COMMUNITY REVOLVING LOAN FUND
Memorandum of Understanding
between

Name of Contractor Company: _____

Owner/Principal: _____

DUNS #: _____

&

The *Home Upgrade, Carbon Downgrade* program

of the City of Chula Vista

This Memorandum of Understanding ("MOU") is entered into this _____ day of _____, 2011, by and between _____ ("Contractor") and the City of Chula Vista's *Home Upgrade, Carbon Downgrade* program ("Program") for the purpose of designating the Contractor as an "Eligible Contractor" in regards to participating in the program's Community Revolving Loan Fund ("RLF").

REVOLVING LOAN FUND SUMMARY

The Community Revolving Loan Fund's goal is to provide low interest financing for property-owners ("Property-Owners") to implement energy efficiency retrofits and/or to install renewable energy systems ("Projects") at their homes or businesses in Chula Vista to help reduce utility costs, while leveraging existing federal and state rebate opportunities and contributing to the City's environmental goals. Loan amounts will range from $2,500 - $20,000 and retrofit projects saving at least 10 million BTU (equivalent to approximately 3,000 kWh or 100 therms) per $1,000 spent and having a payback period of 5 years or less will be prioritized. The RLF was capitalized using American Recovery & Reinvestment Act funds under the auspices of the

Department of Energy's Energy Efficiency & Conservation Block Grants ("EECBG"). The RLF's Program Plan is incorporated into this MOU by reference (Appendix A).

TERMS & RESPONSIBILITIES

In order to ensure high levels of consumer protection and quality service for Property-Owners utilizing the RLF and to ensure compliance with EECBG-related reporting, procurement, and labor requirements (Appendix B), all Projects financed through the RLF must be completed by an Eligible Contractor. The following are the terms and responsibilities of an Eligible Contractor:

- *Federal Reporting* – All Eligible Contractors must be registered in the federal Central Contractor Registration (CCR) and possess a Dun & Bradstreet DUNS #. Both processes are free and take 3-5 days to complete. All Eligible Contractors must not be included in the federal Excluded Parties List System.

  https://www.bpn.gov/ccr/default.aspx

  http://www.dnb.com/us/

  https://www.epls.gov/

- *Labor* – If performing retrofits on a property owned by a business (i.e. not an individual), all Eligible Contractors (and any of their subcontractors) must comply with federal (Davis-Bacon Act) and state prevailing wage regulations. As such, all Eligible Contractors must submit weekly certified payroll reports to the City of Chula Vista while the Project is occurring (see Appendix B - EECBG Special Terms & Conditions for more details).

- *Liability & Insurance* – All Eligible Contractors must possess and provide proof of the following insurance requirements:
  1. General Liability Insurance ($1 million)
  2. Additional Insured Endorsement designating "City of Chula Vista, its elected officials, employees, and volunteers"

- *Licensing* – All Eligible Contractors must possess and provide proof of the following licensing requirements:
  1. State Contractor's license

2. City of Chula Vista business license

- *Payment* – After the Property-Owner has signed off on the "Request for Payment" and the Program has verified installation, the City of Chula Vista will pay the pre-approved net-costs directly to the Property-Owner within 30 days. The Property-Owner can also elect for the City to pay the Contractor directly once the installations are verified.

- *Permits* – All Eligible Contractors agree to obtain the necessary local and state permits required to install the Project's energy efficiency and renewable energy measures.

- *Pricing* – All Eligible Contractors will provide net-cost pricing to Property-Owners, defined as the total project cost minus applicable local, state, and federal rebates and incentives. To assist Property-Owners in comparing prices, all Eligible Contractors must include the following information in their bid sheets <u>for each proposed energy improvement</u>: "Equipment Cost," "Labor Cost," "Rebate Amounts," "Net Cost," and "Warranty Duration." Eligible Contractors are encouraged to use the Standard Bid Form (Appendix C) when submitting price quotes to participating Property-Owners.

- *Program Name & Logo Use* – Eligible Contractors must agree to and comply with the Program Name & Logo Use Guide (Appendix D) whenever they are using the *Home Upgrade, Carbon Downgrade* program name or logo. All marketing material with the *Home Upgrade, Carbon Downgrade* program name or logo must be approved by the City of Chula Vista before being released to the public.

- *Rebates & Incentives* – All Eligible Contractors, on behalf of the Property-Owners, will complete the required paperwork for applicable local, state, and federal rebates and incentives and recoup their upfront costs upon receipt of the rebates or incentives. Property-Owners will be responsible for collecting applicable tax credits.

- *Specialty Trainings & Certifications* – All Eligible Contractors must meet the contractor training, licensing, and/or certification requirements of the statewide Energy Upgrade California and California Solar Initiative rebate programs, if applicable. In addition, all contractors shall abide by the attached Electrical Safety and Training Specifications (Appendix E).

- *Waiver & Indemnity* – The Eligible Contractor waives and releases the City of Chula Vista, and its program partners which include (but are not limited to) San Diego Gas & Electric, from any and all claims and causes of action arising out of the retrofit project. The Eligible Contractor shall also defend, indemnify, protect, and hold harmless the City, its elected and appointed officers and employees, from and against all claims for damages, liability, cost, and expense arising out of or alleged by third parties to be the result of the negligent acts, errors or omissions or the willful misconduct of the Contractor arising out of the retrofit measures.

- *Warranties* – All Eligible Contractors will warrant products per California law, industry/manufacturer standards, and rebate/incentive program requirements and will warrant installations for at least 3 years. All Eligible Contractors will provide copies of manufacturer warranties and associated documentation to the Property-Owner.

- *Waste Management* – All Eligible Contractors must properly dispose and recycle construction debris as outlined in the City of Chula Vista Municipal Code Section 8.25.095 and must comply with all other local, state, and federal regulations for proper waste disposal.

The *Home Upgrade, Carbon Downgrade* program reserves the right to remove the Contractor's Eligible Contractor status if the terms of this MOU are not being met. This MOU may be amended or modified at any time by agreement of the parties. The *Home Upgrade, Carbon Downgrade* program or the Contractor may terminate this MOU through a written notice.

ADDITIONAL PROGRAM CONTACT INFO

Conservation Section *Public Works Department* 619-409-3893 Phone 619-476-5310 Fax www.chulavistaca.gov/clean	Brendan Reed 619-409-5889 breed@ci.chula-vista.ca.us	Cory Downs 619-476-2442 cdowns@ci.chula-vista.ca.us

All formal correspondence between the parties of this MOU should be addressed to:

City of Chula Vista - *Home Upgrade, Carbon Downgrade* Program
Brendan Reed
276 Fourth Avenue
Chula Vista, CA 91910

Name of Owner/Principal _____
Name of Company _____
Address _____
City, State, Zip Code _____
Phone # _____
Email _____
Website _____

SIGNATURES

Through the signatures below, both parties voluntarily agree to the strategies and terms listed in this Memorandum of Understanding:

Date _____	Date _____
X_____	X_____
Name:	Brendan Reed
Title:	Environmental Resource Manager
Company:	City of Chula Vista

APPENDIX A

COMMUNITY REVOLVING LOAN FUND
Program Plan

PROGRAM GOAL

The *Home Upgrade, Carbon Downgrade* (HU/CD) Community Revolving Loan Fund's goal is to provide low interest financing for property-owners to implement energy efficiency retrofits and/or to install renewable energy systems at their homes or businesses in Chula Vista to help reduce utility costs, while leveraging existing federal and state rebate opportunities and contributing to the City's environmental goals. Retrofit projects, which save at least 10 million BTU (equivalent to approximately 3,000 kWh or 100 therms) per $1,000 spent and have a payback period of 5 years or less, will be prioritized. The program is funded by the American Recovery & Reinvestment Act under the auspices of the Department of Energy.

FINANCING STRUCTURE

The City will use up to $390,000 of its Energy Efficiency & Conservation Block Grants to provide the initial capitalization for the revolving loan. Loan interest will be initially set between 0% - 3% (simple annual rate) with loan amounts ranging from $2,500 - $25,000. The City of Chula Vista reserves the right to change loan interest rates. Additional processing fees of $180 for loan set-up and $9.50/month for loan processing will also be applied to each loan. Loan recipients will be required to sign a Promissory Note and a lien (Deed of Trust) will be placed on the property which must be in second position or higher. The loan's amortization schedule will be structured by the City so that monthly repayments are approximately equivalent to the retrofit project's estimated utility cost savings. However, the maximum loan term will be capped at 10 years.

PARTICIPANT ELIGIBILITY

In order for a property-owner to be approved for a loan, all of the following conditions must be met:

1. The property is located within the City of Chula Vista
2. Property-owner is current on mortgage(s) and property taxes
3. Property-owner is not in bankruptcy and the property is not an asset in bankruptcy
4. Requested loan amount does not exceed 10% of the property value
5. Lien to value ratio (including the requested loan amount) does not exceed 100%

6. Improvements are for existing buildings and result in long-term reductions in energy use (see Eligible Improvements List)

7. Contractor(s) selected to perform the property improvement are on the City's *Home Upgrade, Carbon Downgrade* Eligible Contractor List and meet certain labor, quality assurance, and liability requirements

ELIGIBLE IMPROVEMENTS LIST

The following energy efficiency and renewable energy improvements are eligible for financing under the *Home Upgrade, Carbon Downgrade* (HU/CD) Community Revolving Loan Program:

ENERGY IMPROVEMENT	SPECIFICATIONS	REBATES AVAILABLE?	HISTORICAL REVIEW?
Attic Insulation	R-30 rating or greater	Yes	Exempt
Central Air Conditioning/Heat Pump	SEER 14 or greater	Yes	Exempt
Central Furnace (Natural Gas)	92% AFUE rating or greater	Yes	Exempt
Cool Roof	Flat Roof: 75% Reflectivity & Emissivity or greater Steep Roof: 40% Reflectivity & 75% Emissivity or greater	-------	Yes (if 45 years old)
Energy Upgrade CA - Whole Home Retrofits*	Basic Package or Advanced Package	Yes	Yes (if 45 years old)
Programmable Thermostat	ENERGY STAR-qualified model	-------	Exempt
Solar Hot Water*	SRCC OG-300 certified (single-family) SRCC OG-100 certified (multi-family & commercial)	Yes	Yes (if 45 years old)
Solar Photovoltaic (PV)**	System size can not exceed on-site energy demand	Yes	Yes (if 45 years old)
Tankless, On-Demand Water Heater	0.90 EF rating or greater	-------	Exempt
Wall Insulation	R-13 rating or greater	Yes	Exempt
Water Heater (Electric)	0.93 EF rating or greater ($\geq$30-gallon capacity)	Yes	Exempt
Water Heater (Natural Gas)	0.62 EF rating or greater ($\geq$30-gallon capacity)	Yes	Exempt
Whole House Fan	Must have existing central A/C system	Yes	Exempt
Windows	0.40 U value & Solar Heat Gain Coefficient (SHGC) or less	-------	Yes (if 45 years old)
Other Energy-Efficiency Measures	Reviewed on a case-by-case basis	-------	Yes (if 45 years old)

*Financing is not available for swimming pool-related energy improvements (such as solar heating or pool pumps)

**A minimum building energy efficiency level must be met before financing solar photovoltaic systems

ENERGY EFFICIENCY PREREQUISITES FOR SOLAR PV FINANCING

In order for property-owners to finance Solar PV systems using the Revolving Loan Fund, previous home energy efficiency improvements must have been completed or must be part of the proposed home improvement project. Specifically, property-owners will be required to demonstrate minimum energy efficiency performance either one of two ways:

1) Property-owners must participate in the statewide *Energy Upgrade California* Advanced Package (Performance Approach) program, which incorporates energy auditing and

testing, and must meet a minimum verified, energy efficiency improvement of 10% for the whole home.

