermined rate for the work performed unless they are employed pursuant to and individually registered in a program which has received prior approval, evidenced by formal certification by the U.S. Department of Labor, Employment and Training Administration. The ratio of trainees to journeymen on the job site shall not be greater than permitted under the plan approved by the Employment and Training Administration. Every trainee must be paid at not less than the rate specified in the approved program for the trainee's level of progress, expressed as a percentage of the journeyman hourly rate specified in the applicable wage determination. Trainees shall be paid fringe benefits in accordance with the provisions of the trainee program. If the trainee program does not mention fringe benefits, trainees shall be paid the full amount of fringe benefits listed on the wage determination unless the Administrator of the Wage and Hour Division determines that there is an apprenticeship program associated with the corresponding journeyman wage rate on the wage determination which provides for less than full fringe benefits for apprentices. Any employee listed on the payroll at a trainee rate who is not registered and participating in a training plan approved by the Employment and Training Administration shall be paid not less than the applicable wage rate on the wage determination for the classification of work actually performed. In addition, any trainee performing work on the job site in excess of the ratio permitted under the registered program shall be paid not less than the applicable wage rate on the wage determination for the work actually performed. In the event the Employment and Training Administration withdraws approval of a training program, the Contractor will no longer be permitted to utilize trainees at less than the applicable predetermined rate for the work performed until an acceptable program is approved.
- (iii) Equal employment opportunity. The utilization of apprentices, trainees and journeymen under this part shall be in conformity with the equal employment opportunity requirements of Executive Order 11246, as amended and 29 CFR part 30.

(5) Compliance with Copeland Act requirements.

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

(6) Contracts and Subcontracts.

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

(7) Contract termination: debarment.

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

(8) Compliance with Davis-Bacon and Related Act requirements.

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

(9) Disputes concerning labor standards.

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

(10) Certification of eligibility.

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

(b) Contract Work Hours and Safety Standards Act

As used in this paragraph, the terms laborers and mechanics include watchmen and guards.

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

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

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

(4) Contracts and Subcontracts. The Recipient, Subrecipient, and Recipient's and Subrecipient's contractor or subcontractor shall insert in any Contracts, the clauses set forth in paragraph (b)(1) through (4) of this section and also a clause requiring the subcontractors

to include these clauses in any lower tier subcontracts. The Recipient shall be responsible for compliance by any subcontractor or lower tier subcontractor with the clauses set forth in paragraphs (b)(1) through (4) of this section.

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

3. Compensation.

A. The total amount paid by the Agency to the City for satisfactory performance of the work under this Agreement shall not exceed **\$500,000.00**. The funding for this Agreement is provided by Grant No. DE-EE0002020 by the U.S. DOE using funds authorized under the American Recovery and Reinvestment Act of 2009 (Pub. L. 111--5) (Recovery Act) and is part of the Agency's Puget Sound Clean Cities Coalition work plan for Fiscal Year 2011.

The funding shall pay for labor and equipment to install a minimum of 50 and a maximum of 100 fully operational Level 2 EVSEs (with a targeted number of 75). Labor may include: site evaluation and design; trenching; digging; hardware installation for electrical service upgrades; connecting conduit from the electrical panel to the EVSE; and direct installation-related labor. Funding also may be used to pay for necessary electrical service upgrades in buildings or parking structures to ensure installation of an adequate number of EVSEs at a particular site. However, funding for costs associated with electrical service upgrades must be authorized by the Agency Project Manager as outlined in Section 1(B) Task 4(d) and must not cause the City to install fewer than 50 EVSEs.

B. To receive compensation, the City shall:

a. submit requests for cost reimbursement to the Agency Project Manager not more often than bi-weekly using the City's own invoicing forms.

b. submit the following documentation to the Agency Project Manager with requests for cost reimbursement:

i. For EVSE: electronic copies of paid invoices. The invoices shall include the following information for each EVSE purchased: EVSE vendor; invoice date; invoice total; buyer name; vehicle/equipment make; model; model year (if applicable); price paid; and serial number.

ii. For labor costs, the City shall submit paid invoices showing time and material information. Charges must be detailed and must include: task or subtask performed; name of person/company who performed the work; cost per hour; specific number of hours within a given billing period. The City shall also submit all applicable Davis Bacon Act certification as outlined in Section 2(P).

C. The total reimbursable costs for EVSEs and labor payable to the City shall not exceed the amount detailed in the Project Budget approved under Section 1(B) Task 4(d).

D. Requests for cost reimbursement shall be paid within thirty (30) days after review and approval by the Agency Project Manager. Approval shall be based upon successful compliance with all requirements of this Agreement. The final request for cost reimbursement must be submitted no later than December 2, 2011.

E. Funding for work to be conducted after June 30, 2011, is contingent upon approval of funding by the Agency Board of Directors and satisfactory performance by the City. The Agency Project Manager shall notify the City by e-mail after the Agency Board of Directors approves the Agency's FY12 budget.

4. **Term.** The effective date of this Agreement is January 1, 2010. No payments in advance or in anticipation of services or supplies to be provided under this Agreement shall be made by the Agency. Any costs incurred prior to the effective date of this Agreement shall be at the sole expense and risk of the City. The termination date of this Agreement is January 31, 2014.

5. **Communications.** The following persons shall be the contact persons for all communications regarding the performance of this Agreement.

City of Seattle	Puget Sound Clean Air Agency
Chris Wiley	Project Manager: Stephanie Meyn
Seattle Fleet Services	Puget Sound Clean Air Agency
700 5th Avenue, #5200	1904 Third Avenue, Suite 105
Seattle, WA 98124	Seattle, WA 98101
Phone: (206) 233-7912	Phone: (206) 689-4055
Fax: (206) 684-0656	Fax: (206) 343-7522
E-mail address: Chris.Wiley@seattle.gov	E-mail: StephanieM@pscleanair.org

6. **Changes.** The parties may, from time to time, require changes in the scope of services performed under this Agreement. The parties shall mutually agree to the changes by written amendment to the Agreement.

7. **Subcontracting.** Except for the subcontracts indentified in Section 1.B, Task 5, of this Agreement, neither party, nor any subcontractor of either party, shall enter into subcontracts for any of the services or work contemplated under this Agreement without obtaining prior written approval of the Agency. In no event shall the existence of any subcontract operate to release or reduce the liability of the City to the Agency for any breach in the performance of the City's duties.

8. **The City Not An Employee of the Agency.** The City and its employees or agents are not employees of the Agency and shall not be entitled to compensation or benefits of any kind other than as specifically provided herein. The City shall not hold itself out as nor claim to be an officer or an employee of the Agency by reason hereof, nor shall the City make any claim of right, privilege or benefit which would accrue to an employee under the law.

9. **Assignment.** The work provided under this Agreement, and any claim arising thereunder, is not assignable or delegable by either party, in whole or in part, without the express prior written consent of the other party.

10. **Indemnification.** Each party to this agreement shall be responsible for its own acts and/or omissions and those of its officers, employees and agents. No party to this agreement shall be responsible for the acts and/or omissions of entities or individuals not a party to this Agreement.

11. **Industrial Insurance Coverage.** The City shall provide or purchase industrial insurance coverage prior to performing work under this Agreement and shall maintain full compliance with Chapter 51.12 RCW during the term of this Agreement. If the City is exempt from the requirements of Chapter 51.12 RCW, it must carry appropriate liability insurance equivalent to the coverage provided under that chapter. The Agency shall not be responsible for the payment of industrial or liability insurance premiums or for any other claim or benefit for the City, or any subcontractor or employee of the City, which might arise under the industrial insurance laws during the performance of duties and services under this Agreement. If the Department of Labor and Industries, upon audit, determines that industrial insurance payments are due and owing as a

result of work performed under this Agreement, those payments shall be made by the City and the City shall indemnify the Agency and guarantee payment of such amounts.

12. **Nondiscrimination.** During the performance of this Agreement, the City shall comply with all federal and state nondiscrimination laws, regulations and policies. In the event of the City's noncompliance or refusal to comply with any nondiscrimination law, regulation, or policy, this Agreement may be rescinded, canceled or terminated in whole or in part, and the City may be declared ineligible for further agreements with the Agency. The City shall, however, be given a reasonable time in which to remedy this noncompliance.

13. **Utilization of Minority and Women-Owned Business Enterprises (MWBE).** To the extent practicable, when performing the services agreed to under this Agreement, the City should utilize MWBEs certified by the Office of Minority and Women's Business Enterprises under the state of Washington certification program.

14. **Dispute Resolution.** When a dispute arises between the parties and it cannot be resolved by direct negotiation between the Agency Project Manager and the City, the process described in this section will be used to resolve the dispute.

- a. The City may request a dispute hearing with the Agency Executive Director. The request for a dispute hearing must:
 - Be in writing
 - State the disputed issue(s)
 - State the relative positions of the parties
 - Include any relevant documentation
 - State whether the City desires to meet in person with the Agency Executive Director to discuss the dispute
 - Be received by the Agency Executive Director by U.S. postal mail or e-mail within 5 working days after the parties agree they cannot resolve the dispute.
- b. Upon receipt of a complete request for a dispute hearing, the Agency Executive Director or designee shall provide a copy of the request to the Agency Project Manager and request a written response from the Agency Project Manager within 5 working days.
- c. The Agency Executive Director shall review the request for a dispute hearing and the response from the Agency Project Manager, and meet with the parties if requested. The Agency Executive Director shall reply in writing with a decision to both parties within 10 working days. This period may be extended as needed by the Agency Executive Director by notifying the parties.
- d. The parties agree that this dispute process shall precede any action in a judicial or quasi-judicial tribunal.
- e. Nothing in this section shall be construed to limit the parties' choice of a mutually acceptable alternative dispute resolution method in addition to the process outlined in this section.

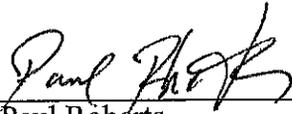
15. **Compliance with All Laws and Regulations.** The City must obtain all required local, state, and federal permits necessary for the performance of this Agreement and shall comply with all applicable local, state, and federal laws, regulations and standards necessary for the performance of this Agreement. The Agency shall comply with all applicable local, state, and federal laws, regulations and standards necessary for the performance of this Agreement.

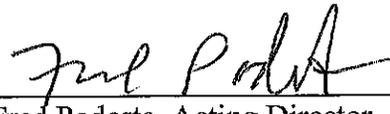
16. **Media Events.** The City shall notify the Agency Project Manager by e-mail two (2) weeks in advance of any planned media events related to activities funded through this Agreement.

THIS Agreement is executed by the persons signing below, who warrant they have the authority to execute this Agreement.

**PUGET SOUND CLEAN AIR
AGENCY**

CITY OF SEATTLE

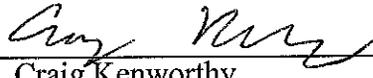
By: 
Paul Roberts
Board of Directors, Chair

By: 
Fred Podesta, Acting Director
Fleets and Facilities Department

Date: 9.28.10

Date: 9/16/2010

Attest:

By: 
Craig Kenworthy
Executive Director

Date: 9/18/2010

Approved as to Form:

By: 
Laurie Halvorson
Director of Compliance and Legal

Date: 9/22/10



Puget Sound Clean Air Agency
1904 3rd Ave., Ste 105
Seattle, WA 98101

Certification Regarding Debarment, Suspension and Other Responsibility Matters

The prospective participant certifies to the best of its knowledge and belief that it and its principals:

- (a) Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any Federal department or agency;
- (b) Have not within a three-year period preceding this proposal been convicted of or had a civil judgement rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State, or local) transaction or contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;
- (c) Are not presently indicted for or otherwise criminally or civilly charged by a government entity (Federal, State, or local) with commission of any of the offenses enumerated in paragraph (1)(b) of this certification; and
- (d) Have not within a three-year period preceding this application/proposal had one or more public transactions (Federal, State, or local) terminated for cause or default.

I understand that a false statement on this certification may be grounds for rejection of this proposal or termination of the award. In addition, under 18 USC Sec. 1001, a false statement may result in a fine of up to \$10,000 or imprisonment for up to 5 years, or both.

Fred Podesta

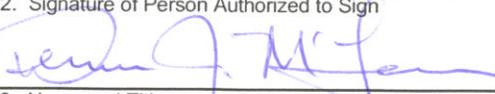
Typed Name & Title of Authorized Representative

Fred Podesta
Signature of Authorized Representative

9/16/2010
Date

I am unable to certify to the above statements. My explanation is attached

ASSISTANCE AGREEMENT

1. Award No. DE-EE0002020		2. Modification No.	3. Effective Date 12/03/2009	4. CFDA No. 81.086
5. Awarded To PUGET SOUND AIR POLLUTION CTRL Attn: LINDA HEDSTROM 1904 3RD AVE., SUITE 105 SEATTLE WA 981013317		6. Sponsoring Office U.S. DOE/NETL Morgantown Campus 3610 Collins Ferry Road PO Box 880 Morgantown WV 26507-0880		7. Period of Performance 12/03/2009 through 12/02/2013
8. Type of Agreement <input checked="" type="checkbox"/> Grant <input type="checkbox"/> Cooperative Agreement <input type="checkbox"/> Other	9. Authority 31 USC 6304 - See Page 2 10 USC 2358		10. Purchase Request or Funding Document No. 10EE000941	
11. Remittance Address PUGET SOUND AIR POLLUTION CTRL Attn: LINDA HEDSTROM 1904 3RD AVE., SUITE 105 SEATTLE WA 981013317		12. Total Amount Govt. Share: \$14,999,770.00 Cost Share : \$22,317,164.00 Total : \$37,316,934.00		13. Funds Obligated This action: \$14,749,927.00 Total : \$14,749,927.00
14. Principal Investigator Stephanie Meyn 206-689-4055	15. Program Manager Kay L. Kelly Phone: 303-275-6037		16. Administrator U.S. DOE/NETL Morgantown Campus 3610 Collins Ferry Road PO Box 880 Morgantown WV 26507-0880	
17. Submit Payment Requests To OR for NETL (Morgantown) U.S. Department of Energy Oak Ridge Financial Service Center P.O. Box 4787 Oak Ridge TN 37831		18. Paying Office		19. Submit Reports To Attachment 3
20. Accounting and Appropriation Data				
21. Research Title and/or Description of Project RECOVERY ACT - PUGET SOUND CLEAN CITIES COALITION PETROLEUM REDUCTION PROJECT				
For the Recipient		For the United States of America		
22. Signature of Person Authorized to Sign 		25. Signature of Grants/Agreements Officer 		
23. Name and Title Dennis J. McLerran Executive Officer	24. Date Signed 12/9/2009	26. Name of Officer ANGELA D. BOSLEY	27. Date Signed 12/03/2009	

CONTINUATION SHEET	REFERENCE NO. OF DOCUMENT BEING CONTINUED	PAGE	OF
	DE-EE0002020	2	20

NAME OF OFFEROR OR CONTRACTOR
 PUGET SOUND AIR POLLUTION CTRL

ITEM NO. (A)	SUPPLIES/SERVICES (B)	QUANTITY (C)	UNIT (D)	UNIT PRICE (E)	AMOUNT (F)
	DUNS Number: 363422374 DOE Award Administrator: Sue Miltenberger 304-285-4083 susan.miltenberger@netl.doe.gov Recipient Business Officer: Stephanie Meyn 206-689-4055 StephanieM@psc CleanAir.org Block 9 Authority: PL 95-91 DOE Organization Act, PL 111-5 American Recovery and Reinvestment Act of 2009 and PL 109-58 Energy Policy Act 2005 The administrative office (administrative contracting activity) for this award is 02605. The administrative office (administrative contracting activity) code is needed by the Recipient for reporting to FederalReporting.gov concerning awards made with funding from the American Recovery and Reinvestment Act of 2009 (ARRA or Recovery Act). ASAP: NO Extent Competed: COMPETED Davis-Bacon Act: YES Delivery: 12/02/2013 Delivery Location Code: 02605 U.S. DOE/NETL Morgantown Campus 3610 Collins Ferry Road PO Box 880 Morgantown WV 26507-0880 Payment: OR for NETL (Morgantown) U.S. Department of Energy Oak Ridge Financial Service Center P.O. Box 4787 Oak Ridge TN 37831 Fund: 05794 Appr Year: 2009 Allottee: 31 Report Entity: 220520 Object Class: 41000 Program: 1005109 Project: 2004510 WFO: 0000000 Local Use: 0000000 TAS Agency: 89 TAS Account: 0331				

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

RESOLUTION OF CONFLICTING CONDITIONS

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

AWARD AGREEMENT TERMS AND CONDITIONS

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

- a. Special terms and conditions.
- b. Attachments:

Attachment No.	Title
1	Intellectual Property Provisions
2	Statement of Project Objectives
3	Federal Assistance Reporting Checklist
4	Budget Pages
5	Wage Determinations
- c. Applicable program regulations [none]
- d. DOE Assistance Regulations, 10 CFR Part 600 at <http://ecfr.gpoaccess.gov> and if the award is for research and to a university or non-profit, the Research Terms & Conditions and the DOE Agency Specific Requirements at <http://www.nsf.gov/bfa/dias/policy/rtc/index.jsp>.
- e. Application dated May 2009 and revisions dated October 28, 2009 and November 3, 2009.
- f. National Policy Assurances to Be Incorporated as Award Terms in effect on date of award at http://management.energy.gov/business_doe/1374.htm.

AWARD PROJECT PERIOD AND BUDGET PERIODS

The Project Period for this award is 12/15/2009 through 12/14/2013 consisting of one (1) Budget Period.

PAYMENT PROCEDURES - REIMBURSEMENT THROUGH THE AUTOMATED CLEARING HOUSE (ACH) VENDER INQUIRY PAYMENT ELECTRONIC REPORTING SYSTEM (VIPERS)

- a. Method of Payment. Payment will be made by reimbursement through ACH.
- b. Requesting Reimbursement. Requests for reimbursements must be made electronically through Department of Energy's Oak Ridge Financial Service Center (ORFSC) VIPERS. To access and use VIPERS, you must enroll at <https://finweb.oro.doe.gov/vipers.htm>. Detailed instructions on how to enroll are provided on the web site.

For non-construction awards, you must submit a Standard Form (SF) 270, "Request for Advance or Reimbursement" at <https://finweb.oro.doe.gov/vipers.htm> and attach a file containing appropriate supporting documentation. The file attachment must show the total federal share claimed on the SF 270, the non-federal share claimed for the billing period if cost sharing is required, and cumulative expenditures to date (both Federal and non-Federal) for each of the following categories: salaries/wages and fringe benefits; equipment; travel; participant/training support costs, if any; other direct costs, including subawards/contracts; and indirect costs. For construction awards, you must submit a SF 271, "Outlay Report and Request for Reimbursement for Construction Programs," through VIPERS.

- c. Timing of submittals. Submittal of the SF 270 or SF 271 should coincide with your normal billing pattern, but not more frequently than every two weeks. Requests for reimbursement must be limited to the amount of disbursements made during the billing period for the federal share of direct project costs and the proportionate share of any allowable indirect costs incurred during that billing period.

d. Adjusting payment requests for available cash. You must disburse any funds that are available from repayments to and interest earned on a revolving fund, program income, rebates, refunds, contract settlements, audit recoveries, credits, discounts, and interest earned on any of those funds before requesting additional cash payments from DOE/NNSA.

e. Payments. The DOE approving official will approve the invoice as soon as practicable but not later than 30 days after your request is received, unless the billing is improper. Upon receipt of an invoice payment authorization from the DOE approving official, the ORFSC will disburse payment to you. You may check the status of your payments at the VIPER web site. All payments are made by electronic funds transfer to the bank account identified on the ACH Vendor/Miscellaneous Payment Enrollment Form (SF 3881) that you filed.

INCREMENTAL FUNDING AND MAXIMUM OBLIGATION - COEXTENSIVE BUDGET PERIOD AND PROJECT PERIOD

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

COST SHARING FFRDC'S NOT INVOLVED

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

Budget Period	Federal Share	Non-Federal Share	Total
1	\$14,999,770	\$22,317,164	\$37,316,934

b. If you discover that you may be unable to provide cost sharing of at least the amount identified in paragraph a of this article, you should immediately provide written notification to the DOE Award Administrator indicating whether you will continue or phase out the project. If you plan to continue the project, the notification must describe how replacement cost sharing will be secured.

c. You must maintain records of all project costs that you claim as cost sharing, including in-kind costs, as well as records of costs to be paid by DOE/NNSA. Such records are subject to audit.

d. Failure to provide the cost sharing required by this Article may result in the subsequent recovery by DOE/NNSA of some or all the funds provided under the award.

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

a. If actual allowable indirect costs are less than those budgeted and funded under the award, you may use the difference to pay additional allowable direct costs during the project period. If at the completion of the award the Government's share of total allowable costs (i.e., direct and indirect), is less than the total costs reimbursed, you must refund the difference.

b. Recipients are expected to manage their indirect costs. DOE will not amend an award solely to provide additional funds for changes in indirect cost rates. DOE recognizes that the inability to obtain full

reimbursement for indirect costs means the recipient must absorb the underrecovery. Such underrecovery may be allocated as part of the organization's required cost sharing.

PRE-AWARD COSTS

You are entitled to reimbursement for costs incurred on or after 08/24/2009, as authorized by the pre-award costs letter dated 10/08/2009, if such costs are allowable in accordance with the applicable Federal cost principles referenced in 10 CFR part 600.

STATEMENT OF FEDERAL STEWARDSHIP

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

SITE VISITS

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

REPORTING REQUIREMENTS

a. Requirements. The reporting requirements for this award are identified on the Federal Assistance Reporting Checklist, DOE F 4600.2, attached to this award. Failure to comply with these reporting requirements is considered a material noncompliance with the terms of the award. Noncompliance may result in withholding of future payments, suspension, or termination of the current award, and withholding of future awards. A willful failure to perform, a history of failure to perform, or unsatisfactory performance of this and/or other financial assistance awards, may also result in a debarment action to preclude future awards by Federal agencies.

b. Dissemination of scientific/technical reports. Scientific/technical reports submitted under this award will be disseminated on the Internet via the DOE Information Bridge (www.osti.gov/bridge), unless the report contains patentable material, protected data, or SBIR/STTR data. Citations for journal articles produced under the award will appear on the DOE Energy Citations Database (www.osti.gov/energycitations).

c. Restrictions. Reports submitted to the DOE Information Bridge must not contain any Protected Personal Identifiable Information (PII), limited rights data (proprietary data), classified information, information subject to export control classification, or other information not subject to release.

PUBLICATIONS

a. You are encouraged to publish or otherwise make publicly available the results of the work conducted under the award.

b. An acknowledgment of Federal support and a disclaimer must appear in the publication of any material, whether copyrighted or not, based on or developed under this project, as follows:

Acknowledgment: "This material is based upon work supported by the Department of Energy under

Award Number DE-EE0002020."

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

FEDERAL, STATE, AND MUNICIPAL REQUIREMENTS

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

INTELLECTUAL PROPERTY PROVISIONS AND CONTACT INFORMATION

a. The intellectual property provisions applicable to this award are provided as an attachment to this award or are referenced on the Agreement Face Page. A list of all intellectual property provisions may be found at http://www.gc.doe.gov/financial_assistance_awards.htm.

b. Questions regarding intellectual property matters should be referred to the DOE Award Administrator and the Patent Counsel designated as the service provider for the DOE office that issued the award. The IP Service Providers List is found at [http://www.gc.doe.gov/documents/Intellectual_Property_\(IP\)_Service_Providers_for_Acquisition.pdf](http://www.gc.doe.gov/documents/Intellectual_Property_(IP)_Service_Providers_for_Acquisition.pdf)

LOBBYING RESTRICTIONS

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

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

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

INSOLVENCY, BANKRUPTCY OR RECEIVERSHIP

a. You shall immediately notify the DOE of the occurrence of any of the following events: (i) you or your parent's filing of a voluntary case seeking liquidation or reorganization under the Bankruptcy Act; (ii) your consent to the institution of an involuntary case under the Bankruptcy Act against you or your parent; (iii) the filing of any similar proceeding for or against you or your parent, or its consent to, the dissolution, winding-up or readjustment of your debts, appointment of a receiver, conservator, trustee, or other officer with similar powers over you, under any other applicable state or federal law; or (iv) your insolvency due to your inability to pay your debts generally as they become due.

b. Such notification shall be in writing and shall: (i) specifically set out the details of the occurrence of an event referenced in paragraph a; (ii) provide the facts surrounding that event; and (iii) provide the impact such event will have on the project being funded by this award.

c. Upon the occurrence of any of the four events described in the first paragraph, DOE reserves the

right to conduct a review of your award to determine your compliance with the required elements of the award (including such items as cost share, progress towards technical project objectives, and submission of required reports). If the DOE review determines that there are significant deficiencies or concerns with your performance under the award, DOE reserves the right to impose additional requirements, as needed, including (i) change your payment method; or (ii) institute payment controls.

d. Failure of the Recipient to comply with this provision may be considered a material noncompliance of this financial assistance award by the Contracting Officer.

NATIONAL ENVIRONMENTAL POLICY ACT (NEPA) REQUIREMENTS

You are restricted from taking any action using Federal funds, which would have an adverse effect on the environment or limit the choice of reasonable alternatives prior to DOE/NNSA providing either a NEPA clearance or a final NEPA decision regarding this project. Prohibited actions include, but are not limited to infrastructure work such as demolition of existing buildings, site clearing, ground breaking, construction, and/or detailed design. This restriction does not preclude you from: Statement of Project Objective activities that have received NEPA clearance; specifically, administrative, educational, outreach and training activities are allowable

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

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

PROPERTY

Real property and equipment acquired by the Recipient shall be subject to the rules set forth in 10 CFR 600.321.

Consistent with the goals and objectives of this project, the Recipient may continue to use Recipient acquired property beyond the Period of Performance, without obligation, during the period of such use, to extinguish DOE's conditional title to such property as described in 10 CFR 600.321., subject to the following: (a) the Recipient continues to utilize such property for the objectives of the project as set forth in the Statement of Project Objectives; (b) DOE retains the right to periodically ask for, and the Recipient agrees to provide, reasonable information concerning the use and condition of the property; and (c) the Recipient follows the property disposition rules set forth in 10 CFR 600.321 if the property is no longer used by the Recipient for the objectives of the project, and the fair market value of property exceeds \$5,000.

Once the per unit fair market value of the property is less than \$5,000, pursuant to 10 CFR 600.321(f)(1)(i), DOE's residual interest in the property shall be extinguished and Recipient shall have no further obligation to the DOE with respect to the property.

The regulations as set forth in 10 CFR 600 and the requirements of this article shall also apply to property in the possession of any team member, sub-recipient or other entity where such property was acquired in whole or in part with funds provided by DOE under this grant or where such property was counted as cost-sharing under the grant.

FINAL INCURRED COST AUDIT

In accordance with 10 CFR 600, DOE reserves the right to initiate a final incurred cost audit on this award. If the audit has not been performed or completed prior to the closeout of the award, DOE retains the right to

recover an appropriate amount after fully considering the recommendations on disallowed costs resulting from the final audit.

INDEMNITY

The Recipient shall indemnify the Government and its officers, agents, or employees for any and all liability, including litigation expenses and attorneys' fees, arising from suits, actions, or claims of any character for death, bodily injury, or loss of or damage to property or to the environment, resulting from the project, except to the extent that such liability results from the direct fault or negligence of Government officers, agents or employees, or to the extent such liability may be covered by applicable allowable costs provisions.

SPECIAL PROVISIONS RELATING TO WORK FUNDED UNDER AMERICAN RECOVERY AND REINVESTMENT ACT OF 2009

Preamble

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

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

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

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

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

Definitions

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

Non-Federal employer means any employer with respect to covered funds – the contractor, subcontractor, grantee, or recipient, as the case may be, if the contractor, subcontractor, grantee, or recipient is an employer; and any professional membership organization, certification of other professional body, any

agent or licensee of the Federal government, or any person acting directly or indirectly in the interest of an employer receiving covered funds; or with respect to covered funds received by a State or local government, the State or local government receiving the funds and any contractor or subcontractor receiving the funds and any contractor or subcontractor of the State or local government; and does not mean any department, agency, or other entity of the federal government.

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

Special Provisions

A. Flow Down Requirement

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

B. Segregation of Costs

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

C. Prohibition on Use of Funds

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

D. Access to Records

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

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

E. Publication

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

Notice of Restriction on Disclosure and Use of Data

The data contained in pages ---- of this application have been submitted in confidence and contain trade secrets or proprietary information, and such data shall be used or disclosed only for evaluation purposes, provided that if this applicant receives an award as a result of or in connection with the submission of this application, DOE shall have the right to use or disclose the data here to the extent provided in the award.

This restriction does not limit the Government's right to use or disclose data obtained without restriction from any source, including the applicant.

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

F. Protecting State and Local Government and Contractor Whistleblowers.

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

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

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

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

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

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

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

G. Request for Reimbursement

Reserved.

H. False Claims Act

Recipient and sub-recipients shall promptly refer to the DOE or other appropriate Inspector General any credible evidence that a principal, employee, agent, contractor, sub-grantee, subcontractor or other person has submitted a false claim under the False Claims Act or has committed a criminal or civil violation of laws pertaining to fraud, conflict of interest, bribery, gratuity or similar misconduct involving those funds.

I. Information in supporting of Recovery Act Reporting

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

J. Availability of Funds

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

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

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

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

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

L. Certifications

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

REPORTING AND REGISTRATION REQUIREMENTS UNDER SECTION 1512 OF THE RECOVERY ACT

(a) This award requires the recipient to complete projects or activities which are funded under the American Recovery and Reinvestment Act of 2009 (Recovery Act) and to report on use of Recovery Act funds provided through this award. Information from these reports will be made available to the public.

(b) The reports are due no later than ten calendar days after each calendar quarter in which the recipient

receives the assistance award funded in whole or in part by the Recovery Act.

(c) Recipients and their first-tier recipients must maintain current registrations in the Central Contractor Registration (<http://www.ccr.gov>) at all times during which they have active federal awards funded with Recovery Act funds. A Dun and Bradstreet Data Universal Numbering System (DUNS) Number (<http://www.dnb.com>) is one of the requirements for registration in the Central Contractor Registration.

(d) The recipient shall report the information described in section 1512(c) of the Recovery Act using the reporting instructions and data elements that will be provided online at <http://www.FederalReporting.gov> and ensure that any information that is pre-filled is corrected or updated as needed.

WAGE RATE REQUIREMENTS UNDER SECTION 1606 OF THE RECOVERY ACT

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

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

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

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

(a) To maximize the transparency and accountability of funds authorized under the American Recovery and Reinvestment Act of 2009 (Pub. L. 111--5) (Recovery Act) as required by Congress and in accordance with 2 CFR 215.21 "Uniform Administrative Requirements for Grants and Agreements" and OMB Circular A--102 Common Rules provisions, recipients agree to maintain records that identify adequately the source and application of Recovery Act funds. OMB Circular A--102 is available at <http://www.whitehouse.gov/omb/circulars/a102/a102.html>.

(b) For recipients covered by the Single Audit Act Amendments of 1996 and OMB Circular A--133, "Audits of States, Local Governments, and Non-Profit Organizations," recipients agree to separately identify the expenditures for Federal awards under the Recovery Act on the Schedule of Expenditures of Federal Awards (SEFA) and the Data Collection Form (SF--SAC) required by OMB Circular A--133. OMB Circular A--133 is available at <http://www.whitehouse.gov/omb/circulars/a133/a133.html>. This shall be accomplished by identifying expenditures for Federal awards made under the Recovery Act separately on the SEFA, and as separate rows under Item 9 of Part III on the SF--SAC by CFDA number, and inclusion of the prefix "ARRA-" in identifying the name of the Federal program on the SEFA and as the first characters in Item 9d of Part III on the SF--SAC.

(c) Recipients agree to separately identify to each subrecipient, and document at the time of subaward and

at the time of disbursement of funds, the Federal award number, CFDA number, and amount of Recovery Act funds. When a recipient awards Recovery Act funds for an existing program, the information furnished to subrecipients shall distinguish the subawards of incremental Recovery Act funds from regular subawards under the existing program.