OR

2) Property-owners must calculate their energy intensity by dividing their home's annual energy consumption (kWh) by the size of the home (sq ft) and their energy intensity must be at least 10% lower than the average home in Chula Vista.

Additionally, only 25% of total program funds loaned out to date can be used for financing Solar PV. To request current program funding levels, please contact Cory Downs at 619-476-2442 or cdowns@chulavistaca.gov.

APPLICATION DOCUMENTS

Applications are available for download at www.chulavistaca.gov/goto/HUCD. Copies of the following documents must be submitted with an application:

- Completed & signed application
- (3) contractor bid estimates which include all retrofit measures (recommended)
- Copy of Deed of Trust
- Copy of most recent Mortgage Statement AND Property Tax Bill
- Evidence of Property Insurance (must be compliant with all policy requirements)
- Copy of completed SDG&E Online Energy Efficiency Survey
- Completed & signed SDG&E Authorization to Release Customer Info form

APPLICATION PROCESS

STEP 1

APPLICATION

- Property owner receives (3) bids from eligible contractors (recommended)
- Property owner chooses a contractor & submits a loan application for desired energy-saving retrofits
- Property owner includes required documents with submitted loan application

STEP 2

REVIEW

- City staff reviews application & makes approvals based on energy savings thresholds & payback period (see p. 1)
- If approved, City staff sends a *Notice of Award* to Applicant who signs & notarizes Promissory Note & Deed of Trust
- Applicant sent a *Notice to Proceed* by City when loan documents have been finalized

STEP 3

RETROFITS

- Applicant works with contractor to complete retrofits
- Applicant signs off on *Request for Payment* once work is completed
- City staff schedules & completes a final inspection
- Payment by the City to Property Owner or Contractor

STEP 4

LOAN SERVICING

- Del Toro Loan Servicing, Inc. will provide monthly bills, annual statements, payoff demands, & require annual insurance from loan recipients

APPLICATION SUBMITTAL

Completed applications along with the necessary support documentation should be emailed to Conservation@chulavistaca.gov or mailed to:

Attn: HU/CD Community Revolving Loan Program
Conservation Division
276 Fourth Avenue
Chula Vista, CA 91910

RLF staff will contact the applicants to let them know if their application is approved, if further information is required, or if the program is not able to fund their improvements at this time. Once all loan funds have been appropriated, future applicants will be placed on a waiting list. Property-owners on the waiting list are also encouraged to investigate other burrowing opportunities through private financing institutions such as local credit unions and banks or through City-sponsored Property Assessed Clean Energy (PACE) financing. Property-owners whose applicant has not been approved by City staff are able to file an appeal to the Resource Conservation Commission for reconsideration of their loan application (an extra fee may apply).

ADDITIONAL LOAN TERMS & CONDITIONS

Property-owners must meet and agree to the following terms and conditions to be eligible to participate in the City-sponsored loan program:

- Loans are non-transferable, available until program funds are exhausted, and interest rates/processing fees are subject to change.
- Any utility, state, or federal efficiency rebates must be applied to the overall project costs and deducted from the requested financing amount.
- After a *Notice to Proceed* is issued by the City, the property-owner will have 90-days to complete the approved retrofit measures and submit the *Request for Payment*.
- Any construction debris must be properly disposed and recycled as outlined in the City of Chula Vista Municipal Code Section 8.25.095 and must comply with all other local, state, and federal regulations for proper waste disposal.
- It is the property-owner's responsibility to contract with the contractor and to assume responsibility for the work to be performed.
- In the event that the work is not performed to the satisfaction of the applicant, it is the property-owner's responsibility to resolve any dispute that may occur between the property-owner and the contractor.
- The *Home Upgrade, Carbon Downgrade* (HU/CD) Community Revolving Loan Program is not responsible for the contract that is entered into by both parties and the City of Chula Vista will not get involved in applicant and contractor disputes.
- The property-owner waives and releases the City of Chula Vista, and its program partners which include (but are not limited to) San Diego Gas & Electric, from any and all claims and causes of action arising out of the retrofit project.
- The property-owner shall defend, indemnify, protect, and hold harmless the City, its elected and appointed officers and employees, from and against all claims for damages, liability, cost, and expense arising out of or alleged by third parties to be the result of the negligent acts, errors or omissions or the willful misconduct of the property-owner.
- The property-owner grants the City of Chula Vista, or its representatives, the right to verify and inspect installed energy retrofit measures.

- The property-owner grants the City of Chula Vista, or its representatives, authorization to access their energy consumption data from San Diego Gas & Electric throughout the loan term.

PROGRAM CONTACTS

Conservation Section *Public Works Department* 619-409-3893 Phone 619-476-5310 Fax www.chulavistaca.gov/clean	Brendan Reed 619-409-5889 breed@chulavistaca.gov	Cory Downs 619-476-2442 cdowns@chulavistaca.gov

APPENDIX B

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

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

1. RESOLUTION OF CONFLICTING CONDITIONS

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

2. AWARD AGREEMENT TERMS AND CONDITIONS

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

a. Special terms and conditions.

b. Attachments:

Attachment No.	Title
1	Intellectual Property Provisions
2	Project Activity Worksheet(s) are attached. If the Worksheet is for the Strategy, the grant will be amended to include additional Worksheets as activities are approved.
3	Federal Assistance Reporting Checklist
4	Budget Pages are attached. For Strategy, the SF-424A is attached, if it was included in the application. The grant will be amended to include additional Budget Pages as activities are approved.
5	Davis-Bacon Act Wage Determination(s), if applicable. For Strategy awards, the Wage Determination will be included when activities are approved.
6	Special Requirements, if applicable
7	SHPO Letter, if applicable

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

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

e. Application/proposal as approved by DOE.

f. National Policy Assurances to Be Incorporated as Award Terms in effect on date of award at http://management.energy.gov/business_doe/1374.htm

3. AWARD PROJECT PERIOD AND BUDGET PERIODS

The Project and Budget Periods for this award are concurrent for a 36-month period as indicated in Item No. 7 of the Assistance Agreement Face Page.

4. STAGED DISBURSEMENT OF FUNDS

[ ] *IF MARKED, THIS TERM IS APPLICABLE*

The total funding allocation for this award is shown in Block 13 of the Assistance Agreement Cover Page. However, funds will be released according to a staged disbursement schedule. All funds must be expended within 36 months of the effective date of the award.

[ ] For Energy Efficiency Conservation Strategy (EECS) Only awards, funds in the amount of $ [ ] is released to the Recipient to begin work on the EECS. The approved activities are listed in Attachment 2, Project Activity Worksheets. The remaining funds will be released for disbursement upon DOE approval of the EECS and amendment of the award to include the authorized Project Activity Worksheets.

[ ] Funds in the amount of $ [ ] is released to the Recipient to begin work on the activities listed in Attachment 2, Project Activity Worksheets. The remaining funds will be released for disbursement upon DOE approval of additional activities and amendment of the award to include the authorized Project Activity Worksheets.

[ ] Funds in the amount of $ [ ] is released to the Recipient to begin work on administrative duties pending resolution of problematic issues such as eligibility, technical issues, NEPA, historic preservation, budgetary items, or similar issues. The remaining funds will be released upon successful resolution of these issues and amendment of the award.

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

[ ] *IF MARKED, THIS TERM DOES NOT APPLY – SEE ATTACHMENT 6*

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

b. Requesting Advances. Requests for advances must be made through the ASAP system. You may submit requests as frequently as required to meet your needs to disburse funds for the Federal share of project costs. If feasible, you should time each request so that you receive payment on the same day that you disburse funds for direct project costs and the proportionate share of any allowable indirect costs. If same-day transfers are not feasible, advance payments must be as close as is administratively feasible to actual disbursements.

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

d. Payments. All payments are made by electronic funds transfer to the bank account identified on the ASAP Bank Information Form that you filed with the U.S. Department of Treasury.

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

APPLICABLE ONLY TO INCREMENTALLY FUNDED AWARDS.

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.

7. COST SHARING FFRDC'S NOT INVOLVED

APPLICABLE ONLY IF COST SHARING IS INCLUDED IN THE AWARD.

a. Total Estimated Project Cost is the sum of the Government share and Recipient share of the estimated

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

Budget Period No.	Budget Period Start	Government Share $/%	Recipient Share $/%	Total Estimated Cost
1	09/21/09	$1,974,300/59%	$1,395,000/41%	$3,369,300
Total Project				$3,369,300

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.

8. REBUDGETING AND RECOVERY OF INDIRECT COSTS

THE APPLICABLE TERM IS MARKED BELOW.

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

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

b. Recipients are expected to manage their indirect costs and fringe benefits. DOE will not amend an award solely to provide additional funds for changes in indirect costs and fringe benefits. DOE recognizes that the inability to obtain full reimbursement for indirect costs and fringe benefits means the recipient must absorb the underrecovery. Such underrecovery may be allocated as part of the organization's required cost sharing.

[X] REBUDGETING AND RECOVERY OF INDIRECT COSTS – REIMBURSABLE INDIRECT COSTS

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

b. Recipients are expected to manage their indirect costs. DOE will not amend an award solely to provide additional funds for changes in indirect cost rates. DOE recognizes that the inability to obtain full reimbursement for indirect costs means the recipient must absorb the underrecovery. Such underrecovery may be allocated as part of the organization’s required cost sharing.

c. The budget for this award includes indirect costs, but does not include fringe benefits. Therefore, fringe benefit costs shall not be charged to nor shall reimbursement be requested for this project nor shall the fringe benefit costs for this project be allocated to any other federally sponsored project. In addition, fringe benefit costs shall not be counted as cost share unless approved by the Contracting

Officer.