(d) Recipients agree to require their subrecipients to include on their SEFA information to specifically identify Recovery Act funding similar to the requirements for the recipient SEFA described above. This information is needed to allow the recipient to properly monitor subrecipient expenditure of ARRA funds as well as oversight by the Federal awarding agencies, Offices of Inspector General and the Government Accountability Office.

DAVIS BACON ACT AND CONTRACT WORK HOURS AND SAFETY STANDARDS ACT

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

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

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

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

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

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

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

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

(a) Davis Bacon Act

(1) Minimum wages.

(i) All laborers and mechanics employed or working upon the site of the work (or under the United States Housing Act of 1937 or under the Housing Act of 1949 in the construction or development of the project), will be paid unconditionally and not less often than once a week, and without subsequent deduction or rebate on any account (except such payroll deductions as are permitted by regulations issued by the Secretary of Labor under the Copeland Act (29 CFR part 3)), the full amount of wages and bona fide fringe benefits (or cash equivalents thereof) due at time of payment computed at rates not less than those contained in the wage determination of the Secretary of Labor which is attached hereto and made a part hereof, regardless of any contractual relationship which may be alleged to exist between the Contractor and such laborers and mechanics.

Contributions made or costs reasonably anticipated for bona fide fringe benefits under section 1(b)(2) of the Davis-Bacon Act on behalf of laborers or mechanics are considered wages paid to such laborers or mechanics, subject to the provisions of paragraph (a)(1)(iv) of this section; also, regular contributions made or costs incurred for more than a weekly period (but not less often than quarterly) under plans, funds, or programs which cover the particular weekly period, are deemed to be constructively made or incurred during such weekly period. Such laborers and mechanics shall be paid the appropriate wage rate and fringe benefits on the wage determination for the classification of work actually performed, without regard to skill, except as provided in § 5.5(a)(4). Laborers or mechanics performing work in more than one classification may be compensated at the rate specified for each classification for the time actually worked therein: *Provided*, That the employer's payroll records accurately set forth the time spent in each classification in which work is performed. The wage determination (including any additional classification and wage rates conformed under paragraph (a)(1)(ii) of this section) and the Davis-Bacon poster (WH-1321) shall be posted at all times by the Contractor and its subcontractors at the site of the work in a prominent and accessible place where it can be easily seen by the workers.

(ii)(A) The Contracting Officer shall require that any class of laborers or mechanics, including helpers, which is not listed in the wage determination and which is to be employed under the Contract shall be classified in conformance with the wage determination. The Contracting Officer shall approve an additional classification and wage rate and fringe benefits therefore only when the following criteria have been met:

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

(B) If the Contractor and the laborers and mechanics to be employed in the classification (if known), or their representatives, and the Contracting Officer agree on the classification and wage rate (including the amount designated for fringe benefits where appropriate), a report of the action taken shall be sent by the Contracting Officer to the Administrator of the Wage and Hour Division, U.S. Department of Labor, Washington, DC 20210. The Administrator, or an authorized representative, will approve, modify, or disapprove every additional classification action within 30 days of receipt and so advise the Contracting Officer or will notify the Contracting Officer within the 30-day period that additional time is necessary.

(C) In the event the Contractor, the laborers or mechanics to be employed in the classification or their representatives, and the Contracting Officer do not agree on the proposed classification and wage rate (including the amount designated for fringe benefits, where appropriate), the Contracting Officer shall refer the questions, including the views of all interested parties and the recommendation of the Contracting Officer, to the Administrator for determination. The Administrator, or an authorized representative, will issue a determination within 30 days of receipt and so advise the Contracting Officer or will notify the Contracting Officer within the 30-day period that additional time is necessary.

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

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

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

(2) Withholding. The Department of Energy or the Recipient or Subrecipient shall upon its own action or upon written request of an authorized representative of the Department of Labor withhold or cause to be withheld from the Contractor under this Contract or any other Federal contract with the same prime contractor, or any other federally-assisted contract subject to Davis-Bacon prevailing wage requirements, which is held by the same prime contractor, so much of the accrued payments or advances as may be considered necessary to pay laborers and mechanics, including apprentices, trainees, and helpers, employed by the Contractor or any subcontractor the full amount of wages required by the Contract. In the event of failure to pay any laborer or mechanic, including any apprentice, trainee, or helper, employed or working on the site of the work (or under the United States Housing Act of 1937 or under the Housing Act of 1949 in the construction or development of the project), all or part of the wages required by the Contract, the Department of Energy, Recipient, or Subrecipient, may, after written notice to the Contractor, sponsor, applicant, or owner, take such action as may be necessary to cause the suspension of any further payment, advance, or guarantee of funds until such violations have ceased.

(3) Payrolls and basic records.

(i) Payrolls and basic records relating thereto shall be maintained by the Contractor during the course of the work and preserved for a period of three years thereafter for all laborers and mechanics working at the site of the work (or under the United States Housing Act of 1937, or under the Housing Act of 1949, in the construction or development of the project). Such records shall contain the name, address, and social security number of each such worker, his or her correct classification, hourly rates of wages paid (including rates of contributions or costs anticipated for bona fide fringe benefits or cash equivalents thereof of the types described in section 1(b)(2)(B) of the Davis-Bacon Act), daily and weekly number of hours worked, deductions made and actual wages paid. Whenever the Secretary of Labor has found under 29 CFR 5.5(a)(1)(iv) that the wages of any laborer or mechanic include the amount of any costs reasonably anticipated in providing benefits under a plan or program described in section 1(b)(2)(B) of the Davis-Bacon Act, the Contractor shall maintain records which show that the commitment to provide such benefits is enforceable, that the plan or program is financially responsible, and that the plan or program has been communicated in writing to the laborers or mechanics affected, and records which show the costs anticipated or the actual cost incurred in providing such benefits. Contractors employing apprentices or trainees under approved programs shall maintain written evidence of the registration of apprenticeship programs and certification of trainee programs, the registration of the apprentices and trainees, and the ratios and wage rates prescribed in the applicable programs.

(ii) (A) The Contractor shall submit weekly for each week in which any Contract work is performed a copy of all payrolls to the Department of Energy if the agency is a party to the Contract, but if the agency is not such a party, the Contractor will submit the payrolls to the Recipient or Subrecipient (as applicable), applicant, sponsor, or owner, as the case may be, for transmission to the Department of Energy. The payrolls submitted shall set out accurately and completely all of the information required to be maintained under 29 CFR 5.5(a)(3)(i), except that full social security numbers and home addresses shall not be

included on weekly transmittals. Instead the payrolls shall only need to include an individually identifying number for each employee (e.g., the last four digits of the employee's social security number). The required weekly payroll information may be submitted in any form desired. Optional Form WH-347 is available for this purpose from the Wage and Hour Division Web site at <http://www.dol.gov/esa/whd/forms/wh347instr.htm> or its successor site. The prime Contractor is responsible for the submission of copies of payrolls by all subcontractors. Contractors and subcontractors shall maintain the full social security number and current address of each covered worker, and shall provide them upon request to the Department of Energy if the agency is a party to the Contract, but if the agency is not such a party, the Contractor will submit them to the Recipient or Subrecipient (as applicable), applicant, sponsor, or owner, as the case may be, for transmission to the Department of Energy, the Contractor, or the Wage and Hour Division of the Department of Labor for purposes of an investigation or audit of compliance with prevailing wage requirements. It is not a violation of this section for a prime contractor to require a subcontractor to provide addresses and social security numbers to the prime contractor for its own records, without weekly submission to the sponsoring government agency (or the Recipient or Subrecipient (as applicable), applicant, sponsor, or owner).

(B) Each payroll submitted shall be accompanied by a "Statement of Compliance," signed by the Contractor or subcontractor or his or her agent who pays or supervises the payment of the persons employed under the Contract and shall certify the following:

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

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

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

(C) The weekly submission of a properly executed certification set forth on the reverse side of Optional Form WH-347 shall satisfy the requirement for submission of the "Statement of Compliance" required by paragraph (a)(3)(ii)(B) of this section.

(D) The falsification of any of the above certifications may subject the Contractor or subcontractor to civil or criminal prosecution under section 1001 of title 18 and section 3729 of title 31 of the United States Code.

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

(4) Apprentices and trainees--

(i) Apprentices. Apprentices will be permitted to work at less than the predetermined rate for the work they performed when they are employed pursuant to and individually registered in a bona fide apprenticeship program registered with the U.S. Department of Labor, Employment and Training Administration, Office of Apprenticeship Training, Employer and Labor Services, or with a State Apprenticeship Agency

recognized by the Office, or if a person is employed in his or her first 90 days of probationary employment as an apprentice in such an apprenticeship program, who is not individually registered in the program, but who has been certified by the Office of Apprenticeship Training, Employer and Labor Services or a State Apprenticeship Agency (where appropriate) to be eligible for probationary employment as an apprentice. The allowable ratio of apprentices to journeymen on the job site in any craft classification shall not be greater than the ratio permitted to the Contractor as to the entire work force under the registered program. Any worker listed on a payroll at an apprentice wage rate, who is not registered or otherwise employed as stated above, shall be paid not less than the applicable wage rate on the wage determination for the classification of work actually performed. In addition, any apprentice performing work on the job site in excess of the ratio permitted under the registered program shall be paid not less than the applicable wage rate on the wage determination for the work actually performed. Where a Contractor is performing construction on a project in a locality other than that in which its program is registered, the ratios and wage rates (expressed in percentages of the journeyman's hourly rate) specified in the Contractor's or subcontractor's registered program shall be observed. Every apprentice must be paid at not less than the rate specified in the registered program for the apprentice's level of progress, expressed as a percentage of the journeymen hourly rate specified in the applicable wage determination. Apprentices shall be paid fringe benefits in accordance with the provisions of the apprenticeship program. If the apprenticeship program does not specify fringe benefits, apprentices must be paid the full amount of fringe benefits listed on the wage determination for the applicable classification. If the Administrator determines that a different practice prevails for the applicable apprentice classification, fringes shall be paid in accordance with that determination. In the event the Office of Apprenticeship Training, Employer and Labor Services, or a State Apprenticeship Agency recognized by the Office, withdraws approval of an apprenticeship program, the Contractor will no longer be permitted to utilize apprentices at less than the applicable predetermined rate for the work performed until an acceptable program is approved.

(ii) Trainees. Except as provided in 29 CFR 5.16, trainees will not be permitted to work at less than the predetermined rate for the work performed unless they are employed pursuant to and individually registered in a program which has received prior approval, evidenced by formal certification by the U.S. Department of Labor, Employment and Training Administration. The ratio of trainees to journeymen on the job site shall not be greater than permitted under the plan approved by the Employment and Training Administration. Every trainee must be paid at not less than the rate specified in the approved program for the trainee's level of progress, expressed as a percentage of the journeyman hourly rate specified in the applicable wage determination. Trainees shall be paid fringe benefits in accordance with the provisions of the trainee program. If the trainee program does not mention fringe benefits, trainees shall be paid the full amount of fringe benefits listed on the wage determination unless the Administrator of the Wage and Hour Division determines that there is an apprenticeship program associated with the corresponding journeyman wage rate on the wage determination which provides for less than full fringe benefits for apprentices. Any employee listed on the payroll at a trainee rate who is not registered and participating in a training plan approved by the Employment and Training Administration shall be paid not less than the applicable wage rate on the wage determination for the classification of work actually performed. In addition, any trainee performing work on the job site in excess of the ratio permitted under the registered program shall be paid not less than the applicable wage rate on the wage determination for the work actually performed. In the event the Employment and Training Administration withdraws approval of a training program, the Contractor will no longer be permitted to utilize trainees at less than the applicable predetermined rate for the work performed until an acceptable program is approved.

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

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

(6) Contracts and Subcontracts. The Recipient, Subrecipient, the Recipient's and Subrecipient's contractors and subcontractor shall insert in any Contracts the clauses contained herein in(a)(1) through (10) and such other clauses as the Department of Energy may by appropriate instructions require, and also a clause

requiring the subcontractors to include these clauses in any lower tier subcontracts. The Recipient shall be responsible for the compliance by any subcontractor or lower tier subcontractor with all of the paragraphs in this clause.

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

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

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

(10) Certification of eligibility.

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

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

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

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

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

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

(3) Withholding for unpaid wages and liquidated damages. The Department of Energy or the Recipient or Subrecipient shall upon its own action or upon written request of an authorized representative of the Department of Labor withhold or cause to be withheld, from any moneys payable on account of work performed by the Contractor or subcontractor under any such contract or any other Federal contract with the same prime Contractor, or any other federally-assisted contract subject to the Contract Work Hours and

Safety Standards Act, which is held by the same prime contractor, such sums as may be determined to be necessary to satisfy any liabilities of such Contractor or subcontractor for unpaid wages and liquidated damages as provided in the clause set forth in paragraph (b)(2) of this section.

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

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

RECIPIENT FUNCTIONS

- (1) On behalf of the Department of Energy (DOE), Recipient shall perform the following functions:
 - (a) Obtain, maintain, and monitor all DBA certified payroll records submitted by the Subrecipients and Contractors at any tier under this Award;
 - (b) Review all DBA certified payroll records for compliance with DBA requirements, including applicable DOL wage determinations;
 - (c) Notify DOE of any non-compliance with DBA requirements by Subrecipients or Contractors at any tier, including any non-compliances identified as the result of reviews performed pursuant to paragraph (b) above;
 - (d) Address any Subrecipient and any Contractor DBA non-compliance issues; if DBA non-compliance issues cannot be resolved in a timely manner, forward complaints, summary of investigations and all relevant information to DOE;
 - (e) Provide DOE with detailed information regarding the resolution of any DBA non-compliance issues;
 - (f) Perform services in support of DOE investigations of complaints filed regarding noncompliance by Subrecipients and Contractors with DBA requirements;
 - (g) Perform audit services as necessary to ensure compliance by Subrecipients and Contractors with DBA requirements and as requested by the Contracting Officer; and
 - (h) Provide copies of all records upon request by DOE or DOL in a timely manner.
- (2) All records maintained on behalf of the DOE in accordance with paragraph (1) above are federal government (DOE) owned records. DOE or an authorized representative shall be granted access to the records at all times.
- (3) In the event of, and in response to any Freedom of Information Act, 5 U.S.C. 552, requests submitted to DOE, Recipient shall provide such records to DOE within 5 business days of receipt of a request from DOE.

**Intellectual Property Provisions (NRD-1003)
Nonresearch and Development**

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

The DOE has the right to:

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

The following applies only to nonprofit organizations:

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

The following definitions apply for purposes of the above paragraph:

- (1) Research data is defined as the recorded factual material commonly accepted in the scientific community as necessary to validate research findings, but not any of the following: preliminary analyses, drafts of scientific papers, plans for future research, peer reviews, or communications with colleagues. This "recorded" material excludes physical objects (e.g., laboratory samples). Research data also do not include:
 - a. Trade secrets, commercial information, materials necessary to be held confidential by a researcher until they are published, or similar information which is protected under law; and
 - b. Personnel and medical information and similar information the disclosure of which would constitute a clearly unwarranted invasion of personal privacy, such as information that could be used to identify a particular person in a research study.
- (2) Published is defined as either when:
 - a. Research findings are published in a peer-reviewed scientific or technical journal; or
 - b. A Federal agency publicly and officially cites the research findings in support of an agency action that has the force and effect of law.
- (3) Use by the Federal Government in developing an agency action that has the force and effect of law is defined as when an agency publicly and officially cites the research findings in support of an agency action that has the force and effect of law.

ATTACHMENT 2 - STATEMENT OF PROJECT OBJECTIVES

November 2009

DE-EE0002020

PUGET SOUND CLEAN AIR AGENCY

Clean Cities Alternative Fuel and Advanced Technology Vehicle Pilot Grant Program

A. OBJECTIVES:

1. To increase the use of alternative fueled vehicles and advanced technology vehicles as a means to reduce U.S. dependence on imported petroleum, increase fuel economy and improve emissions.
2. To install infrastructure that supports alternative fuel and advanced technology vehicles.
3. To ensure that vehicles capable of using alternative fuel do so to the greatest extent possible.
4. To provide appropriate training for individuals associated with this project and in the larger community about the benefits of alternative fuel and advanced technology vehicles and provide them with strategies that will help them to maximize these benefits.
5. To collect data on the success of the project through collection of vehicle, infrastructure and training information.
6. To create and retain jobs.