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

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

9. CEILING ON ADMINISTRATIVE COSTS

a. Recipients may not use more than 10 percent of amounts provided under this program, or $75,000, whichever is greater (EISA Sec 545(b)(3)(A), for administrative expenses, excluding the costs of meeting the reporting requirements under Title V, Subtitle E of EISA. These costs should be captured and summarized for each activating under the Projected Costs Within Budget: Administration.

b. Recipients are expected to manage their administrative costs. DOE will not amend an award solely to provide additional funds for changes in administrative costs. The Recipient shall not be reimbursed on this project for any final administrative costs that are in excess of the designated 10 percent administrative cost ceiling. In addition, the Recipient shall neither count costs in excess of the administrative cost ceiling as cost share, nor allocate such costs to other federally sponsored projects, unless approved by the Contracting Officer.

10. LIMITATIONS ON USE OF FUNDS

a. Recipients may not use more than 20 percent or $250,000, whichever is greater (EISA Sec 545(b)(3)(B), for the establishment of revolving loan funds.

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

11. PRE-AWARD COSTS

APPLICABLE ONLY IF COMPLETED BELOW.

You are entitled to reimbursement for preaward costs for the period from [MonthDayYear] to [MonthDayYear] in accordance with your request dated [MonthDayYear] if such costs are allowable in accordance with the applicable Federal cost principles referenced in 10 CFR Part 600.

12. USE OF PROGRAM INCOME - ADDITION

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

13. 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.

14. SITE VISITS

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

15. 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

c. produced under the award will appear on the DOE Energy Citations Database (www.osti.gov/energycitations).

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

16. PUBLICATIONS

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

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

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

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

17. 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.

18. 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

19. 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.

20. 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.

21. 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.

22. 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: [*Activities that cannot be performed before the NEPA clearance or decision is completed*]. This restriction does not preclude you from: [*activities that can be performed before the NEPA clearance or decision is completed*].

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.

23. DECONTAMINATION AND/OR DECOMMISSIONING (D&D) COSTS

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

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

Preamble

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

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

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

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

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

Definitions

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

Non-Federal employer means any employer with respect to covered funds – the contractor, subcontractor, grantee, or recipient, as the case may be, if the contractor, subcontractor, grantee, or recipient is an employer; and any professional membership organization, certification of other professional body, any agent or licensee of the Federal government, or any person acting directly or indirectly in the interest of an employer receiving

covered funds; or with respect to covered funds received by a State or local government, the State or local government receiving the funds and any contractor or subcontractor receiving the funds and any contractor or subcontractor of the State or local government; and does not mean any department, agency, or other entity of the federal government.

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

Special Provisions

A. Flow Down Requirement

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

B. Segregation of Costs

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

Prohibition on Use of Funds

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

C. Access to Records

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

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

(2) to interview any officer or employee of the contractor, grantee, subgrantee, or agency regarding such transactions.

D. Publication

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

Notice of Restriction on Disclosure and Use of Data

The data contained in pages ---- of this application have been submitted in confidence and contain trade secrets or proprietary information, and such data shall be used or disclosed only for evaluation purposes,

provided that if this applicant receives an award as a result of or in connection with the submission of this application, DOE shall have the right to use or disclose the data here to the extent provided in the award. This restriction does not limit the Government's right to use or disclose data obtained without restriction from any source, including the applicant.

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

E. Protecting State and Local Government and Contractor Whistleblowers

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

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

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

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

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

Nonenforceablity 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. Request for Reimbursement

Reserved

G. False Claims Act

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

H. Information in supporting of Recovery Act Reporting

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

I. Availability of Funds

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

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

Applicable if award is to a State Government or an Agency

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

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

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

K. Certifications

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

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

a. This award requires the recipient to complete projects or activities which are funded under the American

Recovery and Reinvestment Act of 2009 (Recovery Act) and to report on use of Recovery Act funds provided through this award. Information from these reports will be made available to the public.

b. The reports are due no later than ten calendar days after each calendar quarter in which the recipient receives the assistance award funded in whole or in part by the Recovery Act.

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

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

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

THIS AWARD TERM IS APPLICABLE TO ANY RECOVERY ACT FUNDS FOR CONSTRUCTION, ALTERATION, MAINTENANCE, OR REPAIR OF A PUBLIC BUILDING OR PUBLIC WORK AND THE TOTAL PROJECT VALUE IS ESTIMATED LESS THAN $7,443,000. THIS AWARD TERM ALSO APPLIES TO ALL SUBGRANTS AND CONTRACTS.

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

(1) Manufactured good means a good brought to the construction site for incorporation into the building or work that has been—
(i) Processed into a specific form and shape; or
(ii) Combined with other raw material to create a material that has different properties than the properties of the individual raw materials.

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

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

b. Domestic preference.

(1) This award term and condition implements Section 1605 of the American Recovery and Reinvestment Act of 2009 (Recovery Act) (Pub. L. 111--5), by requiring that all iron, steel, and manufactured goods used in the project are produced in the United States except as provided in paragraph (b)(3) and (b)(4) of this section and condition.

(2) This requirement does not apply to the material listed by the Federal Government as follows:

None

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

(3) The award official may add other iron, steel, and/or manufactured goods to the list in paragraph (b)(2) of this section and condition if the Federal Government determines that--
   (i) The cost of the domestic iron, steel, and/or manufactured goods would be unreasonable. The cost of domestic iron, steel, or manufactured goods used in the project is unreasonable when the cumulative cost of such material will increase the cost of the overall project by more than 25 percent;
   (ii) The iron, steel, and/or manufactured good is not produced, or manufactured in the United States in sufficient and reasonably available quantities and of a satisfactory quality; or
   (iii) The application of the restriction of section 1605 of the Recovery Act would be inconsistent with the public interest.

c. Request for determination of inapplicability of Section 1605 of the Recovery Act .
(1)
   (i) Any recipient request to use foreign iron, steel, and/or manufactured goods in accordance with paragraph (b)(3) of this section shall include adequate information for Federal Government valuation of the request, including—
      (A) A description of the foreign and domestic iron, steel, and/or manufactured goods;
      (B) Unit of measure;
      (C) Quantity;
      (D) Cost;
      (E) Time of delivery or availability;
      (F) Location of the project;
      (G) Name and address of the proposed supplier; and
      (H) A detailed justification of the reason for use of foreign iron, steel, and/or manufactured goods cited in accordance with paragraph (b)(3) of this section.
   (ii) A request based on unreasonable cost shall include a reasonable survey of the market and a completed cost comparison table in the format in paragraph (d) of this section.
   (iii) The cost of iron, steel, and/or manufactured goods material shall include all delivery costs to the construction site and any applicable duty.
   (iv) Any recipient request for a determination submitted after Recovery Act funds have been obligated for a project for construction, alteration, maintenance, or repair shall explain why the recipient could not reasonably foresee the need for such determination and could not have requested the determination before the funds were obligated. If the recipient does not submit a satisfactory explanation, the award official need not make a determination.

(2) If the Federal Government determines after funds have been obligated for a project for construction, alteration, maintenance, or repair that an exception to section 1605 of the Recovery Act applies, the award official will amend the award to allow use of the foreign iron, steel, and/or relevant manufactured goods. When the basis for the exception is nonavailability or public interest, the amended award shall reflect adjustment of the award amount, redistribution of budgeted funds, and/or other actions taken to cover costs associated with acquiring or using the foreign iron, steel, and/or relevant manufactured goods. When the basis for the exception is the unreasonable cost of the domestic iron, steel, or manufactured goods, the award official shall adjust the award amount or redistribute budgeted funds by at least the differential established in 2 CFR 176.110(a).

(3) Unless the Federal Government determines that an exception to section 1605 of the Recovery Act applies, use of foreign iron, steel, and/or manufactured goods is noncompliant with section 1605 of the American Recovery and Reinvestment Act.

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

Foreign and Domestic Items Cost Comparison

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

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

Include other applicable supporting information.

*Include all delivery costs to the construction site.

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

THIS AWARD TERM IS APPLICABLE TO ANY RECOVERY ACT FUNDS FOR CONSTRUCTION, ALTERATION, MAINTENANCE, OR REPAIR OF A PUBLIC BUILDING OR PUBLIC WORK WITH A TOTAL PROJECT VALUE OVER $7,443,000 THAT INVOLVES IRON, STEEL, AND/OR MANUFACTURED GOODS MATERIALS COVERED UNDER INTERNATIONAL AGREEMENTS. THIS AWARD TERM ALSO APPLIES TO ALL SUBGRANTS AND CONTRACTS.

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

Designated country –

(1) A World Trade Organization Government Procurement Agreement country (Aruba, Austria, Belgium, Bulgaria, Canada, Cyprus, Czech Republic, Denmark, Estonia, Finland, France, Germany, Greece, Hong Kong, Hungary, Iceland, Ireland, Israel, Italy, Japan, Korea (Republic of), Latvia, Liechtenstein, Lithuania, Luxembourg, Malta, Netherlands, Norway, Poland, Portugal, Romania, Singapore, Slovak Republic, Slovenia, Spain, Sweden, Switzerland, and United Kingdom;

(2) A Free Trade Agreement (FTA) country (Australia, Bahrain, Canada, Chile, Costa Rica, Dominican Republic, El Salvador, Guatemala, Honduras, Israel, Mexico, Morocco, Nicaragua, Oman, Peru, or Singapore); or

(3) A United States-European Communities Exchange of Letters (May 15, 1995) country: Austria, Belgium, Bulgaria, Cyprus, Czech Republic, Denmark, Estonia, Finland, France, Germany, Greece, Hungary, Ireland, Italy, Latvia, Lithuania, Luxembourg, Malta, Netherlands, Poland, Portugal, Romania, Slovak Republic, Slovenia, Spain, Sweden, and United Kingdom.

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

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

(2) In the case of a manufactured good that consist in whole or in part of materials from another country,

has been substantially transformed in a designated country into a new and different manufactured good distinct from the materials from which it was transformed.

Domestic iron, steel, and/or manufactured good –

(1) Is wholly the growth, product, or manufacture of the United States; or

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

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

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

(1) Processed into a specific form and shape; or

(2) Combined with other raw material to create a material that has different properties than the properties of the individual raw materials.

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

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

b. Iron, steel, and manufactured goods.

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

(2) The recipient shall use only domestic or designated country iron, steel, and manufactured goods in performing the work funded in whole or part with this award, except as provided in paragraphs (b)(3) and (b)(4) of this section.