B. PROJECT SCOPE

The Project is a collaboration of public agencies, private businesses, and universities and colleges spanning five counties and eleven cities in Washington State. The Project includes four main project areas:

- As part of the Evergreen Fleets program, the funding will assist in the acquisition of alternative fueled or advanced technology vehicles, and the installation of electric charging infrastructure, as well as biodiesel and ethanol refueling stations.
- At Seattle-Tacoma International Airport, funding will support the electrification of airport ground support equipment and installation of charging infrastructure.
- In Whatcom County, the funding will support the conversion of buses to natural gas, and the installation of a 100,000 gallons of gasoline equivalent (GGE) commercial natural gas refueling station (using refined biogas) at a dairy farm near Bellingham, WA.
- As part of an education and marketing program strategically linked to the technologies and infrastructure described above, the funding will support alternative fuel and vehicle marketing, curriculum development, driver training, workshops, and guidebooks.

C. TASKS TO BE PERFORMED:

Task 1: Project Management and Planning

Subtask 1.1 Conduct a project kick-off meeting with all partners to plan and coordinate all project activities. This meeting will include representatives from the partner organizations and will include finalization of the project schedule and coordination of all project-related activities.

Subtask 1.2 Finalize sub-recipient agreements with project partners.

Subtask 1.3 Revise and update Project Management Plan (PMP).

Task 2: Vehicle Deployment

Subtask 2.1: Complete Vehicle NEPA process

Subtask 2.2: Complete actions necessary to enable vehicle purchase or conversions. This could include, but is not limited to drafting specifications, issuing Requests for Quotes (RFQs), Evaluating Quotes, Developing Interlocal Agreements, Selecting Vehicle Vendor, Negotiating Agreements with Vendor, etc.

Subtask 2.3: Purchase and Take Delivery of Vehicles and/or convert vehicles.

Subtask 2.4: Application of appropriate signage to vehicles stating that they are part of a US DOE Clean Cities Award and are powered by an alternative fuel and/or advanced technology. For example, application of a Clean Cities Logo to the vehicle and verbiage stating "This Vehicle Powered by Alternative Fuel" would fulfill this subtask.

Subtask 2.5: Deployment of vehicles

Task 3: Infrastructure Development

Subtask 3.1: Complete Infrastructure NEPA process and obtain necessary permits

Subtask 3.2: Complete actions necessary to begin construction and/or retrofits. This could include, but is not limited to drafting specifications, issuing Requests for Quotes (RFQs), Evaluating Quotes, Developing Interlocal Agreements, Selecting Infrastructure/Fuel Hardware Vendor, Negotiating Agreements with Vendor, etc.

Subtask 3.3: Installation/Development of Fueling Infrastructure

Subtask 3.4: Application of appropriate signage to fueling infrastructure including all required federal, state and local fuel dispensing information including, but not limited to fuel contents, safety precautions, etc.

Subtask 3.5: Application of appropriate signage to fueling infrastructure stating that it is part of a US DOE Clean Cities Award.

Subtask 3.6: Infrastructure Operational

Task 4: Training Development & Delivery

Subtask 4.1: Identify AFV/HEV-specific training needs of vehicle operators, vehicle technicians, vehicle staff, electric vehicle charging installers, potential biogas fuel station developers, refueling site supervisors, refueling site staff, individuals who will use refueling infrastructure and others as appropriate.

Subtask 4.2: Develop training to address needs identified in subtask 4.1.

Subtask 4.3: Provide training to appropriate audiences.

Subtask 4.4: Perform on-going identification of additional training needs and hold follow-up training, as necessary.

Task 5: Outreach/Marketing

Subtask 5.1: Provide a plan for project marketing/outreach that informs the public on the progress of this project.

Subtask 5.2: Execution of project marketing/outreach plan.

Subtask 5.3: Documentation of all marketing/outreach conducted.

Task 6: Documentation and Reporting

Subtask 6.1: Monitor performance of vehicles for a period of 24 months after deployment. Documentation to include ridership, fuel usage, fuel costs, emissions, operation record, operation schedule, maintenance record, maintenance schedule, lessons learned, etc.

Subtask 6.2: Monitor performance of infrastructure for a period of 24 months after deployment. Documentation to include quantity of fuel dispensed, average fuel price, etc.

Subtask 6.3: Documentation of all training provided, attendance at training session(s) and evaluation of training success. Provide DOE with copies of any and all training provided.

Subtask 6.4: Documentation of all marketing/outreach conducted.

Subtask 6.5: Documentation of Clean Cities involvement in project.

Subtask 6.6: Annual reporting of fleet data to local Clean Cities coalition for inclusion in the DOE Annual Survey.

Subtask 6.7: Participate in DOE- or Industry-sponsored merit reviews, peer exchanges, conferences, etc. to provide project updates/lessons learned to ensure that the information and knowledge gained by project participants is shared.

D. DELIVERABLES

- Reports and other deliverables will be provided in accordance with the Federal Assistance Reporting Checklist following the instructions included therein.
- In addition, the following deliverables are required to be submitted as follows: one electronic copy is required to be submitted to the Contract Specialist and the Project Officer and one hardcopy to the Project Officer only.
 - Copies of all training materials developed
 - Copies of all marketing/outreach materials developed
- A Project Management Plan shall be provided for review and approval by DOE Project Officer within 30 days of the award. Updates or verification of the current PMP shall be provided to DOE Project Officer for review and approval on no less than a quarterly basis.

E. BRIEFINGS/TECHNICAL PRESENTATIONS

The Recipient shall prepare detailed briefings for presentation to the Project Officer at the Project Officer's facility located in Pittsburgh, PA, Morgantown, WV or Golden, CO, or at DOE Headquarters in Washington, DC. Briefings shall be given by the Recipient to explain the plans, progress, and results of the technical effort. The first briefing shall be presented within 60 calendar days after the award of the agreement. Additional briefings shall be presented as needed. However in any case, at least one (1) technical briefing shall be made to the DOE per year. The final briefing shall be presented at least 45 calendar days before the award is due to expire. These briefings shall be made at one of the DOE locations (Washington DC/Pittsburgh, PA/ Morgantown, WV/Golden, CO) or at one of the project team sites as appropriate.

In addition, reports shall be developed and delivered as appropriate at Program Merit Reviews, or at technical exchange meetings, which may be organized by DOE.

ATTACHMENT 3

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

1. Identification Number: DE-EE0002020	2. Program/Project Title: Recovery Act - Puget Sound Clean Cities Coalition Petroleum Reduction Project																	
3. Recipient: Puget Sound Clean Cities Coalition																		
4. Reporting Requirements: A. MANAGEMENT REPORTING <input checked="" type="checkbox"/> Progress Report <input checked="" type="checkbox"/> Special Status Report	Frequency F A	No. of Copies Upload only 1 copy to the address in the next column at the interval specified in the previous column.	Addressees https://www.eere- pmc.energy.gov/SubmitReports.aspx															
B. SCIENTIFIC/TECHNICAL REPORTING (Reports/Products must be submitted with appropriate DOE F 241. The 241 forms are available at www.osti.gov/elink) <table style="width: 100%; border: none;"> <tr> <td style="width: 30%;">Report/Product</td> <td style="width: 30%;">Form</td> <td style="width: 40%;"></td> </tr> <tr> <td><input type="checkbox"/> Final Scientific/Technical Report</td> <td>DOE F 241.3</td> <td>http://www.osti.gov/elink-2413</td> </tr> <tr> <td><input type="checkbox"/> Conference papers/proceedings*</td> <td>DOE F 241.3</td> <td>http://www.osti.gov/elink-2413</td> </tr> <tr> <td><input type="checkbox"/> Software/Manual</td> <td>DOE F 241.4</td> <td>http://www.osti.gov/estsc/241- 4pre.jsp</td> </tr> <tr> <td><input type="checkbox"/> Other (see Special Instructions)</td> <td>DOE F 241.3</td> <td></td> </tr> </table> * Scientific and technical conferences only	Report/Product	Form		<input type="checkbox"/> Final Scientific/Technical Report	DOE F 241.3	http://www.osti.gov/elink-2413	<input type="checkbox"/> Conference papers/proceedings*	DOE F 241.3	http://www.osti.gov/elink-2413	<input type="checkbox"/> Software/Manual	DOE F 241.4	http://www.osti.gov/estsc/241- 4pre.jsp	<input type="checkbox"/> Other (see Special Instructions)	DOE F 241.3				
Report/Product	Form																	
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<input type="checkbox"/> Other (see Special Instructions)	DOE F 241.3																	
C. FINANCIAL REPORTING <input checked="" type="checkbox"/> SF-425, Federal Financial Report	Q, F		https://www.eere- pmc.energy.gov/SubmitReports.aspx															
D. CLOSEOUT REPORTING <input type="checkbox"/> Patent Certification <input checked="" type="checkbox"/> Property Certification <input type="checkbox"/> Other (see Special Instructions)	F		https://www.eere- pmc.energy.gov/SubmitReports.aspx															
E. OTHER REPORTING <input checked="" type="checkbox"/> Annual Indirect Cost Proposal <input type="checkbox"/> Annual Inventory Report of Federally Owned Property, if any <input checked="" type="checkbox"/> Other: Project Status & Data (see special instruction 1 below)	A Q ¹		https://www.eere- pmc.energy.gov/SubmitReports.aspx															
F. AMERICAN RECOVERY AND REINVESTMENT ACT REPORTING <input checked="" type="checkbox"/> Reporting and Registration Requirements	A		http://www.federalreporting.gov															
FREQUENCY CODES AND DUE DATES: <table style="width: 100%; border: none;"> <tr> <td style="width: 50%;">A - Within 5 calendar days after events or as specified.</td> <td style="width: 50%;">S - Semiannually; within 30 days after end of reporting period.</td> </tr> <tr> <td>F - Final; 90 calendar days after expiration or termination of the award.</td> <td>Q - Quarterly; within 30 days after end of the reporting period.</td> </tr> <tr> <td>Y - Yearly; 90 days after the end of the reporting period.</td> <td></td> </tr> </table>				A - Within 5 calendar days after events or as specified.	S - Semiannually; within 30 days after end of reporting period.	F - Final; 90 calendar days after expiration or termination of the award.	Q - Quarterly; within 30 days after end of the reporting period.	Y - Yearly; 90 days after the end of the reporting period.										
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F - Final; 90 calendar days after expiration or termination of the award.	Q - Quarterly; within 30 days after end of the reporting period.																	
Y - Yearly; 90 days after the end of the reporting period.																		
5. Special Instructions: Forms are available at https://www.eere-pmc.energy.gov/forms.aspx . 1. The Recipient shall submit Project Status & Data Quarterly Reports in accordance with the template provided by the Government. (A) For projects containing deployment of vehicles: The Quarterly Report shall contain information on each vehicle (i.e. vehicle type, fleet operator, date of initial deployment), amount of fuel used by the vehicle, and vehicle miles traveled. This information shall be reported for a two-year period. Quarterly reporting shall include quarterly data, as well as cumulative data. Additionally, after one year of vehicle operation, a Fleet/Vehicle Emission Profile survey will need to be completed for each vehicle, in conjunction with the Quarterly Report. (B) For projects containing development of fueling infrastructure: The Quarterly Report shall contain information on each station (i.e., location, type and size of installation) and schedule and status information for NEPA compliance, installation activities, and station startup. Additionally, once a fueling station has completed its conversion and/or installation and has initiated fuel sales, the quantity and price of the alternative fuels sold at each site shall be reported for a two-year period. Quarterly reporting shall include quarterly data, as well as cumulative data. As available, the Recipient shall also report comparative pricing information on gasoline and diesel products sold at each site.																		

Federal Assistance Reporting Instructions (5/09)

A. MANAGEMENT REPORTING

Progress Report

The Progress Report must provide a concise narrative assessment of the status of work and include the following information and any other information identified under Special Instructions on the Federal Assistance Reporting Checklist:

1. The DOE award number and name of the recipient.
2. The project title and name of the project director/principal investigator.
3. Date of report and period covered by the report.
4. A comparison of the actual accomplishments with the goals and objectives established for the period and reasons why the established goals were not met.
5. A discussion of what was accomplished under these goals during this reporting period, including major activities, significant results, major findings or conclusions, key outcomes or other achievements. This section should not contain any proprietary data or other information not subject to public release. If such information is important to reporting progress, do not include the information, but include a note in the report advising the reader to contact the Principal Investigator or the Project Director for further information.
6. Cost Status. Show approved budget by budget period and actual costs incurred. If cost sharing is required break out by DOE share, recipient share, and total costs.
7. Schedule Status. List milestones, anticipated completion dates and actual completion dates. If you submitted a project management plan with your application, you must use this plan to report schedule and budget variance. You may use your own project management system to provide this information.
8. Any changes in approach or aims and reasons for change. Remember significant changes to the objectives and scope require prior approval by the contracting officer.
9. Actual or anticipated problems or delays and actions taken or planned to resolve them.
10. Any absence or changes of key personnel or changes in consortium/teaming arrangement.
11. A description of any product produced or technology transfer activities accomplished during this reporting period, such as:

- A. Publications (list journal name, volume, issue); conference papers; or other public releases of results. Attach or send copies of public releases to the DOE Program Manager identified in Block 15 of the Assistance Agreement Cover Page.
- B. Web site or other Internet sites that reflect the results of this project.
- C. Networks or collaborations fostered.
- D. Technologies/Techniques.
- E. Inventions/Patent Applications
- F. Other products, such as data or databases, physical collections, audio or video, software or netware, models, educational aid or curricula, instruments or equipment.

Special Status Report

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

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

B. SCIENTIFIC/TECHNICAL REPORTS

Final Scientific/Technical Report

Content. The final scientific/technical report must include the following information and any other information identified under Special Instructions on the Federal Assistance Reporting Checklist:

1. Identify the DOE award number; name of recipient; project title; name of project director/principal investigator; and consortium/teaming members.
2. Display prominently on the cover of the report any authorized distribution limitation notices, such as patentable material or protected data. Reports delivered without such notices may be deemed to have been furnished with unlimited rights, and the Government assumes no liability for the disclosure, use or reproduction of such reports.
3. Provide an executive summary, which includes a discussion of 1) how the research adds to the understanding of the area investigated; 2) the technical effectiveness and economic feasibility of the methods or techniques investigated or demonstrated; or 3) how the project is otherwise of benefit to the public. The discussion should be a minimum of one paragraph and written in terms understandable by an educated layman.
4. Provide a comparison of the actual accomplishments with the goals and objectives of the project.
5. Summarize project activities for the entire period of funding, including original hypotheses, approaches used, problems encountered and departure from planned methodology, and an assessment of their impact on the project results. Include, if applicable, facts, figures, analyses, and assumptions used during the life of the project to support the conclusions.
6. Identify products developed under the award and technology transfer activities, such as:
 - a. Publications (list journal name, volume, issue), conference papers, or other public releases of results. If not provided previously, attach or send copies of any public releases to the DOE Program Manager identified in Block 15 of the Assistance Agreement Cover Page;
 - b. Web site or other Internet sites that reflect the results of this project;
 - c. Networks or collaborations fostered;
 - d. Technologies/Techniques;
 - e. Inventions/Patent Applications, licensing agreements; and
 - f. Other products, such as data or databases, physical collections, audio or

video, software or netware, models, educational aid or curricula, instruments or equipment.

7. For projects involving computer modeling, provide the following information with the final report:
 - a. Model description, key assumptions, version, source and intended use;
 - b. Performance criteria for the model related to the intended use;
 - c. Test results to demonstrate the model performance criteria were met (e.g., code verification/validation, sensitivity analyses, history matching with lab or field data, as appropriate);
 - d. Theory behind the model, expressed in non-mathematical terms;
 - e. Mathematics to be used, including formulas and calculation methods;
 - f. Whether or not the theory and mathematical algorithms were peer reviewed, and, if so, include a summary of theoretical strengths and weaknesses;
 - g. Hardware requirements; and
 - h. Documentation (e.g., users guide, model code).

Electronic Submission. The final scientific/technical report must be submitted electronically-via the DOE Energy Link System (E-Link) accessed at <http://www.osti.gov/elink-2413>.