(3) The requirement in paragraph (b)(2) of this section does not apply to the iron, steel, and manufactured

goods listed by the Federal Government as follows:

None

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

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

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

(1) (i) Any recipient request to use foreign iron, steel, and/or manufactured goods in accordance with paragraph (b)(4) of this section shall include adequate information for Federal Government evaluation of the request, including--
   (A) A description of the foreign and domestic iron, steel, and/or manufactured goods;
   (B) Unit of measure;
   (C) Quantity;
   (D) Cost;
   (E) Time of delivery or availability;
   (F) Location of the project;
   (G) Name and address of the proposed supplier; and
   (H) A detailed justification of the reason for use of foreign iron, steel, and/or manufactured goods cited in accordance with paragraph (b)(4) of this section.
   (ii) A request based on unreasonable cost shall include a reasonable survey of the market and a completed cost comparison table in the format in paragraph (d) of this section.
   (iii) The cost of iron, steel, or manufactured goods shall include all delivery costs to the construction site and any applicable duty.
   (iv) Any recipient request for a determination submitted after Recovery Act funds have been obligated for a project for construction, alteration, maintenance, or repair shall explain why the recipient could not reasonably foresee the need for such determination and could not have requested the determination before the funds were obligated. If the recipient does not submit a satisfactory explanation, the award official need not make a determination.

(2) If the Federal Government determines after funds have been obligated for a project for construction, alteration, maintenance, or repair that an exception to section 1605 of the Recovery Act applies, the award official will amend the award to allow use of the foreign iron, steel, and/or relevant manufactured goods. When the basis for the exception is nonavailability or public interest, the amended award shall reflect adjustment of the award amount, redistribution of budgeted funds, and/or other appropriate actions taken to cover costs associated with acquiring or using the foreign iron, steel, and/or relevant manufactured goods.. When the basis for the exception is the unreasonable cost of the domestic iron, steel, or manufactured goods, the award official shall adjust the award amount or redistribute budgeted funds, as appropriate, by at least the differential established in 2 CFR 176.110(a).

(3) Unless the Federal Government determines that an exception to section 1605 of the Recovery Act applies, use of foreign iron, steel, and/or manufactured goods other than designated country iron, steel, and/or manufactured goods is noncompliant with the applicable Act.

d. Data. To permit evaluation of requests under paragraph (b) of this section based on unreasonable cost, the

applicant shall include the following information and any applicable supporting data based on the survey of suppliers:

Foreign and Domestic Items Cost Comparison

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

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

Include other applicable supporting information.

*Include all delivery costs to the construction site.

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

THIS AWARD TERM IS APPLICABLE TO RECOVERY ACT PROGRAMS OR ACTIVITIES THAT MAY INVOLVE CONSTRUCTION, ALTERATION, MAINTENANCE, OR REPAIR. THIS AWARD TERM ALSO APPLIES TO ALL SUBGRANTS AND CONTRACTS.

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

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

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

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

a. To maximize the transparency and accountability of funds authorized under the American Recovery and

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

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

c. Recipients agree to separately identify to each subrecipient, and document at the time of subaward and at the time of disbursement of funds, the Federal award number, CFDA number, and amount of Recovery Act funds. When a recipient awards Recovery Act funds for an existing program, the information furnished to subrecipients shall distinguish the subawards of incremental Recovery Act funds from regular subawards under the existing program.

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

30. DAVIS BACON ACT AND CONTRACT WORK HOURS AND SAFETY STANDARDS ACT (NOV 2009)

THIS AWARD TERM IS APPLICABLE TO ARRA AWARDS WHEN WAGE RATE REQUIREMENTS UNDER SECTION 1606 OF THE RECOVERY ACT TERM IS APPLICABLE. THIS AWARD TERM IS ALSO APPLICABLE TO SUBGRANTS AND CONTRACTS.

Definitions: For purposes of this clause, Clause 30, Davis Bacon Act and Contract Work Hours and Safety Standards Act, the following definitions are applicable:

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

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

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

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

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

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

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

(a) Davis Bacon Act

(1) Minimum wages.

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

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

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

(1) The work to be performed by the classification requested is not performed by a classification in the wage determination;

(2) The classification is utilized in the area by the construction industry; and

(3) The proposed wage rate, including any bona fide fringe benefits, bears a reasonable relationship to the wage rates contained in the wage determination.

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

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

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

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

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

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

(3) Payrolls and basic records.

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

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

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

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

(2) That each laborer or mechanic (including each helper, apprentice, and trainee) employed on the Contract during the payroll period has been paid the full weekly wages earned, without rebate, either directly or indirectly, and that no deductions have been made either directly or indirectly

from the full wages earned, other than permissible deductions as set forth in Regulations, 29 CFR part 3;

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

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

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

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

(4) Apprentices and trainees—

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

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

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

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

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

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

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

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

(10) Certification of eligibility.

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

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

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

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

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

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

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

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

31. HISTORIC PRESERVATION (Revised 3/17/10)

Prior to the expenditure of Project funds to alter any historic structure or site, the Recipient or subrecipient shall ensure that it is compliant with Section 106 of the National Historic Preservation Act (NHPA), consistent with DOE's 2009 letter of delegation of authority regarding the NHPA. Section 106 applies to historic properties that are listed in or eligible for listing in the National Register of Historic Places. If applicable, the Recipient or subrecipient must contact the State Historic Preservation Officer (SHPO), and the Tribal Historic Preservation Officer (THPO) to coordinate the Section 106 review outlined in 36 CFR Part 800. In the event that a State, State SHPO and DOE enter into a Programmatic Agreement, the terms of that Programmatic Agreement shall apply to all recipient and subrecipient activities within that State. SHPO contact information is available at the following link: http://www.ncshpo.org/find/index.htm.

THPO contact information is available at the following link: http://www.nathpo.org/map.html . Section 110(k) of the NHPA applies to DOE funded activities.

The Recipient or subrecipient certifies that it will retain sufficient documentation to demonstrate that the Recipient or subrecipient has received required approval(s) from the SHPO or THPO for the Project. Recipients or subrecipients shall avoid taking any action that results in an adverse effect to historic properties pending compliance with Section 106. The Recipient or subrecipient shall deem compliance with Section 106 of the NHPA complete only after it has received this documentation. The Recipient or sub-recipient shall upon receipt forward a digital copy of all documentation to DOE relating to NHPA compliance. Recipient will be required to report annually on September 1 the disposition of all historic preservation consultations by category.

ATTACHMENT 1 – INTELLECTUAL PROPERTY PROVISIONS

Intellectual Property Provisions (NRD-1003)
Nonresearch and Development

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

600.136 Intangible property.

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

(c) DOE has the right to:

(1) Obtain, reproduce, publish or otherwise use the data first produced under an award; and

(2) Authorize others to receive, reproduce, publish, or otherwise use such data for Federal purposes.

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

Department of Energy

Oak Ridge Office
P.O. Box 2001
Oak Ridge, Tennessee 37831

March 17, 2010

Dear American Recovery and Reinvestment Act Recipient:

In your Energy Efficiency and Conservation Block Grant (EECBG) award, the current Special Terms and Conditions contain the provision entitled "Historic Preservation." The Department of Energy (DOE) is clarifying through this letter and an updated provision how it intends for Recipients to comply with the Historic Preservation requirement. The Historic Preservation provision does not prevent recipients from beginning individualized consultation with their State Historic Preservation Officer (SHPO) at any time or using existing state interagency historic preservation protocols to the extent possible. The Recipient may continue to achieve compliance with the Historic Preservation provision by adhering to their current agreement with their respective SHPO.

Recipients should also take advantage of the Prototype Programmatic Agreement (PA) recently approved and released by the Advisory Council on Historic Preservation (ACHP) for DOE's EECBG, State Energy Program and Weatherization Assistance Program activities. DOE has been working with Recipients and State Historic Preservation Offices to put in place PAs based upon the Prototype that will cover each State and Territory. The prototype PA also recognizes the sovereignty of Tribal governments, while allowing them the option to participate in this comprehensive approach. Upon execution of a PA by DOE, state-level Recipient(s), and the SHPO, DOE will request all recipients and subrecipients to comply with the terms of the PA executed for their state or territory. Project Recipients who are not States or Territories do not have to execute the PA. Your Project Officer will provide you with a copy of the executed PA for your State upon execution. The PA will apply to these recipients as a contractual condition under the Historic Preservation provision.

The PA will exempt many activities from consultation with the SHPO. If an activity is not exempt from consultation, the PA describes the protocol agreed to in that State for carrying out consultation in compliance with Section 106. If a PA has not been executed in a particular State or Territory, recipients may consult with the SHPO using existing consultation protocols provided by the SHPO. Recipients may locate the website for their cognizant SHPO at: http://www.ncshpo.org/find/index.htm.

Recipients are not required to obtain DOE approval of their consultation documentation. However, recipients are required to keep such documentation on file, and are expected to provide digital copies of all relevant Historic Preservation documentation to their respective Project Officer. DOE will require recipients to report on how they complied with the Historic Preservation clause for all activities. This report will be made on a cumulative basis annually on

September 1, broken out by category. A report format will be forthcoming, along with a modification to the Federal Assistance Reporting Checklist. As an illustration, if a Recipient conducted 300 activities that were the subject of a specific exemption listed in the PA, 200 activities that were the subject of another specific exemption, and the Recipient conducted 15 consultations with the SHPO for activities that were not exempt, the Recipient need only report out the number of activities that fell within a specific exemption or consultation.

All recipients may avail themselves of assistance from DOE in carrying out Section 106 consultation requirements by sending an email to: historicpreservation@go.doe.gov.

The updated Historic Preservation provision is provided below:

HISTORIC PRESERVATION

Prior to the expenditure of Project funds to alter any historic structure or site, the Recipient or subrecipient shall ensure that it is compliant with Section 106 of the National Historic Preservation Act (NHPA), consistent with DOE's 2009 letter of delegation of authority regarding the NHPA. Section 106 applies to historic properties that are listed in or eligible for listing in the National Register of Historic Places. If applicable, the Recipient or subrecipient must contact the State Historic Preservation Officer (SHPO), and the Tribal Historic Preservation Officer (THPO) to coordinate the Section 106 review outlined in 36 CFR Part 800. In the event that a State, State SHPO and DOE enter into a Programmatic Agreement, the terms of that Programmatic Agreement shall apply to all recipient and subrecipient activities within that State. SHPO contact information is available at the following link: http://www.ncshpo.org/find/index.htm. THPO contact information is available at the following link: http://www.nathpo.org/map.html. Section 110(k) of the NHPA applies to DOE funded activities.

The Recipient or subrecipient certifies that it will retain sufficient documentation to demonstrate that the Recipient or subrecipient has received required approval(s) from the SHPO or THPO for the Project. Recipients or subrecipients shall avoid taking any action that results in an adverse effect to historic properties pending compliance with Section 106. The Recipient or subrecipient shall deem compliance with Section 106 of the NHPA complete only after it has received this documentation. The Recipient or sub-recipient shall upon receipt forward a digital copy of all documentation to DOE relating to NHPA compliance. Recipient will be required to report annually on September 1 the disposition of all historic preservation consultations by category.

For questions or concerns regarding your award, please contact your cognizant DOE Project Officer.

Sincerely,

Beverly J. Harness

Beverly J. Harness
Contracting Officer

FIRST AMENDED PROGRAMMATIC AGREEMENT AMONG THE CALIFORNIA ENERGY COMMISSION, THE DEPARTMENT OF COMMUNITY SERVICES AND DEVELOPMENT, THE UNITED STATES DEPARTMENT OF ENERGY, AND THE CALIFORNIA STATE HISTORIC PRESERVATION OFFICER REGARDING SECTION 106 COMPLIANCE FOR DEPARTMENTOF ENERGY AMERICAN RECOVERY AND REINVESTMENT ACT PROGRAMS

WHEREAS, the United States Department of Energy (DOE) administers the *Energy Efficiency and Conservation Block Grant Program* under the Energy Independence and Securities Act of 2007 (EECBG), administers the *State Energy Program* under the Energy Policy and Conservation Act of 1975 and the State Energy Efficiency Programs Improvement Act of 1990 (SEP), and administers the Weatherization Assistance Program (WAP) for low-income persons under Title IV of the Energy Conservation and Production Act, the Energy Policy Act of 2005, and the Energy Independence and Security Act of 2007, and provides financial assistance for the EECBG, SEP, and WAP under the American Recovery and Reinvestment Act of 2009 (ARRA); collectively referred to as the "DOE ARRA" programs; and

WHEREAS, the unprecedented levels of funding available to the DOE ARRA programs has created a large volume of projects requiring expedited historic preservation reviews to ensure the timely obligation of funds, that create new jobs, and improve local and state economies; and

WHEREAS, the California State Office of Historic Preservation (OHP) is experiencing unprecedented numbers of requests for historic preservation review of undertakings funded by all Federal Agencies, including undertakings funded by the DOE ARRA programs; and

WHEREAS, the California State Energy Resources Conservation and Development Commission (Energy Commission) and the California Department of Community Services and Development (CSD) are receiving financial assistance from DOE to carry out the DOE ARRA programs; and

WHEREAS, the projects funded by the DOE ARRA programs are undertakings subject to review under Section 106 of the National Historic Preservation Act, 16 USC 470f (NHPA) and its implementing regulations at 36 CFR Part 800 and include energy efficiency retrofits, renewables, and weatherization (undertakings); and

WHEREAS, the DOE's August 28, 2009 *Memorandum from Office of Energy Efficiency and Renewable Energy Regarding Delegation of Authority for Section 106 Review of Undertakings, Assisted by the U.S. Department of Energy, Office of Energy Efficiency and Renewable Energy* authorizes recipients of DOE ARRA program awards to initiate consultation with the California State Historic

Preservation Officer (SHPO) pursuant to Section 106 of the National Historic Preservation Act of 1966 (16 USC 470f), as amended, and implementing regulations in 36 CFR Part 800, and to carry out steps with the SHPO in that regulatory process; and

WHEREAS, the Energy Commission, CSD, and the DOE have determined that the administration of the DOE ARRA programs may have the potential to adversely affect properties included in or eligible for inclusion in the National Register of Historic Places (National Register), historic properties, and has consulted with the SHPO pursuant to 36 CFR § 800.14(b)(3) and DOE's aforementioned August 28, 2009 *Memorandum Regarding Delegation of Authority for Section 106 Review*; and

WHEREAS, the Energy Commission's consultation with the SHPO resulted in an interim agreement between the Energy Commission and the SHPO, dated December 29, 2009, that established an expedited review process for exempt undertakings not subject to the SHPO's direct review, and a subsequent programmatic agreement between the Energy Commission and SHPO, dated February 19, 2010, that clarified and more formally memorialized the review process for exempt undertakings not subject to the SHPO's direct review; and

WHEREAS, Section XI of the February 18, 2010, programmatic agreement between the Energy Commission and the SHPO contemplates amendments to the agreement from time to time to better clarify and identify exempt undertakings not subject to the SHPO's review; and

WHEREAS, the Energy Commission, CSD, the DOE, and the SHPO now desire to amend the February 18, 2010 programmatic agreement to add CSD and the DOE as parties and to further clarify the review process, identify additional exempt undertakings not subject to the SHPO review, and to conform the programmatic agreement to subsequent guidance by the DOE; and

WHEREAS, the Energy Commission, CSD, the DOE, and SHPO agree to amend the February 18, 2010 programmatic agreement.

NOW THEREFORE, the Energy Commission, CSD, the DOE, and SHPO agree that the DOE ARRA programs will be administered in accordance with the following stipulations in order to take into account the effects of the undertakings proposed under these programs on historic properties, and further agree that these stipulations shall govern the administration of these programs until this Agreement is amended, expires, or is terminated.

STIPULATIONS

The Energy Commission, CSD, and the DOE shall ensure that the following measures are carried out:

I. APPLICABILITY OF AGREEMENT

A. The review process established by this Agreement will be completed prior to any property owner altering any property eligible for assistance under the subject DOE ARRA programs. The review process may take place after the Energy Commission, CSD, or the DOE have awarded DOE ARRA program funds for a particular program, project or undertaking, but must occur prior to the commencement of any work on the particular program, project or undertaking. Any program, project, or undertaking will be reviewed in accordance with the procedures outlined in 36 CFR Part 800.

B. Attachment A establishes categories of individual undertakings under the DOE ARRA programs that are exempt from SHPO review. These individual undertakings are not expected to be on Tribal lands and are primarily smaller scale activities and routine projects, without the potential for adversely affecting historic properties, rather than complex undertakings with a greater potential to adversely affect historic properties. The Energy Commission, CSD and the DOE shall perform the following review to determine whether a particular undertaking qualifies for a review exemption under Attachment A.

1. Energy Commission Review.

The Energy Commission shall review documentation from applicants for DOE ARRA program funds to verify that individual undertakings qualify for review exemption under Attachment A, report such exemptions to the SHPO in accordance with stipulation VIII below, and retain that documentation for three (3) years. The applicant's documentation may include a certification by the applicant, a sub-grantee of the applicant, or the contractor conducting the project that the individual undertaking qualifies for a review exemption. It is understood by the SHPO that the Energy Commission review pursuant to this Agreement shall be performed by Energy Commission staff in the Cultural Resources Unit of the Environmental Protection Office of the Energy Commission's Siting, Transmission, and Environmental Protection Division, or by equivalent Energy Commission staff of similar qualifications, expertise, and experience in the Section 106 consultation process and that meet the Secretary of the Interior's Professional Qualifications Standards (36 CFR Part 61).

2. CSD Review.

The CSD shall review documentation from applicants for DOE ARRA program funds to verify that individual undertakings qualify for review exemption under Attachment A, report such exemptions to the SHPO in

accordance with stipulation VIII below, and retain that documentation for three (3) years. The applicant's documentation may include a certification by the applicant, a sub-grantee of the applicant, or the contractor conducting the project that the individual undertaking qualifies for a review exemption. It is understood by the SHPO that the CSD review pursuant to this Agreement shall be performed by CSD staff or consultant(s) having expertise in the Section 106 consultation process, and meeting the Secretary of the Interior's Professional Qualifications Standards (36 CFR Part 61), subject to SHPO approval.

3. DOE Review.

For other California recipients of DOE ARRA program funds (recipients other than the Energy Commission and CSD), recipients shall make documentation available to DOE to verify a recipient's individual undertakings qualify for review exemption under Attachment A. The recipient's documentation may include a certification by the recipient, a sub-grantee of the recipient, or the contractor conducting the project that the individual undertaking qualifies for a review exemption. DOE will provide the SHPO with an annual report in accordance with stipulation VIII below, and retain that documentation for three (3) years.

C. Program-based undertakings that implement any of the individual undertakings identified in Attachment A are exempt from SHPO review. These program-based undertakings include retrofit projects in which the applicant does not know, at the commencement of the project, which buildings or structures will be retrofitted or which specific retrofit measures will be installed on such buildings or structures. The Energy Commission, CSD and the DOE shall perform the following review to determine whether a particular undertaking qualifies for a review exemption under Attachment A.

1. Energy Commission Review.

The Energy Commission shall review documentation from applicants that are awarded DOE ARRA program funds to verify that an individual undertaking under a program-based undertaking qualifies for a review exemption in accordance with Paragraph B. The applicant's documentation may include a certification by the applicant, a sub-grantee of the applicant, or the contractor conducting the retrofit project that the individual undertaking qualifies for a review exemption. The Energy Commission's review may take place after the applicant has been awarded DOE ARRA program funds, but must occur prior to the applicant's commencement of work on any undertakings. The applicant's award agreement from the Energy Commission shall be conditioned to preclude the applicant from commencing work on any proposed individual

undertaking until the Energy Commission has completed its review of the undertaking in accordance with Paragraph B.

2. CSD Review.

The CSD shall review documentation from applicants that are awarded DOE ARRA program funds to verify that an individual undertaking under a program-based undertaking qualifies for a review exemption in accordance with Paragraph B. The applicant's documentation may include a certification by the applicant, a sub-grantee of the applicant, or the contractor conducting the retrofit project that the individual undertaking qualifies for a review exemption. The CSD's review may take place after the applicant has been awarded DOE ARRA program funds, but must occur prior to the applicant's commencement of work on any undertakings. The applicant's award agreement from the CSD shall be conditioned to preclude the applicant from commencing work on any proposed individual undertaking until CSD has completed its review of the undertaking in accordance with Paragraph B.

3. DOE Review.

For other California recipients of DOE ARRA program funds (recipients other than the Energy Commission and CSD), recipients shall make documentation available to DOE to verify a recipient's individual undertakings qualify for review exemption under Attachment A. The recipient's documentation may include a certification by the recipient , a sub-grantee of the recipient , or the contractor conducting the retrofit project that the individual undertaking qualifies for a review exemption.

II. AREA OF POTENTIAL EFFECTS

For purposes of the Section 106 consultation of non-exempt undertakings, the Area of Potential Effects (APE) will be limited to the individual building when an undertaking is limited to the weatherization, rehabilitation, and/or improvement of the existing building. If construction of exterior additions or the expansion of an existing building is anticipated, the APE shall be expanded to include surrounding historic properties that may be visually impacted.

For DOE ARRA programs where undertaking implementation would include the construction or modification of ancillary facilities exterior to existing buildings or structures, the APE shall include the subject existing buildings and structures, the associated ancillary facilities, historic properties in the viewshed of the existing buildings and structures and the ancillary facilities, and any ground, the disturbance of which is requisite to the implementation of a proposed undertaking.