Electronic Format. Reports must be submitted in the ADOBE PORTABLE DOCUMENT FORMAT (PDF) and be one integrated PDF file that contains all text, tables, diagrams, photographs, schematic, graphs, and charts. Materials, such as prints, videos, and books, that are essential to the report but cannot be submitted electronically, should be sent to the Contracting Officer at the address listed in Block 16 of the Assistance Agreement Cover Page.

Submittal Form. The report must be accompanied by a completed electronic version of DOE Form 241.3, "U.S. Department of Energy (DOE), Announcement of Scientific and Technical Information (STI)." You can complete, upload, and submit the DOE F.241.3 online via E-Link. You are encouraged not to submit patentable material or protected data in these reports, but if there is such material or data in the report, you must: (1) clearly identify patentable or protected data on each page of the report; (2) identify such material on the cover of the report; and (3) mark the appropriate block in Section K of the DOE F 241.3. Reports must not contain any limited rights data (proprietary data), classified information, information subject to export control classification, or other information not subject to release. Protected data is specific technical data, first produced in the performance of the award that is protected from public release for a period of time by the terms of the award agreement.

Conference Papers/Proceedings

Content: The recipient must submit a copy of any conference papers/proceedings, with the following information: (1) Name of conference; (2) Location of conference; (3) Date of conference; and (4) Conference sponsor.

Electronic Submission. Scientific/technical conference paper/proceedings must be submitted electronically-via the DOE Energy Link System (E-Link) at <http://www.osti.gov/elink-2413>. Non-scientific/technical conference papers/proceedings must be sent to the URL listed on the Reporting Checklist.

Electronic Format. Conference papers/proceedings must be submitted in the ADOBE PORTABLE DOCUMENT FORMAT (PDF) and be one integrated PDF file that contains all text, tables, diagrams, photographs, schematic, graphs, and charts. If the proceedings cannot be submitted electronically, they should be sent to the DOE Administrator at the address listed in Block 16 of the Assistance Agreement Cover Page.

Submittal Form. Scientific/technical conference papers/proceedings must be accompanied by a completed DOE Form 241.3. The form and instructions are available on E-Link at <http://www.osti.gov/elink-2413>. This form is not required for non-scientific or non-technical conference papers or proceedings.

Software/Manual

Content. Unless otherwise specified in the award, the following must be delivered: source code, the executable object code and the minimum support documentation needed by a competent user to understand and use the software and to be able to modify the software in subsequent development efforts.

Electronic Submission. Submissions may be submitted electronically-via the DOE Energy Link System (E-Link) at <http://www.osti.gov/estsc/241-4pre.jsp>. They may also be submitted via regular mail to:

Energy Science and Technology Software Center
P.O. Box 1020
Oak Ridge, TN 37831

Submittal Form. Each software deliverable and its manual must be accompanied by a completed DOE Form 241.4 "Announcement of U.S. Department of Energy Computer Software." The form and instructions are available on E-Link at <http://www.osti.gov/estsc/241-4pre.jsp>.

Protected Personally Identifiable Information (PII). Management Reports or Scientific/Technical Reports must not contain any *Protected* PII. PII is any information about an individual which can be used to distinguish or trace an individual's identity. Some information that is considered to be PII is available in public sources such as telephone books, public websites, university listings, etc. This type of information is considered to be Public

PII and includes, for example, first and last name, address, work telephone number, e-mail address, home telephone number, and general educational credentials. In contrast, *Protected* PII is defined as an individual's first name or first initial and last name in combination with any one or more of types of information, including, but not limited to, social security number, passport number, credit card numbers, clearances, bank numbers, biometrics, date and place of birth, mother's maiden name, criminal, medical and financial records, educational transcripts, etc.

C. FINANCIAL REPORTING

Recipients must complete the SF-425 as identified on the Reporting Checklist in accordance with the report instructions. A fillable version of the form is available at http://www.whitehouse.gov/omb/grants/grants_forms.aspx.

D. CLOSEOUT REPORTS

Final Invention and Patent Report

The recipient must provide a DOE Form 2050.11, "PATENT CERTIFICATION." This form is available at <http://www.directives.doe.gov/pdfs/forms/2050-11.pdf> and <http://grants.pr.doe.gov>.

Property Certification

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

E. OTHER REPORTING

Annual Indirect Cost Proposal and Reconciliation

Requirement. In accordance with the applicable cost principles, the recipient must submit an annual indirect cost proposal, reconciled to its financial statements, within six months after the close of the fiscal year, unless the award is based on a predetermined or fixed indirect rate(s), or a fixed amount for indirect or facilities and administration (F&A) costs.

Cognizant Agency. The recipient must submit its annual indirect cost proposal directly to the cognizant agency for negotiating and approving indirect costs. If the DOE awarding office is the cognizant agency, submit the annual indirect cost proposal to the DOE Administrator at the address listed in Block 16 of the Assistance Agreement Cover Page.

Annual Inventory of Federally Owned Property

Requirement. If at any time during the award the recipient is provided Government-furnished property or acquires property with project funds and the award specifies that the property vests in the Federal Government (i.e. federally

owned property), the recipient must submit an annual inventory of this property to the DOE Administrator at the address listed in Block 16 of the Assistance Agreement Cover Page. no later than October 30th of each calendar year, to cover an annual reporting period ending on the preceding September 30th.

Content of Inventory. The inventory must include a description of the property, tag number, acquisition date, location of property, and acquisition cost, if purchased with project funds. The report must list all federally owned property, including property located at subcontractor's facilities or other locations.

F. AMERICAN RECOVERY AND REINVESTMENT ACT OF 2009 (RECOVERY ACT) REPORTING

Refer to the award term entitled, Reporting and Registration Requirements, of the Special Terms and Conditions for Grants and Cooperative Agreements for details on the reporting requirements under Section 1512 of the Recovery Act. The reports are due no later than ten calendar days after each calendar quarter in which the recipient receives the assistance award funded in whole or in part by the Recovery Act.

Budget Information - Non Construction Programs

Section A - Budget Summary		Estimated Unobligated Funds		New or Revised Budget		Total (g)	
Grant Program Function or Activity (a)	Catalog of Federal Domestic Assistance Number (b)	Federal (c)	Non-Federal (d)	Federal (e)	Non-Federal (f)		
1. Budget Period	CFDA 81.086			\$14,999,770	\$22,317,164	\$37,316,934	
2.						\$0	
3.						\$0	
4.						\$0	
5. Totals				\$14,999,770	\$22,317,164	\$37,316,934	
Section B - Budget Categories							
6. Object Class Categories	Grant Program, Function or Activity		(1) Federal	(2) Non-Federal	(3)	(4)	Total (5)
	Federal	Non-Federal					
a. Personnel			\$363,394	\$0			\$363,394
b. Fringe Benefits			\$95,384	\$0			\$95,384
c. Travel			\$4,405	\$0			\$4,405
d. Equipment			\$0	\$0			\$0
e. Supplies			\$0	\$0			\$0
f. Contractual			\$875,000	\$0			\$875,000
g. Construction			\$0	\$0			\$0
h. Other			\$13,512,622	\$22,317,164			\$35,829,786
i. Total Direct Charges (sum of 6a-6h)			\$14,850,805	\$22,317,164			\$37,167,969
j. Indirect Charges			\$148,965	\$0			\$148,965
k. Totals (sum of 6i-6j)			\$14,999,770	\$22,317,164			\$37,316,934
7. Program Income							\$0

Section C - Non-Federal Resources					
(a) Grant Program	(b) Applicant	(c) State	(d) Other Sources	(e) Totals	
8.			\$22,317,164		\$22,317,164
9.					\$0
10.					\$0
11.					\$0
12. Total (sum of lines 8 - 11)			\$22,317,164		\$22,317,164

Section D - Forecasted Cash Needs					
	Total for 1st Year	1st Quarter	2nd Quarter	3rd Quarter	4th Quarter
13. Federal	\$9,768,123	\$1,582,703	\$2,573,994	\$2,672,838	\$2,938,588
14. Non-Federal	\$14,129,769	\$2,629,514	\$3,949,836	\$2,948,089	\$4,602,330
15. Total (sum of lines 13 and 14)	\$23,897,892	\$4,212,217	\$6,523,830	\$5,620,927	\$7,540,918

Section E - Budget Estimates of Federal Funds Needed for Balance of the Project					
(a) Grant Program	Future Funding Periods (Years)				
	(b) First	(c) Second	(d) Third	(e) Fourth	
16.	\$5,231,647				
17.					
18.					
19.					
20. Total (sum of lines 16-19)	\$5,231,647				

Section F - Other Budget Information	
21. Direct Charges	
22. Indirect Charges	

23. Remarks

General Decision Number: WA080056 09/25/2009 WA56

State: Washington

Construction Type: Building

County: Snohomish County in Washington.

BUILDING CONSTRUCTION PROJECTS (does not include single family homes or apartments up to and including 4 stories).

Modification Number	Publication Date
0	07/03/2009
1	07/17/2009
2	07/24/2009
3	07/31/2009
4	08/14/2009
5	08/21/2009
6	09/25/2009

ASBE0007-002 01/01/2009

	Rates	Fringes
ASBESTOS WORKER/HEAT & FROST INSULATOR.....	\$ 33.93	14.35

BRWA0001-011 06/01/2009

	Rates	Fringes
Bricklayers, Caulkers.....	\$ 34.31	12.04

* CARP0770-020 06/01/2009

	Rates	Fringes
CARPENTER (Acoustical Installation).....	\$ 35.55	13.08
CARPENTER (Including Formwork, Drywall Hanging, Cabinet Installation; Insulator-Batt and Metal Stud Installation).....	\$ 35.39	13.08
MILLWRIGHT.....	\$ 36.39	13.08
PILEDRIVERMAN.....	\$ 35.59	13.08

(HOURLY ZONE PAY: WESTERN AND CENTRAL WASHINGTON - ALL CLASSIFICATIONS EXCEPT MILLWRIGHTS AND PILEDRIERS)

Hourly Zone Pay shall be paid on jobs located outside of the free zone computed from the city center of the following listed cities:

- Seattle Olympia Bellingham
- Auburn Bremerton Anacortes

Renton	Shelton	Yakima
Aberdeen-Hoquiam	Tacoma	Wenatchee
Ellensburg	Everett	Port Angeles
Centralia	Mount Vernon	Sunnyside
Chelan	Pt. Townsend	

Zone Pay:

0 -25 radius miles	Free
26-35 radius miles	\$1.00/hour
36-45 radius miles	\$1.15/hour
46-55 radius miles	\$1.35/hour
Over 55 radius miles	\$1.55/hour

(HOURLY ZONE PAY: WESTERN AND CENTRAL WASHINGTON - MILLWRIGHT AND PILEDRIVER ONLY)

Hourly Zone Pay shall be computed from Seattle Union Hall, Tacoma City center, and Everett City center

Zone Pay:

0 -25 radius miles	Free
26-45 radius miles	\$.70/hour
Over 45 radius miles	\$1.50/hour

ELEC0191-013 03/01/2008

	Rates	Fringes
ELECTRICIAN.....	\$ 29.51	3%+12.81

ELEC0191-014 06/01/2003

	Rates	Fringes
ELECTRICIAN (Low Voltage Wiring Only).....	\$ 22.50	4.87
ELECTRICIAN (Alarm Installation Only).....	\$ 22.50	4.87

ELEV0019-005 01/01/2009

	Rates	Fringes
ELEVATOR MECHANIC.....	\$ 42.91	18.285+A+B

FOOTNOTE:

- a. Employer contributes 8% of the basic hourly rate for over 5 year's service and 6% of the basic hourly rate for 6 months to 5 years' of service as vacation paid credit.
- b. Eight paid holidays: New Year's Day; Memorial Day; Independence Day; Labor Day; Veteran's Day; Thanksgiving Day; Friday after Thanksgiving and Christmas Day

ENGI0302-020 06/01/2009

	Rates	Fringes
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Power equipment operators:

Group 1A.....	\$ 35.79	15.15
Group 1AA.....	\$ 36.36	15.15
Group 1AAA.....	\$ 36.92	15.15
Group 1.....	\$ 35.24	15.15
Group 2.....	\$ 34.75	15.15
Group 3.....	\$ 34.33	15.15
Group 4.....	\$ 31.97	15.15

POWER EQUIPMENT OPERATORS CLASSIFICATIONS

GROUP 1AAA - Cranes-over 300 tons, or 300 ft of boom
(including jib with attachments)

GROUP 1AA - Cranes 200 to 300 tons, or 250 ft of boom
(including jib with attachments); Excavator/Trackhoe,
Backhoe: Over 90 metric tons

GROUP 1A - Cranes, 100 tons thru 199 tons, or 150 ft of boom
(including jib with attachments); Loaders-overhead, 8 yards
and over; Excavator/Trackhoe, Backhoe: over 50 metric tons
to 90 metric tons

GROUP 1 - Cranes 45 tons thru 99 tons, under 150 ft of boom
(including jib with attachments); Excavator/Trackhoe,
Backhoe: over 30 metric tons to 50 metric tons; Loader-
overhead 6 yards to, but not including 8 yards; Dozer D-10;
Screedman; Scrapers: 45 yards and over; Grader/Blade

GROUP 2 - Cranes, 20 tons thru 44 tons with attachments;
Drilling machine; Excavator/Trackhoe, Backhoe: 15 to 30
metric tons; Horizontal/directional drill operator;
Loaders-overhead under 6 yards; Crane Oiler-100 Tons and
Over; Compactor; Scraper: under 45 tons

GROUP 3 - Cranes-thru 19 tons with attachments; Dozers-D-9
and under; Motor patrol grader-nonfinishing; Roller-Plant
Mix; Crane Oiler under 100 tons; Excavator/Trackhoe,
Backhoe: under 15 metric tons; Forklift: 3000 lbs and over
with attachments; Service Oiler; Concrete Pump; Outside
Hoist (Elevators and Manlifts); Pump Grout

GROUP 4 - Roller-other than plant mix; Forklift: under 3000
lbs with attachments; Rigger/Bellman

IRON0086-010 07/01/2009

	Rates	Fringes
IRONWORKER (Reinforcing, Structural and Ornamental).....	\$ 36.62	17.40

LABO0001-016 06/01/2009

ZONE 1:

	Rates	Fringes
Laborers:		
GROUP 2.....	\$ 24.86	9.07
GROUP 3.....	\$ 30.96	9.07
GROUP 4.....	\$ 31.70	9.07
GROUP 5.....	\$ 32.21	9.07

ZONE DIFFERENTIAL (ADD TO ZONE 1 RATES):
 ZONE 2 - \$1.00
 ZONE 3 - \$1.30

BASE POINTS: BELLINGHAM, MT. VERNON, EVERETT, SEATTLE, KENT,
 TACOMA, OLYMPIA, CENTRALIA, ABERDEEN, SHELTON, PT.
 TOWNSEND, PT. ANGELES, AND BREMERTON

ZONE 1 - Projects within 25 radius miles of the respective
 city hall
 ZONE 2 - More than 25 but less than 45 radius miles from the
 respective city hall
 ZONE 3 - More than 45 radius miles from the respective city
 hall

LABORERS CLASSIFICATIONS

GROUP 2: Flagman

GROUP 3: General Laborer; Mason Tender-Cement/Concrete;
 Chipping Gun (under 30 lbs.); Form Stripping; Roof Tearoff

GROUP 4: Chipping Gun (over 30 lbs.); Concrete Saw Operator;
 Grade Checker; Gunite; Pipe Layer; Vibrating Plate

GROUP 5: Mason Tender-Brick

 PAIN0005-029 07/01/2008

	Rates	Fringes
DRYWALL FINISHER/TAPER.....	\$ 32.61	14.43

 PAIN0005-030 06/01/2008

	Rates	Fringes
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Painters:

Parking Lot and Highway Striping Only.....	\$ 26.50	11.40
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 * PAIN0005-031 03/01/2009

	Rates	Fringes
PAINTER (Including Brush, Roller, Spray and Prep Work).....	\$ 20.82	7.44

 * PAIN0188-005 09/01/2009

	Rates	Fringes
GLAZIER.....	\$ 36.00	12.50

PAIN1238-002 07/01/2009

	Rates	Fringes
SOFT FLOOR LAYER (Including Vinyl and Carpet).....	\$ 27.06	11.90

PLAS0077-001 07/01/2008

	Rates	Fringes
PLASTERER.....	\$ 32.50	12.33

PLAS0528-004 06/01/2009

	Rates	Fringes
CEMENT MASON/CONCRETE FINISHER....	\$ 35.75	13.40

PLUM0265-007 06/01/2007

	Rates	Fringes
Plumbers and Pipefitters.....	\$ 35.55	15.32
REFRIGERATION MECHANIC.....	\$ 35.55	15.32

ROOF0054-008 06/01/2009

	Rates	Fringes
ROOFER (Excluding Metal Roofs)....	\$ 28.62	11.43

* SFWA0699-006 04/01/2009

	Rates	Fringes
SPRINKLER FITTER (Fire Sprinklers).....	\$ 33.25	16.55

SHEE0066-024 06/01/2007

	Rates	Fringes
Sheet Metal Worker (Including HVAC Duct Work and Installation of HVAC Systems)....	\$ 34.24	17.63

SUWA2009-029 05/22/2009

	Rates	Fringes
LABORER: Handheld Drill.....	\$ 17.17	5.36

LABORER: Irrigation.....	\$ 11.58	0.00
LABORER: Landscape.....	\$ 9.90	0.00
LABORER: Overhead Door Installation.....	\$ 22.31	3.44
OPERATOR: Mechanic.....	\$ 24.33	4.33
ROOFER (Metal Roofs Only).....	\$ 24.30	4.05
TILE SETTER.....	\$ 18.72	3.35
TRUCK DRIVER: Dump Truck.....	\$ 26.77	9.85

* TEAM0174-005 06/01/2009

	Rates	Fringes
Truck drivers:		
ZONE A:		
GROUP 2:.....	\$ 31.03	14.60

ZONE B (25-45 miles from center of listed cities*): Add \$.70 per hour to Zone A rates.