III. IDENTIFICATION OF HISTORIC PROPERTIES

When conducting their respective reviews of non-exempt undertakings, the Energy Commission, CSD and the DOE will initiate the Section 106 review process by studying all existing and pertinent information on all properties in an APE, including review of the National Register, local inventories, and records housed at the California Historical Resources Information System (CHRIS) regarding those properties which have been determined to be historic properties, either individually, as part of a historic district, or as part of a multiple property nomination. If an APE expands beyond an individual building and other properties in that APE have not been surveyed, the Energy Commission, CSD and the DOE will cause the applicant for DOE ARRA program funds to conduct an inventory effort consistent with 36 CFR § 800.4(b)(1). When considering the results of any such inventory effort,

A. a property listed in the National Register is an historic property and subject to an assessment of the potential effects of an undertaking on it,

B. if the agency official determines any of the National Register Criteria are met and the SHPO agrees, the property shall be considered eligible for the National Register for Section 106 purposes. If the agency official and the SHPO do not agree, or if the Council or the Secretary so request, the agency official shall obtain a determination of eligibility from the Secretary pursuant to 36 CFR Part 63.

C. a property determined, pursuant to 36 CFR § 800.4(c)(2), to be ineligible for inclusion in the National Register in the last five (f) years is not historic and the property will not be subject to further review.

IV. ASSESSMENT OF EFFECTS

A. When conducting their respective reviews, the Energy Commission, CSD and the DOE will assess, pursuant to 36 CFR §§ 800.4(d)(1) and 800.5(a) and (b), the potential effects of each nonexempt undertaking on historic properties, and will review the scope of work for each such undertaking to determine whether the undertaking would conform to the recommended approaches contained in the Secretary of the Interior's Standards for the Treatment of Historic Properties (Standards).

1. If the Energy Commission, CSD, or the DOE find, pursuant to 36 CFR § 800.4(d)(1), that an undertaking would affect no historic properties, either because there are no historic properties present, or no historic properties will be impacted physically or visually, the Energy

Commission, CSD or the DOE will notify the applicant for that undertaking of that finding, and, upon receipt of the notification, the applicant will be able to proceed with the implementation of the subject undertaking, as submitted, without further review.

2. If the Energy Commission, CSD, or the DOE find, pursuant to 36 CFR § 800.5(b), that an undertaking would not adversely affect historic properties, because it will have only a minor impact and conforms to the Standards, the Energy Commission, CSD or the DOE will notify the applicant for that undertaking of that finding, and, upon receipt of the notification, the applicant will be able to proceed with the implementation of the subject undertaking, as submitted, without further review.

3. If the Energy Commission, CSD or the DOE is unable, pursuant to 36 CFR §§ 800.5(a) and (b), to find that an undertaking would not adversely affect historic properties, the Energy Commission, CSD or the DOE may recommend to the applicant for an undertaking modifications on the scope of work or conditions under which the project would be found to conform to the Standards, the Energy Commission, CSD or the DOE will subsequently forward all documentation on the subject undertaking to the SHPO for further review.

4. If the Energy Commission, CSD or the DOE believe, in accordance with 36 CFR § 800.5(d)(2), that an undertaking would adversely affect historic properties, because it will have a major impact to such properties and does not conform to the Standards, the Energy Commission, CSD and the DOE will subsequently forward all documentation on the subject undertaking to the SHPO for further review and consultation for purposes of addressing adverse effects.

V. ENERGY COMMISSION, CSD AND DOE RESPONSIBILITIES

A. Energy Commission Responsibilities.

1. The Energy Commission will require sub-grantees of DOE ARRA program funds to retain access to pre- and post-documentation of completed DOE ARRA program-funded work, including the work write-ups and photographs as part of its permanent project records.

2. The Energy Commission will monitor every program for compliance with this Agreement according to established guidelines.

3. The energy Commission will notify SHPO of any changes to an approved scope of work, other than exempted activities, and will

provide SHPO with the opportunity to review and approve such changes.

B. CSD Responsibilities.

1. The CSD will require sub-grantees of DOE ARRA program funds to retain access to pre- and post-documentation of completed DOE ARRA program-funded work, including the work write-ups and photographs as part of its permanent project records.

3. The CSD will monitor every program for compliance with this Agreement according to established guidelines.

4. The CSD will notify SHPO of any changes to an approved scope of work, other than exempted activities, and will provide SHPO with the opportunity to review and approve such changes.

C. DOE Responsibilities.

1. The DOE will require grantees of DOE ARRA program funds to retain access to pre- and post-documentation of completed DOE ARRA program-funded work, including the work write-ups and photographs as part of its permanent project records.

2. The DOE will monitor every program for compliance with this Agreement according to established guidelines.

3. The DOE or its recipients will notify SHPO of any changes to an approved scope of work, other than exempted activities, and will provide SHPO with the opportunity to review and approve such changes.

VI. SHPO RESPONSIBILITIES

A. SHPO is permitted thirty (30) calendar days after the receipt of any submitted documentation to review and comment on such material. If the SHPO fails to respond within 30 days of receipt of request for review of a finding or determination, the agency official may either proceed to the next step in the process based on the finding or determination or consult with the Council in lieu of the SHPO in accordance with 36 CFR § 800.3(c)(4).

VII. DISCOVERIES AND UNFORESEEN EFFECTS

If, during the implementation of the DOE ARRA programs, a previous unidentified property that may be eligible for inclusion in the National Register is encountered, or is affected in an unanticipated manner, the

Energy Commission, CSD, or the DOE will consult with the SHPO pursuant to 36 CFR § 800.13(b).

VIII. REPORTING

A. Energy Commission and CSD Reporting.

In order to satisfy their respective responsibilities under this Agreement, the Energy Commission and CSD will forward to the SHPO, by the tenth calendar day following the last day of each calendar quarter, a report of all review exemptions verified and all reviews completed for undertakings covered by the terms of this Agreement. The exemptions and reviewed undertakings should be listed by the property address including city and/or county, and should include the original construction date of the property and the type of project.

B. DOE Reporting.

In order to satisfy their respective responsibilities under this Agreement, the DOE will forward to the SHPO within 30 calendar days following the last day of the calendar year, a report of all review exemptions verified and all reviews completed for undertakings covered by the terms of this Agreement. The exemptions and reviewed undertakings should be listed by the property address including city and/or county, and should include the original construction date of the property and the type of project.

IX. MONITORING

SHPO may monitor any activities carried out pursuant to this Agreement. The Energy Commission, CSD and the DOE will cooperate with SHPO in carrying out these monitoring and review responsibilities.

X. DISPUTE RESOLUTION

If the Energy Commission, CSD or the DOE are unable to resolve any disagreement with SHPO arising under the provisions of this Agreement, the Energy Commission, CSD or the SHPO will, unless the dispute relates to the National Register eligibility of any property, forward full documentation regarding the project, the basis for the dispute, and initiate consultation with the Advisory Council on Historic Preservation (Council) in accordance with 36 CFR § 800.2(b)(2).

XI. AMENDMENTS

Any signatory to this Agreement may request that it be amended, whereupon the parties will consult with each other. No amendment to this

Agreement will be come effective without the written concurrence of all signatories.

It is contemplated by the parties that Attachment A of the Agreement may be revised from time to time to better clarify and identify exempt undertakings not subject to the SHPO's direct review and consultation. The parties agree that Attachment A may be revised without having to formally amend the Agreement. All such revisions to Attachment A shall be approved in writing by the parties and shall take effect upon approval.

XII. TERMINATION

A. Any party to this Agreement may terminate the Agreement by providing thirty (30) days notice to the other signatory, provided that the signatories consult during the period prior to the termination to seek agreement on amendments or other actions that would avoid termination.

B. In the event of termination, the Energy Commission, CSD and the DOE will ensure compliance with 36 CFR §§ 800.4-6 with respect to individual undertakings covered by this Agreement that are subject to their respective reviews.

XIII. FAILURE TO COMPLY WITH TERMS OF AGREEMENT

In the event that the terms of this Agreement cannot be carried out by the Energy Commission, CSD or the DOE, no action will be taken or sanction of any action or any irreversible commitment by the Energy Commission, CSD or the DOE that would result in an adverse effect to historic properties or would foreclose the Council's consideration of modifications or alternatives to any DOE ARRA program undertaking.

XIV. LIABILITY LIMITATIONS

A. Energy Commission and CSD Limitations.

In the event that the terms of this Agreement are not carried out by sub-grantees of the DOE ARRA program funds as indicated in work plans submitted to the Energy Commission or CSD, the sub-grantee will assume all responsibility for any undertaking as indicated in its respective agreement with the Energy Commission or CSD.

B. DOE Limitations.

In the event that the terms of this Agreement are not carried out by grantees of the DOE ARRA program funds as indicated in work plans

submitted to the DOE, the grantee will assume all responsibility for any undertaking as indicated in its agreement with the DOE.

XV. DURATION OF THE AGREEMENT

A. Unless terminated pursuant to stipulation XII, or an amended Agreement supersedes it, this Agreement will be in effect following execution by the signatory parties until the Energy Commission, CSD or the DOE, in consultation with the other signatories, determines that all of their respective stipulations have been satisfactorily fulfilled as concurred by the SHPO. This Agreement will terminate as to the Energy Commission, CSD or the DOE , and have no further force or effect with respect to this party, on the day that the party notifies the other signatory in writing of the party's determination that all stipulations of this Agreement have been satisfactorily fulfilled.

B. The terms of this Agreement shall be satisfactorily fulfilled within five years following the date of execution by the signatory parties. If the Energy Commission, CSD or the DOE determine that this requirement cannot be met, the signatories to the Agreement will consult to reconsider its terms. Reconsideration may include continuation of the Agreement as originally executed, amendment of the Agreement, or termination. In the event of termination, the parties will comply with subpart B of stipulation XII if the parties determine that the administration of the DOE ARRA programs will proceed notwithstanding termination of the Agreement.

C. If the administration of DOE ARRA programs is not complete five years following execution of this Agreement by the signatory parties, this Agreement shall automatically terminate and have no further force or effect. In such event, the Energy Commission, CSD and the DOE shall notify the SHPO in writing and, if it chooses to continue with the administration of DOE ARRA programs, shall reinitiate the review of such programs in accordance with 36 CFR Part 800.

XVI. EFFECTIVE DATE

Amendment 1 of this Agreement will take effect on the date that it has been executed by the SHPO, the Energy Commission, CSD, and the DOE.

EXECUTION AND IMPLEMENTATION OF Amendment 1 of this Agreement, pursuant to 36 CFR § 800.14(b)(3), including its transmittal by the DOE to the Council in accordance with 36 CFR § 800.6 (b)(1)(iv), shall evidence that the DOE, the Energy Commission and the CSD, have taken into account the effects of the administration of DOE ARRA programs on historic properties in order to avoid, minimize, or mitigate any adverse effects on such properties and thereby

comply with Section 106 of the NHPA, and shall further evidence that the DOE has afforded the Council an opportunity to comment on the administration of DOE ARRA programs and their effects on historic properties.

SIGNATORIES

California State Historic Preservation Officer

By: _____ Date: 19 MAY 2010
Milford Wayne Donaldson, FAIA
State Historic Preservation Officer

California Energy Commission

By: _____ Date: 5/19/2010
Melissa Jones
Executive Director

Department of Community Services and Development

By: _____ Date: 5-19-10
Cliff Allenby
Interim Director

United States Department of Energy
Office of Energy Efficiency and Renewable Energy

By: _____ Date: 5/24/10
Clair Broido Johnson
Acting Program Manager
Weatherization and Intergovernmental Program
Energy Efficiency and Renewable Energy

ATTACHMENT A

EXEMPT UNDERTAKINGS – UNDERTAKINGS NOT REQUIRING REVIEW BY SHPO

A. ***Properties Less than Forty Five Years Old.*** Undertakings affecting only properties less than forty five (45) years old at the time the work takes place; provided it has not been determined to be eligible under National Register Criterion Consideration G for exceptional significance (36 CFR 60.4).

B. ***Undertakings for Planning, Training and Educational Purposes***

1. Undertakings to fund regional workforce development programs focused on occupations in energy efficiency, water efficiency, renewable energy (distributed generation and utility-scale), and alternative and renewable transportation technologies.
2. Undertakings to support existing clean energy job training for new hires and retraining programs for incumbent workers.
3. Undertakings to fund energy efficiency, water efficiency, and renewable energy training for incumbent and new workers to add new skills to their professional toolbox.
4. Undertakings to support state planning and energy assurance capabilities by improving state emergency preparedness plans and ensure quick recovery and restoration from any energy supply disruptions.
5. Undertakings to fund training for energy infrastructure and supply systems, and conduct and participate in state and regional energy and emergency exercises.
6. Undertakings to conduct residential and commercial building energy audits or assessments.
7. Undertakings for the design and operation of programs to educate the public, identify the most effective methods for achieving the maximum participation and efficiency rates, establish measurement and verification protocols, and identify energy efficient technologies for possible implementation.
8. Undertakings to develop and implement programs to conserve energy used in the transportation sector, including the use of flex time by employers, use of satellite work centers, development and promotion of zoning guidelines or requirements that promote energy efficient development, and synchronization of traffic signals.
9. Undertakings to develop and implement building codes and inspection services, and associated training and enforcement of such codes in order to support code compliance and promote building energy efficiency.

C. Building Interiors

General Interior Work:

1. Undertakings limited to the interior spaces of properties not listed in the National Register where the work will not be visible from the exterior of the building.
2. Repairing or upgrading electrical or plumbing systems, installing fire, smoke or carbon dioxide detectors and alarms, and installing mechanical equipment, in a manner that does not affect the exterior of the building.
3. Conducting weatherization or energy conservation activities such as air sealing and insulating walls, ceilings, floors, attics, roofs, crawl spaces, ducts and foundations, provided repairs are made by a qualified contractor using current best practices.
    a. Wall insulation – in terms of materials, blown in cellulose insulation, treated with fire-retardant salts is permitted. Spray foams should only be used in discrete locations for air-sealing and never for filling cavity walls. Urethane foams are not to be used. For moisture laden conditions and moisture vapor, more research should be conducted before in-wall insulation is used, refer to www.ohp.parks.ca.gov (go to sustainability).
4. Undertakings to replace existing residential appliances with new California-qualified residential ENERGY STAR® appliances, where the new appliances must replace appliances of the same type (AC for AC, clothes washer for clothes washer, etc.) and the replaced appliance must be properly recycled.
5. Undertakings to replace lighting in buildings with energy efficient technologies, where only the lighting equipment is replaced and there are no ground disturbances.
6. Undertakings to replace existing heating, ventilation, and air conditioning equipment, electric motors, lighting, and lighting controls with more energy efficiency equipment, where only the equipment is replaced and there are no changes to the building or structure or ground disturbance.
7. Undertakings to install dual technology occupancy sensors to control lighting for intermittently occupied spaces.
8. Undertakings to install variable frequency drives (VFDs) for electric motors, fans, and pumps.
9. Undertakings to install vending machine controls to conserve energy.
10. Undertakings to install programmable thermostats or integrated landscaping control systems to conserve energy.
11. Undertakings to install sensors and equipment controls for purposes of increasing energy efficiency.
12. Lead based paint abatement in accordance with the Standards and Preservation Brief #37.

Energy Efficiency Work with the Building Shell:

Special Note: Any work involving ground-disturbing activities requires SHPO review.

1. Performing plumbing work, including installation of water heaters, water heater tank and pipe insulation, and energy and water efficient distribution systems and controls.
2. Performing electrical work, including improving lamp efficiency, installing task/ambient lighting systems, installing lighting controls, and installing whole house fans and ceiling fans.
3. Sealing air leaks using weather stripping, doors sweeps, and caulk, and testing for and sealing of major air leaks within the building envelope and air delivery system.
4. Repair or replace water heaters, hot water distribution systems and controls.
5. Adding adjustable speed capability, such as on HVAC system distribution fans, cooling tower fans, and pumps.
6. Install insulation on water heater tanks and water distribution pipes and refrigerant lines.
7. Install solar water heating systems, provided the structure is not visible from the public right-of-way.
8. Install waste heat recovery devices, including desuperheater water heaters, condensing heat exchangers, heat pump and water heating heat recovery systems, and other energy recovery equipment.
9. Repair or replace electric motors and motor controls, such as variable speed drives.
10. Incorporate other lighting technologies, such as dimmable ballasts, day lighting controls, and occupant controlled dimming.
11. Lead based paint abatement in accordance with the Standards and Preservation Brief #37.
12. Building cleaning in accordance with the Standards and Preservation Briefs #1, #6, and #10.

Work on Heating and Cooling Systems:

Special Note: Any work involving ground-disturbing activities requires SHPO review.

1. Clean, tune, repair or replace heating systems, including furnaces, boilers, heat pumps, vented space heaters, and wood stoves.
2. Clean, tune, repair or replace cooling systems, including central air conditioners, window air conditioners, heat pumps, and evaporative coolers, and system components, to save energy and water.
3. Install insulation on ducts, heating system distribution pipes and air conditioner refrigerant lines.
4. Conduct other efficiency improvements on heating and cooling systems, including replacing standing pilot lights with electronic ignition devices and installing vent dampers, correcting improper refrigerant charge, and correcting improper airflow.

5. Modify duct and pipe systems so heating and cooling systems operate efficiently and effectively, including adding return ducts, replacing diffusers and registers, replacing air filters, installing thermostatic radiator controls on steam and hot water heating systems; provided interior of historic structures is not affected.
6. Install programmable thermostats, outdoor reset controls, UL listed energy management systems or building automation systems and other HVAC control systems.
7. Repairing or upgrading electrical or plumbing systems and installing mechanical equipment, in a manner that does not permanently change the appearance of the interior or exterior of the building.

Energy Efficiency Work Affecting the Electric Base Load of the Property:

1. Convert incandescent lighting to fluorescent or other high efficacy light source.
2. Add reflectors, LED exit signs, efficient HID fixtures, daylighting, occupancy (motion) sensors and other lighting controls that reduce lighting energy use.
3. Replace refrigerators and other appliances, replace or install controls or make other efficiency improvements to commercial refrigeration systems and to other equipment installed in nonresidential buildings.

Health and safety measures:

1. Installing fire, smoke or carbon dioxide detectors/alarms.
2. Repair or replace vent systems on fossil-fuel-fired heating systems and water heaters to ensure that combustion gasses draft safely to outside, including combustion safety testing.
3. Install mechanical ventilation, in a manner not visible from the public right-of-way, to ensure adequate indoor air quality.

D. *Roofing*

1. Repairing or replacing roofing with materials that closely match the historic materials and form, or with materials that restore the original feature based on historic evidence, and in a manner that does not alter the roofline.
2. Installing continuous ridge vents covered with ridge shingles or boards, or roof jacks/vents, bath and kitchen fan vents, gable vents, soffit and frieze board vents, and combustion appliance flues, if not located on a primary roof elevation or visible from the public right-of-way.
3. Installing reflective roof coating in a manner that closely resembles the historic materials and form, or with materials that restore the original feature based on historic evidence, and in a manner that does not alter the roofline, or where not on a primary roof elevation or visible from the public right-of-way.

4. Installation or replacement of downspout extensions, provided that the color of the extensions is historically appropriate for the period and style of the property.
5. Installing integrated shingle style or thin film solar systems on the rear roof of the structure, behind the parapet or not visible from the public right-of-way.
6. Repair of minor roof and wall leaks prior to insulating attics or walls, provided repairs closely resemble existing surface composite.

E. *Exterior painting*

1. Painting exterior surfaces unless the property is subject to review by SHPO under PRC 5024 and 5024.5 or by local landmark ordinance provisions, provided destructive surface preparation treatments, including, but not limited to, water-blasting, sandblasting and chemical removal, are not used.
2. Conducting Lead-based Paint Abatement of "Management in Place" activities carried out by a qualified contractor using current best practices and methods that are consistent with the preservation techniques in *Preservation Brief #37: Appropriate Methods for Reducing Lead-Paint Hazards in Historic Housing.*

F. *Masonry*

1. Power-washing exterior masonry performed by a qualified contractor at no more than 300 psi with mild detergent, using current best practices and methods that are consistent with the preservation techniques in *Preservation Brief #1: The Cleaning and Waterproof Coating of Masonry Buildings.*
2. Repairing masonry, including repointing, and rebuilding chimneys if the joints are done by hand and the mortar matches the original composition and color, and installing chimney flue liners, provided repairs are made by a qualified contractor using current best practices and methods that are consistent with the preservation techniques in *Preservation Brief #2: Re-pointing Mortar Joints in Historic Brick Buildings.*

G. *Windows and Doors*

1. Repairing or replacing caulking, weather-stripping, and other air infiltration control measures on windows and doors, and installing thresholds, in a manner that does not harm or obscure historic windows or trim.
2. Installing interior storm windows or doors, and wood screen doors in a manner that does not harm or obscure historic windows or trim.
3. Installing insulated exterior replacement doors where the openings are not altered and they cannot be viewed from the public right-of-way.
4. Installing removable film on windows (if the film is transparent), solar screens, or window louvers, in a manner that does not harm or obscure historic windows or trim.

H. ***Foundations***

1. Underpinning and ventilating crawl spaces provided the underpinning materials are set at least two (2) inches behind the outer face of piers or foundations on the front façade.
2. Installing foundation vents, if painted or finished to match the existing foundation material.

I. ***General Efficiency Measures Not Affecting Exterior of Buildings***
Special Note: Any work involving ground-disturbing activities requires SHPO review.