ZONE C (over 45 miles from centr of listed cities*): Add \$1.00 per hour to Zone A rates.

*Zone pay will be calculated from the city center of the following listed cities:

BELLINGHAM	CENTRALIA	RAYMOND	OLYMPIA
EVERETT	SHELTON	ANACORTES	BELLEVUE
SEATTLE	PORT ANGELES	MT. VERNON	KENT
TACOMA	PORT TOWNSEND	ABERDEEN	BREMERTON

TRUCK DRIVERS CLASSIFICATIONS

GROUP 2 - Semi-Trailer Truck

HAZMAT PROJECTS

Anyone working on a HAZMAT job, where HAZMAT certification is required, shall be compensated as a premium, in addition to the classification working in as follows:

LEVEL C: +\$.25 per hour - This level uses an air purifying respirator or additional protective clothing.

LEVEL B: +\$.50 per hour - Uses same respirator protection as Level A. Supplied air line is provided in conjunction with a chemical "splash suit."

LEVEL A: +\$.75 per hour - This level utilizes a fully-encapsulated suit with a self-contained breathing apparatus or a supplied air line.

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 (29 CFR 5.5(a)(1)(ii)).

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

--
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: WA080051 09/25/2009 WA51

State: Washington

Construction Type: Building

County: King County in Washington.

BUILDING CONSTRUCTION PROJECTS (does not include single family homes or apartments up to and including 4 stories).

Modification Number	Publication Date
0	07/03/2009
1	07/17/2009
2	07/24/2009
3	07/31/2009
4	08/14/2009
5	08/21/2009
6	09/25/2009

ASBE0007-002 01/01/2009

	Rates	Fringes
ASBESTOS WORKER/HEAT & FROST INSULATOR.....	\$ 33.93	14.35

BRWA0001-011 06/01/2009

	Rates	Fringes
Bricklayers, Caulkers.....	\$ 34.31	12.04

* CARP0770-020 06/01/2009

	Rates	Fringes
CARPENTER (Acoustical Installation).....	\$ 35.55	13.08
CARPENTER (Including Formwork, Drywall Hanging, Cabinet Installation; Insulator-Batt and Metal Stud Installation).....	\$ 35.39	13.08
MILLWRIGHT.....	\$ 36.39	13.08
PILEDRIVERMAN.....	\$ 35.59	13.08

(HOURLY ZONE PAY: WESTERN AND CENTRAL WASHINGTON - ALL CLASSIFICATIONS EXCEPT MILLWRIGHTS AND PILEDRIERS)

Hourly Zone Pay shall be paid on jobs located outside of the free zone computed from the city center of the following listed cities:

- Seattle Olympia Bellingham
- Auburn Bremerton Anacortes

Renton	Shelton	Yakima
Aberdeen-Hoquiam	Tacoma	Wenatchee
Ellensburg	Everett	Port Angeles
Centralia	Mount Vernon	Sunnyside
Chelan	Pt. Townsend	

Zone Pay:

0 -25 radius miles	Free
26-35 radius miles	\$1.00/hour
36-45 radius miles	\$1.15/hour
46-55 radius miles	\$1.35/hour
Over 55 radius miles	\$1.55/hour

(HOURLY ZONE PAY: WESTERN AND CENTRAL WASHINGTON - MILLWRIGHT AND PILEDRIVER ONLY)

Hourly Zone Pay shall be computed from Seattle Union Hall, Tacoma City center, and Everett City center

Zone Pay:

0 -25 radius miles	Free
26-45 radius miles	\$.70/hour
Over 45 radius miles	\$1.50/hour

ELEC0046-006 06/01/2009

	Rates	Fringes
ELECTRICIAN.....	\$ 40.81	3%+15.71

ELEC0046-007 01/29/2007

	Rates	Fringes
ELECTRICIAN (Alarm Installation Only).....	\$ 23.30	7.85
ELECTRICIAN (Low Voltage Wiring Only).....	\$ 23.30	7.85

ELEV0019-005 01/01/2009

	Rates	Fringes
ELEVATOR MECHANIC.....	\$ 42.91	18.285+A+B

FOOTNOTE:

- a. Employer contributes 8% of the basic hourly rate for over 5 year's service and 6% of the basic hourly rate for 6 months to 5 years' of service as vacation paid credit.
- b. Eight paid holidays: New Year's Day; Memorial Day; Independence Day; Labor Day; Veteran's Day; Thanksgiving Day; Friday after Thanksgiving and Christmas Day

ENGI0302-019 06/01/2009

	Rates	Fringes
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Power equipment operators:

Group 1A.....	\$ 35.79	15.15
Group 1AA.....	\$ 36.36	15.15
Group 1AAA.....	\$ 36.92	15.15
Group 1.....	\$ 35.24	15.15
Group 2.....	\$ 34.75	15.15
Group 3.....	\$ 34.33	15.15
Group 4.....	\$ 31.97	15.15

POWER EQUIPMENT OPERATORS CLASSIFICATIONS

GROUP 1AAA - Cranes-over 300 tons, or 300 ft of boom
(including jib with attachments)

GROUP 1AA - Cranes 200 to 300 tons, or 250 ft of boom
(including jib with attachments); Excavator/Trackhoe: Over
90 metric tons

GROUP 1A - Cranes, 100 tons thru 199 tons, or 150 ft of boom
(including jib with attachments); Loaders-overhead, 8 yards
and over; excavator/Trackhoe: over 50 metric tons to 90
metric tons

GROUP 1 - Cranes 45 tons thru 99 tons, under 150 ft of boom
(including jib with attachments); Excavator/Trackhoe: over
30 metric tons to 50 metric tons; Loader- overhead 6 yards
to, but not including 8 yards; Dozer D-10; Screedman;
Scrapers: 45 yards and over; Grader/Blade

GROUP 2 - Cranes, 20 tons thru 44 tons with attachments;
Drilling machine; Excavator/Trackhoe: 15 to 30 metric tons;
Horizontal/directional drill operator; Loaders-overhead
under 6 yards; Crane Oiler-100 Tons and Over; Compactor;
Scraper: under 45 tons

GROUP 3 - Cranes-thru 19 tons with attachments; Dozers-D-9
and under; Motor patrol grader-nonfinishing; Roller-Plant
Mix; Crane Oiler under 100 tons; Excavator/Trackhoe: under
15 metric tons; Forklift: 3000 lbs and over with
attachments; Service Oiler; Concrete Pump; Outside Hoist
(Elevators and Manlifts); Pump Grout

GROUP 4 - Roller-other than plant mix; Forklift: under 3000
lbs with attachments; Bobcat; Rigger/Bellman

IRON0086-010 07/01/2009

	Rates	Fringes
IRONWORKER (Reinforcing, Structural and Ornamental).....	\$ 36.62	17.40

LABO0001-016 06/01/2009

ZONE 1:

	Rates	Fringes
Laborers:		
GROUP 2.....	\$ 24.86	9.07
GROUP 3.....	\$ 30.96	9.07
GROUP 4.....	\$ 31.70	9.07
GROUP 5.....	\$ 32.21	9.07

ZONE DIFFERENTIAL (ADD TO ZONE 1 RATES):
 ZONE 2 - \$1.00
 ZONE 3 - \$1.30

BASE POINTS: BELLINGHAM, MT. VERNON, EVERETT, SEATTLE, KENT,
 TACOMA, OLYMPIA, CENTRALIA, ABERDEEN, SHELTON, PT.
 TOWNSEND, PT. ANGELES, AND BREMERTON

ZONE 1 - Projects within 25 radius miles of the respective
 city hall
 ZONE 2 - More than 25 but less than 45 radius miles from the
 respective city hall
 ZONE 3 - More than 45 radius miles from the respective city
 hall

LABORERS CLASSIFICATIONS

GROUP 2: Flagman

GROUP 3: General Laborer; Mason Tender-Cement/Concrete;
 Chipping Gun (under 30 lbs.); Form Stripping; Roof Tearoff

GROUP 4: Chipping Gun (over 30 lbs.); Concrete Saw Operator;
 Grade Checker; Gunite; Pipe Layer; Vibrating Plate

GROUP 5: Mason Tender-Brick

 PAIN0005-029 07/01/2008

	Rates	Fringes
DRYWALL FINISHER/TAPER.....	\$ 32.61	14.43

 PAIN0005-030 06/01/2008

	Rates	Fringes
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Painters:

Parking Lot and Highway Striping Only.....	\$ 26.50	11.40
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 * PAIN0005-031 03/01/2009

	Rates	Fringes
PAINTER (Including Brush, Roller, Spray and Prep Work).....	\$ 20.82	7.44

 * PAIN0188-005 09/01/2009

	Rates	Fringes
GLAZIER.....	\$ 36.00	12.50

PAIN1238-002 07/01/2009

	Rates	Fringes
SOFT FLOOR LAYER (Including Vinyl and Carpet).....	\$ 27.06	11.90

PLAS0077-001 07/01/2008

	Rates	Fringes
PLASTERER.....	\$ 32.50	12.33

PLAS0528-004 06/01/2009

	Rates	Fringes
CEMENT MASON/CONCRETE FINISHER...\$	35.75	13.40

PLUM0032-009 06/01/2009

	Rates	Fringes
PIPEFITTER.....	\$ 45.00	19.41
PLUMBER (Including HVAC Pipe Installation).....	\$ 45.00	19.41
REFRIGERATION MECHANIC.....	\$ 41.88	18.28

ROOF0054-008 06/01/2009

	Rates	Fringes
ROOFER (Excluding Metal Roofs)...\$	28.62	11.43

* SFWA0699-006 04/01/2009

	Rates	Fringes
SPRINKLER FITTER (Fire Sprinklers).....	\$ 33.25	16.55

SHEE0066-024 06/01/2007

	Rates	Fringes
Sheet Metal Worker (Including HVAC Duct Work and Installation of HVAC Systems)....\$	34.24	17.63

SUWA2009-024 05/22/2009

	Rates	Fringes
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LABORER: Driller.....	\$ 17.17	5.36
LABORER: Irrigation.....	\$ 11.58	0.00
LABORER: Landscape.....	\$ 9.73	0.00
LABORER: Overhead Door Installation.....	\$ 22.31	3.44
OPERATOR: Backhoe.....	\$ 29.95	7.20
OPERATOR: Mechanic.....	\$ 24.33	4.33
ROOFER: Metal Roof Only.....	\$ 24.30	4.05
TILE SETTER.....	\$ 18.72	3.35
TRUCK DRIVER: Dump Truck.....	\$ 27.43	0.00

 * TEAM0174-005 06/01/2009

	Rates	Fringes
Truck drivers:		
ZONE A:		
GROUP 2:.....	\$ 31.03	14.60
ZONE B (25-45 miles from center of listed cities*): Add \$.70 per hour to Zone A rates.		
ZONE C (over 45 miles from centr of listed cities*): Add \$1.00 per hour to Zone A rates.		

*Zone pay will be calculated from the city center of the following listed cities:

BELLINGHAM	CENTRALIA	RAYMOND	OLYMPIA
EVERETT	SHELTON	ANACORTES	BELLEVUE
SEATTLE	PORT ANGELES	MT. VERNON	KENT
TACOMA	PORT TOWNSEND	ABERDEEN	BREMERTON

TRUCK DRIVERS CLASSIFICATIONS

GROUP 2 - Semi-Trailer Truck

HAZMAT PROJECTS

Anyone working on a HAZMAT job, where HAZMAT certification is required, shall be compensated as a premium, in addition to the classification working in as follows:
 LEVEL C: +\$.25 per hour - This level uses an air purifying respirator or additional protective clothing.
 LEVEL B: +\$.50 per hour - Uses same respirator protection as Level A. Supplied air line is provided in conjunction with a chemical "splash suit."
 LEVEL A: +\$.75 per hour - This level utilizes a fully-encapsulated suit with a self-contained breathing apparatus

or a supplied air line.

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 (29 CFR 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: WA080059 09/25/2009 WA59

State: Washington

Construction Type: Building

County: Whatcom County in Washington.

BUILDING CONSTRUCTION PROJECTS (does not include single family homes or apartments up to and including 4 stories).

Modification Number	Publication Date
0	07/03/2009
1	07/17/2009
2	08/21/2009
3	09/25/2009

ASBE0007-002 01/01/2009

	Rates	Fringes
ASBESTOS WORKER/HEAT & FROST INSULATOR.....	\$ 33.93	14.35

BRWA0001-010 06/01/2009

	Rates	Fringes
BRICKLAYER.....	\$ 34.31	12.04

* CARP0770-018 06/01/2009

	Rates	Fringes
CARPENTER.....	\$ 35.39	13.08
PILEDRIVERMAN.....	\$ 35.59	13.08

(HOURLY ZONE PAY: WESTERN AND CENTRAL WASHINGTON - ALL CLASSIFICATIONS EXCEPT MILLWRIGHTS AND PILEDRIVERS

Hourly Zone Pay shall be paid on jobs located outside of the free zone computed from the city center of the following listed cities:

- | | | |
|------------------|--------------|--------------|
| Seattle | Olympia | Bellingham |
| Auburn | Bremerton | Anacortes |
| Renton | Shelton | Yakima |
| Aberdeen-Hoquiam | Tacoma | Wenatchee |
| Ellensburg | Everett | Port Angeles |
| Centralia | Mount Vernon | Sunnyside |
| Chelan | Pt. Townsend | |

Zone Pay:

0 -25 radius miles	Free
26-35 radius miles	\$1.00/hour
36-45 radius miles	\$1.15/hour

46-55 radius miles \$1.35/hour
 Over 55 radius miles \$1.55/hour

(HOURLY ZONE PAY: WESTERN AND CENTRAL WASHINGTON - MILLWRIGHT AND PILEDRIVER ONLY)

Hourly Zone Pay shall be computed from Seattle Union Hall, Tacoma City center, and Everett City center

Zone Pay:
 0 -25 radius miles Free
 26-45 radius miles \$.70/hour
 Over 45 radius miles \$1.50/hour

 ELEC0191-013 03/01/2008

	Rates	Fringes
ELECTRICIAN.....	\$ 29.51	3%+12.81

 ENGI0302-018 06/01/2009

	Rates	Fringes
Power equipment operators:		
Group 1A.....	\$ 35.79	15.15
Group 1AA.....	\$ 36.36	15.15
Group 1AAA.....	\$ 36.92	15.15
Group 1.....	\$ 35.24	15.15
Group 2.....	\$ 34.75	15.15
Group 3.....	\$ 34.33	15.15
Group 4.....	\$ 31.97	15.15

POWER EQUIPMENT OPERATORS CLASSIFICATIONS

GROUP 1AAA - Cranes-over 300 tons, or 300 ft of boom (including jib with attachments)

GROUP 1AA - Cranes 200 to 300 tons, or 250 ft of boom (including jib with attachments); Excavator/Trackhoe, Backhoes: Over 90 metric tons

GROUP 1A - Cranes, 100 tons thru 199 tons, or 150 ft of boom (including jib with attachments); Loaders-overhead, 8 yards and over; excavator/Trackhoe, backhoes: over 50 metric tons to 90 metric tons

GROUP 1 - Cranes 45 tons thru 99 tons, under 150 ft of boom (including jib with attachments); Excavator/Trackhoe, backhoes: over 30 metric tons to 50 metric tons; Loader-overhead 6 yards to, but not including 8 yards; Dozer D-10; Screedman; Scrapers: 45 yards and over; Grader/Blade

GROUP 2 - Cranes, 20 tons thru 44 tons with attachments; Drilling machine; Excavator/Trackhoe, backhoe: 15 to 30 metric tons; Horizontal/directional drill operator; Loaders-overhead under 6 yards; Crane Oiler-100 Tons and

Over; Compactor; Scraper: under 45 tons

GROUP 3 - Cranes-thru 19 tons with attachments; Dozers-D-9 and under; Motor patrol grader-nonfinishing; Roller-Plant Mix; Crane Oiler under 100 tons; Excavator/Trackhoe, backhoe: under 15 metric tons; Forklift: 3000 lbs and over with attachments; Service Oiler

GROUP 4 - Roller-other than plant mix; Forklift: under 3000 lbs with attachments

IRON0086-010 07/01/2009

	Rates	Fringes
IRONWORKER (Reinforcing, Structural and Ornamental).....	\$ 36.62	17.40

LABO0001-015 06/01/2009

ZONE 1:

	Rates	Fringes
Laborers:		
GROUP 2.....	\$ 24.86	9.07
GROUP 3.....	\$ 30.96	9.07
GROUP 4.....	\$ 31.70	9.07
GROUP 5.....	\$ 32.21	9.07

ZONE DIFFERENTIAL (ADD TO ZONE 1 RATES):
ZONE 2 - \$1.00
ZONE 3 - \$1.30

BASE POINTS: BELLINGHAM, MT. VERNON, EVERETT, SEATTLE, KENT, TACOMA, OLYMPIA, CENTRALIA, ABERDEEN, SHELTON, PT. TOWNSEND, PT. ANGELES, AND BREMERTON

ZONE 1 - Projects within 25 radius miles of the respective city hall
ZONE 2 - More than 25 but less than 45 radius miles from the respective city hall
ZONE 3 - More than 45 radius miles from the respective city hall

LABORERS CLASSIFICATIONS

GROUP 2: Flagman

GROUP 3: General Laborer; Mason Tender-Cement/Concrete; Chipping Gun (under 30 lbs.); Form Stripping

GROUP 4: Chipping Gun (over 30 lbs.); Concrete Saw Operator; Grade Checker; Gunite; Pipe Layer; Vibrating Plate

GROUP 5: Mason Tender-Brick

* PAIN0005-028 03/01/2009

	Rates	Fringes
PAINTER (Excluding Spray).....	\$ 20.82	7.44

PAIN0005-029 07/01/2008

	Rates	Fringes
DRYWALL FINISHER/TAPER.....	\$ 32.61	14.43

* PAIN0188-004 09/01/2009

CLALLAM, JEFFERSON, KING, KITSAP, LEWIS, MASON, PIERCE,
SNOHOMISH, THURSTON COUNTIES

	Rates	Fringes
GLAZIER.....	\$ 36.00	12.50

PLUM0265-006 06/01/2007

	Rates	Fringes
Plumbers and Pipefitters.....	\$ 35.55	15.32

ROOF0054-007 06/01/2007

	Rates	Fringes
ROOFER (Including Metal Roofs and Tearoff).....	\$ 19.45	5.26

SUWA2009-032 05/22/2009

	Rates	Fringes
CEMENT MASON/CONCRETE FINISHER...	\$ 16.33	1.32
LABORER: Handheld Drill.....	\$ 17.17	5.36
LABORER: Irrigation.....	\$ 11.58	0.00
LABORER: Landscape.....	\$ 11.08	0.00
OPERATOR: Bobcat/Skid Loader....	\$ 22.05	7.35
OPERATOR: Concrete Pump.....	\$ 22.30	5.27
OPERATOR: Mechanic.....	\$ 24.33	4.33
PAINTER: Spray Only.....	\$ 24.80	0.00
SHEETMETAL WORKER.....	\$ 22.40	5.38

TILE SETTER.....	\$ 18.39	4.26
TRUCK DRIVER: Semi-Trailer		
Truck.....	\$ 20.59	5.56

 * TEAM0174-004 06/01/2009

	Rates	Fringes
Truck drivers:		
ZONE A:		
GROUP 1:.....	\$ 31.87	14.60
GROUP 2:.....	\$ 31.03	14.60

ZONE B (25-45 miles from center of listed cities*): Add \$.70 per hour to Zone A rates.
 ZONE C (over 45 miles from centr of listed cities*): Add \$1.00 per hour to Zone A rates.

*Zone pay will be calculated from the city center of the following listed cities:

BELLINGHAM	CENTRALIA	RAYMOND	OLYMPIA
EVERETT	SHELTON	ANACORTES	BELLEVUE
SEATTLE	PORT ANGELES	MT. VERNON	KENT
TACOMA	PORT TOWNSEND	ABERDEEN	BREMERTON

TRUCK DRIVERS CLASSIFICATIONS

GROUP 1 - Dump Trucks, side, end and bottom dump, including semi-trucks and trains or combinations thereof with 16 yards to 30 yards capacity: Over 30 yards \$.15 per hour additional for each 10 yard increment.

GROUP 2 - Dump trucks, side, end and bottom dump, including semi-trucks and trains or combinations thereof with less than 16 yards capacity.

HAZMAT PROJECTS

Anyone working on a HAZMAT job, where HAZMAT certification is required, shall be compensated as a premium, in addition to the classification working in as follows:

LEVEL C: +\$.25 per hour - This level uses an air purifying respirator or additional protective clothing.

LEVEL B: +\$.50 per hour - Uses same respirator protection as Level A. Supplied air line is provided in conjunction with a chemical "splash suit."

LEVEL A: +\$.75 per hour - This level utilizes a fully-encapsulated suit with a self-contained breathing apparatus or a supplied air line.

 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 (29 CFR 5.5(a)(1)(ii)).

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

--
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: WA080053 09/25/2009 WA53

State: Washington

Construction Type: Building

County: Pierce County in Washington.

BUILDING CONSTRUCTION PROJECTS (does not include single family homes or apartments up to and including 4 stories).

Modification Number	Publication Date
0	07/03/2009
1	07/17/2009
2	07/24/2009
3	08/14/2009
4	08/21/2009
5	09/25/2009

ASBE0007-002 01/01/2009

	Rates	Fringes
ASBESTOS WORKER/HEAT & FROST INSULATOR.....	\$ 33.93	14.35

BRWA0001-011 06/01/2009

	Rates	Fringes
Bricklayers, Caulkers.....	\$ 34.31	12.04

* CARP0770-020 06/01/2009

	Rates	Fringes
CARPENTER (Acoustical Installation).....	\$ 35.55	13.08
CARPENTER (Including Formwork, Drywall Hanging, Cabinet Installation; Insulator-Batt and Metal Stud Installation).....	\$ 35.39	13.08
MILLWRIGHT.....	\$ 36.39	13.08
PILEDRIVERMAN.....	\$ 35.59	13.08

(HOURLY ZONE PAY: WESTERN AND CENTRAL WASHINGTON - ALL CLASSIFICATIONS EXCEPT MILLWRIGHTS AND PILEDRIVERS

Hourly Zone Pay shall be paid on jobs located outside of the free zone computed from the city center of the following listed cities:

- | | | |
|---------|-----------|------------|
| Seattle | Olympia | Bellingham |
| Auburn | Bremerton | Anacortes |
| Renton | Shelton | Yakima |

Aberdeen-Hoquiam	Tacoma	Wenatchee
Ellensburg	Everett	Port Angeles
Centralia	Mount Vernon	Sunnyside
Chelan	Pt. Townsend	

Zone Pay:

0 -25 radius miles	Free
26-35 radius miles	\$1.00/hour
36-45 radius miles	\$1.15/hour
46-55 radius miles	\$1.35/hour
Over 55 radius miles	\$1.55/hour

(HOURLY ZONE PAY: WESTERN AND CENTRAL WASHINGTON - MILLWRIGHT AND PILEDRIVER ONLY)

Hourly Zone Pay shall be computed from Seattle Union Hall, Tacoma City center, and Everett City center

Zone Pay:

0 -25 radius miles	Free
26-45 radius miles	\$.70/hour
Over 45 radius miles	\$1.50/hour

 ELEC0076-005 02/28/2009

	Rates	Fringes
ELECTRICIAN.....	\$ 34.75	3%+14.75

ELEC0076-006 06/01/2001

	Rates	Fringes
ELECTRICIAN (Alarm Installation Only).....	\$ 18.77	5.97
ELECTRICIAN (Low Voltage Wiring Only).....	\$ 18.77	5.97

ELEV0019-005 01/01/2009

	Rates	Fringes
ELEVATOR MECHANIC.....	\$ 42.91	18.285+A+B

FOOTNOTE:

- a. Employer contributes 8% of the basic hourly rate for over 5 year's service and 6% of the basic hourly rate for 6 months to 5 years' of service as vacation paid credit.
 - b. Eight paid holidays: New Year's Day; Memorial Day; Independence Day; Labor Day; Veteran's Day; Thanksgiving Day; Friday after Thanksgiving and Christmas Day
-

ENGI0612-004 06/01/2009

Rates	Fringes
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Power equipment operators:

GROUP 1A.....	\$ 35.79	15.15
GROUP 1AA.....	\$ 36.36	15.15
GROUP 1AAA.....	\$ 36.92	15.15
GROUP 1.....	\$ 35.24	15.15
GROUP 2.....	\$ 34.75	15.15
GROUP 3.....	\$ 34.33	15.15
GROUP 4.....	\$ 31.97	15.15

Zone Differential (Add to Zone 1 rates):

Zone 2 (26-45 radius miles) = \$.70

Zone 3 (Over 45 radius miles) - \$1.00

BASEPOINTS: CENTRALIA, OLYMPIA, TACOMA

POWER EQUIPMENT OPERATORS CLASSIFICATIONS

GROUP 1AAA - Cranes-over 300 tons, or 300 ft of boom
(including jib with attachments)

GROUP 1AA - Cranes 200 to 300 tons, or 250 ft of boom
(including jib with attachments); Excavator/Trackhoe: Over
90 metric tons

GROUP 1A - Cranes, 100 tons thru 199 tons, or 150 ft of boom
(including jib with attachments); Excavator/Trackhoe: over
50 metric tons to 90 metric tons

GROUP 1 - Cranes 45 tons thru 99 tons, under 150 ft of boom
(including jib with attachments); Excavator/Trackhoe: over
30 metric tons to 50 metric tons; Screedman; Scrapers: 45
yards and over; Grader/Blade

GROUP 2 - Cranes, 20 tons thru 44 tons with attachments;
Drilling machine; Excavator/Trackhoe: 15 to 30 metric tons;
Horizontal/directional drill operator; Compactor; Scraper:
under 45 tons

GROUP 3 - Cranes-thru 19 tons with attachments; Motor patrol
grader-nonfinishing; Roller-Plant Mix; Excavator/Trackhoe:
under 15 metric tons; Forklift: 3000 lbs and over with
attachments; Service Oiler; Concrete Pump; Outside Hoist
(Elevators and Manlifts); Pump Grout

GROUP 4 - Roller-other than plant mix; Forklift: under 3000
lbs with attachments; Bobcat/Skid Loader

HANDLING OF HAZARDOUS WASTE MATERIALS: Personnel in all
craft classifications subject to working inside a federally
designated hazardous perimeter shall be eligible for
compensation in accordance with the following group
schedule relative to the level of hazardous waste as
outlined in the specific hazardous waste project site
safety plan.

H-1 Base wage rate when on a hazardous waste site when not

outfitted with protective clothing
H-2 Class "C" Suit - Base wage rate plus \$.25 per hour.
H-3 Class "B" Suit - Base wage rate plus \$.50 per hour.
H-4 Class "A" Suit - Base wage rate plus \$.75 per hour.

IRON0086-010 07/01/2009

	Rates	Fringes
IRONWORKER (Reinforcing, Structural and Ornamental).....	\$ 36.62	17.40

LABO0001-016 06/01/2009

ZONE 1:

	Rates	Fringes
Laborers:		
GROUP 2.....	\$ 24.86	9.07
GROUP 3.....	\$ 30.96	9.07
GROUP 4.....	\$ 31.70	9.07
GROUP 5.....	\$ 32.21	9.07

ZONE DIFFERENTIAL (ADD TO ZONE 1 RATES):
ZONE 2 - \$1.00
ZONE 3 - \$1.30

BASE POINTS: BELLINGHAM, MT. VERNON, EVERETT, SEATTLE, KENT,
TACOMA, OLYMPIA, CENTRALIA, ABERDEEN, SHELTON, PT.
TOWNSEND, PT. ANGELES, AND BREMERTON

ZONE 1 - Projects within 25 radius miles of the respective
city hall
ZONE 2 - More than 25 but less than 45 radius miles from the
respective city hall
ZONE 3 - More than 45 radius miles from the respective city
hall

LABORERS CLASSIFICATIONS

GROUP 2: Flagman

GROUP 3: General Laborer; Mason Tender-Cement/Concrete;
Chipping Gun (under 30 lbs.); Form Stripping; Roof Tearoff

GROUP 4: Chipping Gun (over 30 lbs.); Concrete Saw Operator;
Grade Checker; Gunite; Pipe Layer; Vibrating Plate

GROUP 5: Mason Tender-Brick

PAIN0005-029 07/01/2008

	Rates	Fringes
DRYWALL FINISHER/TAPER.....	\$ 32.61	14.43

PAIN0005-030 06/01/2008

	Rates	Fringes
Painters:		
Parking Lot and Highway Striping Only.....	\$ 26.50	11.40

* PAIN0005-031 03/01/2009

	Rates	Fringes
PAINTER (Including Brush, Roller, Spray and Prep Work).....	\$ 20.82	7.44

PAIN0005-034 07/01/2009

	Rates	Fringes
Soft Floor Layers (Including Vinyl and Carpet).....	\$ 26.23	11.88

* PAIN0188-005 09/01/2009

	Rates	Fringes
GLAZIER.....	\$ 36.00	12.50

PLAS0077-001 07/01/2008

	Rates	Fringes
PLASTERER.....	\$ 32.50	12.33

PLAS0528-004 06/01/2009

	Rates	Fringes
CEMENT MASON/CONCRETE FINISHER....	\$ 35.75	13.40

PLUM0082-007 06/01/2007

	Rates	Fringes
PLUMBER (Excluding HVAC Pipe Installation).....	\$ 35.55	15.32
REFRIGERATION MECHANIC.....	\$ 35.55	15.32

PLUM0082-008 06/01/2007

	Rates	Fringes
PIPEFITTER (HVAC Pipe Installation Only).....	\$ 35.55	15.32
PIPEFITTER.....	\$ 35.55	15.32

ROOF0153-004 01/01/2008

	Rates	Fringes
ROOFER (Excluding Metal Roofs)...	\$ 27.00	9.29

* SFWA0699-006 04/01/2009

	Rates	Fringes
SPRINKLER FITTER (Fire Sprinklers).....	\$ 33.25	16.55

SHEE0066-024 06/01/2007

	Rates	Fringes
Sheet Metal Worker (Including HVAC Duct Work and Installation of HVAC Systems)....	\$ 34.24	17.63

SUWA2009-026 05/22/2009

	Rates	Fringes
LABORER: Handheld Drill.....	\$ 17.17	5.36
LABORER: Irrigation.....	\$ 11.58	0.00
LABORER: Landscape.....	\$ 9.90	0.00
LABORER: Overhead Door Installation.....	\$ 22.31	3.44
OPERATOR: Backhoe.....	\$ 26.34	8.38
OPERATOR: Bulldozer.....	\$ 26.63	8.38
OPERATOR: Loader.....	\$ 30.40	8.38
OPERATOR: Mechanic.....	\$ 24.33	4.33
ROOFER (Metal Roofs Only).....	\$ 24.30	4.05
TILE SETTER.....	\$ 18.72	3.35
TRUCK DRIVER: Dump Truck.....	\$ 27.04	0.00

* TEAM0174-005 06/01/2009

	Rates	Fringes
Truck drivers:		
ZONE A:		
GROUP 2:.....	\$ 31.03	14.60
ZONE B (25-45 miles from center of listed cities*): Add \$.70 per hour to Zone A rates.		

ZONE C (over 45 miles from centr of listed cities*): Add \$1.00 per hour to Zone A rates.

*Zone pay will be calculated from the city center of the following listed cities:

BELLINGHAM	CENTRALIA	RAYMOND	OLYMPIA
EVERETT	SHELTON	ANACORTES	BELLEVUE
SEATTLE	PORT ANGELES	MT. VERNON	KENT
TACOMA	PORT TOWNSEND	ABERDEEN	BREMERTON

TRUCK DRIVERS CLASSIFICATIONS

GROUP 2 - Semi-Trailer Truck

HAZMAT PROJECTS

Anyone working on a HAZMAT job, where HAZMAT certification is required, shall be compensated as a premium, in addition to the classification working in as follows:

LEVEL C: +\$.25 per hour - This level uses an air purifying respirator or additional protective clothing.

LEVEL B: +\$.50 per hour - Uses same respirator protection as Level A. Supplied air line is provided in conjunction with a chemical "splash suit."

LEVEL A: +\$.75 per hour - This level utilizes a fully-encapsulated suit with a self-contained breathing apparatus or a supplied air line.

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 (29 CFR 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: WA080058 09/25/2009 WA58

State: Washington

Construction Type: Building

County: Thurston County in Washington.

BUILDING CONSTRUCTION PROJECTS (does not include single family homes or apartments up to and including 4 stories).

Modification Number	Publication Date
0	07/03/2009
1	07/17/2009
2	08/21/2009
3	09/25/2009

ASBE0007-002 01/01/2009

	Rates	Fringes
ASBESTOS WORKER/HEAT & FROST INSULATOR.....	\$ 33.93	14.35

BRWA0001-010 06/01/2009

	Rates	Fringes
BRICKLAYER.....	\$ 34.31	12.04

* CARP0770-022 06/01/2009

	Rates	Fringes
CARPENTER.....	\$ 35.39	13.08
PILEDRIVERMAN.....	\$ 35.59	13.08

(HOURLY ZONE PAY: WESTERN AND CENTRAL WASHINGTON - ALL CLASSIFICATIONS EXCEPT MILLWRIGHTS AND PILEDRIVERS

Hourly Zone Pay shall be paid on jobs located outside of the free zone computed from the city center of the following listed cities:

- | | | |
|------------------|--------------|--------------|
| Seattle | Olympia | Bellingham |
| Auburn | Bremerton | Anacortes |
| Renton | Shelton | Yakima |
| Aberdeen-Hoquiam | Tacoma | Wenatchee |
| Ellensburg | Everett | Port Angeles |
| Centralia | Mount Vernon | Sunnyside |
| Chelan | Pt. Townsend | |

Zone Pay:

0 -25 radius miles	Free
26-35 radius miles	\$1.00/hour
36-45 radius miles	\$1.15/hour

46-55 radius miles \$1.35/hour
Over 55 radius miles \$1.55/hour

(HOURLY ZONE PAY: WESTERN AND CENTRAL WASHINGTON - MILLWRIGHT
AND PILEDRIVER ONLY)

Hourly Zone Pay shall be computed from Seattle Union Hall,
Tacoma City center, and Everett City center

Zone Pay:
0 -25 radius miles Free
26-45 radius miles \$.70/hour
Over 45 radius miles \$1.50/hour

ELEC0076-005 02/28/2009

	Rates	Fringes
ELECTRICIAN.....	\$ 34.75	3%+14.75

ENGI0612-005 06/01/2009

	Rates	Fringes
Power equipment operators:		
GROUP 1A.....	\$ 35.79	15.15
GROUP 1AA.....	\$ 36.36	15.15
GROUP 1AAA.....	\$ 36.92	15.15
GROUP 1.....	\$ 35.24	15.15
GROUP 2.....	\$ 34.75	15.15
GROUP 3.....	\$ 34.33	15.15
GROUP 4.....	\$ 31.97	15.15

Zone Differential (Add to Zone 1 rates):
Zone 2 (26-45 radius miles) = \$.70
Zone 3 (Over 45 radius miles) - \$1.00

BASEPOINTS: CENTRALIA, OLYMPIA, TACOMA

POWER EQUIPMENT OPERATORS CLASSIFICATIONS

GROUP 1AAA - Cranes-over 300 tons, or 300 ft of boom
(including jib with attachments)

GROUP 1AA - Cranes 200 to 300 tons, or 250 ft of boom
(including jib with attachments); Excavator/Trackhoe,
Backhoe: Over 90 metric tons

GROUP 1A - Cranes, 100 tons thru 199 tons, or 150 ft of boom
(including jib with attachments); Excavator/Trackhoe,
Backhoe: over 50 metric tons to 90 metric tons;

GROUP 1 - Cranes 45 tons thru 99 tons, under 150 ft of boom
(including jib with attachments); Excavator/Trackhoe,
Backhoe: over 30 metric tons to 50 metric tons; Dozer-D-10;
Screedman; Scrapers: 45 yards and over; Grader/Blade

GROUP 2 - Cranes, 20 tons thru 44 tons with attachments;
 Excavator/Trackhoe, Backhoe: 15 to 30 metric tons; Drilling
 Machine; Horizontal/directional drill operator; Compactor;
 Scraper: under 45 tons; Crane Oiler-100 tons and over

GROUP 3 - Cranes-thru 19 tons with attachments; Roller-Plant
 Mix; Excavator/Trackhoe, Backhoe: under 15 metric tons;
 Forklift: 3000 lbs and over with attachments; Outside Hoist
 (Elevators and Manlifts); Dozer-D-9 and Under; Motor Patrol
 grader-nonfinishing; Service Oiler; Concrete Pump; Pump
 Grout; Crane Oiler-uner 100 tons

GROUP 4 - Roller-other than plant mix; Forklift: under 3000
 lbs with attachments; Bobcat/Skid Loader

HANDLING OF HAZARDOUS WASTE MATERIALS: Personnel in all
 craft classifications subject to working inside a federally
 designated hazardous perimeter shall be eligible for
 compensation in accordance with the following group
 schedule relative to the level of hazardous waste as
 outlined in the specific hazardous waste project site
 safety plan.

H-1 Base wage rate when on a hazardous waste site when not
 outfitted with protective clothing
 H-2 Class "C" Suit - Base wage rate plus \$.25 per hour.
 H-3 Class "B" Suit - Base wage rate plus \$.50 per hour.
 H-4 Class "A" Suit - Base wage rate plus \$.75 per hour.

 IRON0086-010 07/01/2009

	Rates	Fringes
IRONWORKER (Reinforcing, Structural and Ornamental).....	\$ 36.62	17.40

 LABO0001-017 06/01/2009

ZONE 1:

	Rates	Fringes
Laborers:		
GROUP 2.....	\$ 24.86	9.07
GROUP 3.....	\$ 30.96	9.07
GROUP 4.....	\$ 31.70	9.07
GROUP 5.....	\$ 32.21	9.07

ZONE DIFFERENTIAL (ADD TO ZONE 1 RATES):

ZONE 2 - \$1.00

ZONE 3 - \$1.30

BASE POINTS: BELLINGHAM, MT. VERNON, EVERETT, SEATTLE, KENT,
 TACOMA, OLYMPIA, CENTRALIA, ABERDEEN, SHELTON, PT.
 TOWNSEND, PT. ANGELES, AND BREMERTON

ZONE 1 - Projects within 25 radius miles of the respective

city hall

ZONE 2 - More than 25 but less than 45 radius miles from the
respective city hall

ZONE 3 - More than 45 radius miles from the respective city
hall

LABORERS CLASSIFICATIONS

GROUP 2: Flagman; Fence Erector

GROUP 3: General Laborer; Mason Tender-Cement/Concrete;
Chipping Gun (under 30 lbs.); Form Stripping;

GROUP 4: Chipping Gun (over 30 lbs.); Concrete Saw Operator;
Grade Checker; Gunite; Pipe Layer; Vibrating Plate; Asphalt
Raker

GROUP 5: Mason Tender-Brick

PAIN0005-029 07/01/2008

	Rates	Fringes
DRYWALL FINISHER/TAPER.....	\$ 32.61	14.43

* PAIN0005-032 03/01/2009

	Rates	Fringes
PAINTER (Including Brush, Roller and Spray).....	\$ 20.82	7.44

PAIN0005-034 07/01/2009

	Rates	Fringes
Soft Floor Layers (Including Vinyl and Carpet).....	\$ 26.23	11.88

PLUM0082-009 06/01/2007

	Rates	Fringes
PLUMBER/PIPEFITTER.....	\$ 35.55	15.32

ROOF0153-005 01/01/2008

	Rates	Fringes
ROOFER (Excluding Metal Roofs)...	\$ 27.00	9.29
ROOFER (Tearoff).....	\$ 27.00	9.29

* SFWA0699-006 04/01/2009

	Rates	Fringes
SPRINKLER FITTER (Fire		

Sprinklers).....\$ 33.25 16.55

SHEE0066-026 06/01/2007

	Rates	Fringes
Sheet Metal Worker.....	\$ 34.24	17.63

SUWA2009-031 05/22/2009

	Rates	Fringes
CEMENT MASON/CONCRETE FINISHER...	\$ 19.54	3.17
GLAZIER.....	\$ 22.21	2.96
LABORER: Handheld Drill.....	\$ 17.17	5.36
LABORER: Irrigation.....	\$ 11.58	0.00
LABORER: Landscape.....	\$ 9.90	0.00
OPERATOR: Loader.....	\$ 26.62	7.88
OPERATOR: Mechanic.....	\$ 24.33	4.33
ROOFER (Metal Roofs Only).....	\$ 24.30	4.05
TILE SETTER.....	\$ 18.38	2.90
TRUCK DRIVER: Dump Truck.....	\$ 26.70	9.85
TRUCK DRIVER: Semi-Trailer Truck.....	\$ 19.80	1.27

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

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

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

to be prevailing.

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WAGE DETERMINATION APPEALS PROCESS

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

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

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

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

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

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

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

The request should be accompanied by a full statement of the interested

party's position and by any information (wage payment data, project description, area practice material, etc.) that the requestor considers relevant to the issue.

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

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

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

END OF GENERAL DECISION

UAttachment B
Technical Specifications Required in City of Seattle's Request For Proposals for
Electric Vehicle Supply Equipment

1. The Base Specifications of the EVSE shall be the following:

- Input Voltage: 208VAC to 240VAC
- Input Phase: Single
- Input Current: 30/32 Amps (Maximum Input Current)
- Output Voltage: 208VAC to 240VAC
- Output Phase: Single
- Pilot: SAE J1772 Compliant
- Connector/Cable: SAE J1772 Compliant and U.L. Approved
- Rate at 32Amps Minimum, Length – 20ft
- Operating Temperatures: -40° F (-40° C) to +122° F (+50° C)

2. The Base Features for the EVSE shall be the following:

- Charge Circuit Interruption Device (CCID)
- Ground Monitoring Circuit
- Charging Indication
- Nuisance tripping avoidance and auto re-closure
- Status Indication:
 - Ready to Charge
 - Charging
 - Complete
 - Paused- Waiting to Charge
 - Fault
- Cold Load Pickup (Randomized auto re-start following power outage)
- CCID Auto Test
- Scheduled Charging (Allows customer to program for utility off-peak start times)
- Enclosure Rating – Outdoor
- Wireless 802.11
- ZigBee Capable
- IP Addressable
- Energy and Demand Metering (Meets ANSI C12.20)
- Revenue Collection Function (does not have to be activated for all EVSEs, but units must have ability to activate revenue collection via a neutral payment system such as credit cards).
- Communication Capable
 - Must be capable of sending the following data either through wireless method or PLC to the Idaho National Laboratory (INL) (or otherwise directed data base) – this would be accomplished by

transferring the data from the vendors database.

For each charge

- Location
- Time Stamp (start and stop)
- Energy and Demand

3. Standards

Each EVSE unit shall be certified by a Nationally Recognized Testing Laboratory (NRTL) and meet the following standards:

- a. SAE Standard; J1772
- b. UL Standard for Electric Vehicle Charging System Equipment; UL2202
- c. UL Standard for Plugs, Receptacles and Couplers for Electric Vehicles; UL2251
- d. UL Standard for Personnel Protection Systems for Electric Vehicle (EV) Supply Circuits; UL2231 (Parts 1 and 2)
- e. UL Standard for Enclosures for Electrical Equipment; UL50

4. Data Collection Requirements (Optional)

The EVSE contractor shall:

- Maintain their own data collection servers for storing charging infrastructure events information
- Manage and conduct the charging infrastructure-to-data collection servers data transfer communications
- Provide staff to maintain their own data server(s), the data communications process, and their portion of this data collection effort
- Provide the following parameters per charging event (this is a mandatory requirement):
 - Date/Time Stamp on every record. Date/time stamp is defined as a year, month, day, hour, minute, and second time stamp with a define format at the time of each entry. The time zone should be local time for EVSE. If it is not possible to log local time, all vehicles shall have a common time zone (GMT time zone is preferred). Time zone must be identified.
 - Unique ID for Charging Event
 - Unique ID Identifying the EVSE – may not change
 - Connect Time
 - Disconnect Time
 - Start Charge Time
 - End Charge Time
 - Max Instantaneous Peak Power
 - Average Power

- Total energy (kWh) per charging event
- Rolling 15 Minute Average Peak Power (captured in 15 minute increments, with Time Stamp for each 15 minute period)
- Provide a data transfer portal that allows the Idaho National Lab (INL) to upload charging infrastructure data.

Before data collection begins, the INL also requires the following information:

- Unique Identifier for the EVSE
- GPS Location of the EVSE. This will be in latitude and longitude in decimal degrees to 3 decimal places.
- EVSE specifications
- Contact Information for party responsible for maintaining the data collection and transfer process – Contact Person, Contact Email, Contact Physical Address, Company Name, Contact Phone Number.

EVSE units shall transfer data to a data collection organization/server in a manner and frequency of their choice. However, this data must be provided as weekly data dumps to INL via SFTP (Secure File Transfer Protocol). INL must be able to pull the data from the server. The file format will be CSV (comma separated value). This is the preferred method for the INL to receive data from organizations installing EVSE.

If the EVSE contractor wishes to provide INL with real time data, they will be required to have an IT programmer develop and maintain a real time interface to the EVSE, and will also be required to fund the INL to provide this capability. However, this funding to the INL will require full cost recovery. This interface will enable the INL to “call” the unit and retrieve data. INL will communicate with the IT programmer regarding additional requirements. However, this is not the preferred method of data collection and it will be the most costly to the EVSE contractor.

Attachment C - City of Seattle

Hours Worked (this includes all work related to the grant, regardless of whether it has been invoicec

PERIOD: Jul 1, 2010 to Sept 30, 2010 (update as needed)

Name	Title	Hours Worked	Total Number of hours in Work Week
Staff person			

PERIOD: Jul 1, 2020 to Sept 30, 2010

Total cumulative funds invoiced to date:

\$0.00

Attachment C - City of Seattle

Hours Worked (this includes all work related to the grant, regardless of whether it has been invoicec

PERIOD: Jul 1, 2010 to Sept 30, 2010 (update as needed)

Name	Title	Hours Worked	Total Number of hours in Work Week
Staff person			

PERIOD: Jul 1, 2020 to Sept 30, 2010

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\$0.00