1. Installing thermal insulation, such as non-toxic fiberglass, cellulose, foam, and foil wrapped, in walls, floors, ceilings, attics, and foundations in a manner that does not harm or damage historic fabric.
2. Energy audits and feasibility studies.
3. Weatherization of mobile homes and trailers.
4. Caulking and weather-stripping around doors and windows in a manner that does not harm or obscure historic windows or trim.
5. Water conservation measures, such as low flow faucets, toilets, showerheads, urinals, and other efficient water using equipment.
6. Repairing in kind existing driveways, parking areas, and walkways with materials of similar appearance.
7. Ventilating crawl spaces.
8. Replacement of existing HVAC equipment including pumps, motors, boilers, chillers, cooling towers, air handling units, package units, condensers, compressors, heat exchangers that do not require a change to existing ducting, plumbing, electrical, controls or a new location, or if ducting, plumbing, electrical and controls are on the rear of the structure or not visible from any public right-of-way.
9. Adding or replacing existing building controls systems including HVAC control systems and the replacement of building-wide pneumatic controls with digital controls, thermostats, dampers, and other individual sensors like smoke detectors and carbon monoxide detectors (wired or non-wired).
10. Installing vents (such as continuous ridge vents covered with ridge shingles or boards, roof vents, bath and kitchen vents, soffit and frieze board vents or combustion appliance flues) if not visible from the public right-of-way.
11. New installation on non-hard wired devices including photo-controls, occupancy sensors, carbon dioxide, thermostats, humidity, light meters and other building control sensors, provided the work conforms with applicable state and local permitting requirements.
12. Adding variable speed capacity to electric motors, fans and pumps.
13. Insulation f water heater and boiler tanks and pipes.
14. Furnace or hot water tank replacement that does not require a visible new supply or venting.
15. Installing whole house fans or ceiling fans.

J. *Insulation Measures Not Affecting the Exterior of the Building*

1. Thermal insulation installation in walls, floors, attics and roof (excluding toxic spray foam insulation).
    a. Wall insulation – in terms of materials, blown in cellulose insulation, treated with fire-retardant salts is permitted. Spray foams should only be used in discrete locations for air sealing and never for filling cavity walls. Urethane foams are not to be used. For moisture laden conditions and moisture vapor, more research should be conducted before in-wall insulation is used, refer to www.ohp.parks.ca.gov (go to sustainability).
2. Duct sealing, insulation, repair or replacement in unoccupied areas.
3. Attic insulation with proper ventilation.
4. Band joist insulation – R11 to R19 as applicable.
5. Water heater tank and pipe insulation, and heating system pipe insulation and air conditioner refrigerant line insulation.

K. *Electric Base Load Measures Not Affecting the Exterior of the Building*

1. Appliance replacement (upgrade to EnergyStar or higher efficiency appliances).
2. Compact fluorescent light bulbs or other high efficacy light source.
3. Energy efficient light fixtures, including ballasts (Replacement).
4. LED light fixtures and exit signs (Replacement).
5. Upgrade exterior lighting (replacement with metal halide bulbs, LEDs, or others) along with ballasts, sensors and energy storage devices not visible from any public right-of-way.
6. Refrigeration equipment and systems replacement, controls, tuning and repair.
7. Thermal energy storage devices and controls not visible from any public right-of-way.
8. Replacing lighting in parking lots, traffic signals and street lighting with energy efficient technologies, where only the lighting equipment is replaced and there are no ground disturbances.

L. *Efficiency and Repair Measures*

1. Installation or replacement of downspout extensions, provided that the color of the extensions is historically appropriate for the period and style of the property.
2. Repairing or upgrading electrical or plumbing systems and installing mechanical equipment, in a manner that does not permanently change the appearance of the interior or exterior of the building.
3. Installing integrated shingle style or thin film solar systems on the rear roof of the structure, behind the parapet or not visible from the public right-of-way.
4. Installing solar systems (including photovoltaic and solar thermal) not visible from the public right-of-way and if ground mounted can be installed

without ground disturbance and if roof mounted will not require new building reinforcement.

5. Lead based paint abatement in accordance with the Standards and Preservation Brief #37.
6. Building cleaning in accordance with the Standards and Preservation Briefs #1, #6, and #10.
7. Installing vents (such as continuous ridge vents covered with ridge shingles or boards, roof vents, bath and kitchen vents, soffit and frieze board vents or combustion appliance flues) if not visible from the public right-of-way.

ATTACHMENT 5 – DAVIS BACON WAGE DETERMINATION

General Decision Number: CA100001 07/02/2010 CA1

Superseded General Decision Number: CA20080001

State: California

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

County: San Diego County in California.

BUILDING CONSTRUCTION PROJECTS; DREDGING PROJECTS (does not include hopper dredge work); HEAVY CONSTRUCTION PROJECTS (does not include water well drilling); HIGHWAY CONSTRUCTION PROJECTS; RESIDENTIAL CONSTRUCTION PROJECTS (consisting of single family homes and apartments up to and including 4 stories)

Modification Number	Publication Date
0	03/12/2010
1	03/19/2010
2	04/02/2010
3	04/16/2010
4	07/02/2010

ASBE0005-002 01/01/2010

	Rates	Fringes
Asbestos Workers/Insulator (Includes the application of all insulating materials, protective coverings, coatings, and finishes to all types of mechanical systems)	$ 32.93	15.32
Fire Stop Technician (Application of Firestopping Materials for wall openings and penetrations in walls, floors, ceilings and curtain walls)	$ 24.21	13.76

ASBE0005-004 01/01/2010

	Rates	Fringes
Asbestos Removal worker/hazardous material handler (Includes preparation, wetting, stripping, removal, scrapping, vacuuming, bagging and disposing of all insulation materials from mechanical systems, whether they contain asbestos or not)	$ 18.85	8.03

BOIL0092-003 10/01/2009

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                                  Rates          Fringes

BOILERMAKER......................$ 40.22            22.26
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 BRCA0004-008 11/01/2009

                                  Rates          Fringes

BRICKLAYER; MARBLE SETTER........$ 31.40            13.55
----------------------------------------------------------------
 BRCA0018-004 06/01/2008

                                  Rates          Fringes

MARBLE FINISHER..................$ 25.52             9.08
TILE FINISHER....................$ 21.07             7.88
TILE LAYER.......................$ 32.05            11.99
----------------------------------------------------------------
 BRCA0018-010 09/01/2009

                                  Rates          Fringes

TERRAZZO FINISHER................$ 26.59             9.62
TERRAZZO WORKER/SETTER...........$ 33.63            10.46
----------------------------------------------------------------
 CARP0409-002 07/01/2008

                                  Rates          Fringes

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

Amounts in "Rates' column are per day
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 CARP0409-008 07/01/2008

                                  Rates          Fringes

Modular Furniture Installer......$ 19.00             7.41
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 CARP0547-001 07/01/2009

                                  Rates          Fringes

CARPENTER
     (1)  Bridge.................$ 37.28            10.58
     (2)  Commercial Building....$ 32.30            10.58
     (3)  Heavy & Highway........$ 37.15            10.58
     (4)  Residential Carpenter..$ 25.84            10.58
     (5)  Residential
     Insulation Installer........$ 18.00             8.16
MILLWRIGHT.......................$ 37.65            10.58
PILEDRIVERMAN....................$ 37.28            10.58
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 CARP0547-002 07/01/2009
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                                  Rates          Fringes

Drywall
     (1) Work on wood framed
     construction of single
     family residences,
     apartments or condominiums
     under four stories
      Drywall Installer/Lather...$ 21.00            8.58
      Drywall Stocker/Scrapper...$ 11.00            6.67
     (2) All other work
      Drywall Installer/Lather...$ 27.35            9.58
      Drywall Stocker/Scrapper...$ 11.00            6.67
-----------------------------------------------------------------
 ELEC0569-001 06/01/2009

                                  Rates          Fringes

Electricians (Tunnel Work)
     Cable Splicer...............$ 41.98         3%+11.29
     Electrician.................$ 41.23         3%+11.29
Electricians: (All Other
Work, Including 4 Stories
Residential)
     Cable Splicer...............$ 37.40         3%+11.29
     Electrician.................$ 36.65         3%+11.29
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 ELEC0569-005 12/01/2009

                                  Rates          Fringes

Sound & Communications
     Sound Technician............$ 26.42           $10.47
     Soundman....................$ 21.14            $8.74

  SOUND TECHNICIAN: Terminating, operating and performing
  final check-out

  SOUNDMAN: Wire-pulling, splicing, assembling and  installing
  devices

  SCOPE OF WORK Assembly, installation, operation, service and
  maintenance of components or systems as used in closed
  circuit television, amplified master television
  distribution, CATV on private property, intercommunication,
  burglar alarm, fire alarm, life support and all security
  alarms, private and public telephone and related telephone
  interconnect, public address, paging, audio, language,
  electronic, background music system less than line voltage
  or any system acceptable for class two wiring for private,
  commercial, or industrial use furnished by leased wire,
  frequency modulation or other recording devices, electrical
  apparatus by means of which electricity is applied to the
  amplification, transmission, transference, recording or
  reproduction of voice, music, sound, impulses and video.
  Excluded from this Scope of Work - transmission, service
  and maintenance of background music.  All of the above
  shall include the installation and transmission over fiber
  optics.
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 ELEC0569-006 10/01/2009

Work on street lighting; traffic signals; and underground
systems and/or established easements outside of buildings


                                  Rates          Fringes

Traffic signal, street light
and underground work
     Utility Technician #1.......$ 27.00            $7.53
     Utility Technician #2.......$ 20.00            $7.32

STREET LIGHT & TRAFFIC SIGNAL WORK:

  UTILITY TECHNICIAN #1: Installation of street lights and
  traffic signals, including electrical circuitry,
  programmable controller, pedestal-mounted electrical meter
  enclosures and laying of pre-assembled cable in ducts.  The
  layout of electrical systems and communication installation
  including proper position of trench depths, and radius at
  duct banks, location for manholes, street lights and
  traffic signals.

  UTILITY TECHNICIAN #2: Distribution of material at jobsite,
  installation of underground ducts for electrical,
  telephone, cable TV land communication systems. The
  setting, leveling, grounding and racking of precast
  manholes, handholes and transformer pads.
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 ELEC0569-008 12/01/2005

                                  Rates          Fringes

ELECTRICIAN (Residential, 1-3
Stories)........................$ 21.00          3%+2.55
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 ELEC1245-001 06/01/2009

                                  Rates          Fringes

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

  HOLIDAYS: New Year's Day, M.L. King Day, Memorial Day,
  Independence Day, Labor Day, Veterans Day, Thanksgiving Day
  and day after Thanksgiving, Christmas Day
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 ELEV0018-001 01/01/2010
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                                  Rates          Fringes

ELEVATOR MECHANIC................$ 45.33           20.035

FOOTNOTE:
  PAID VACATION:  Employer contributes 8% of regular hourly
  rate as vacation pay credit for employees with more than 5
  years of service, and 6% for 6 months to 5 years of service.
  PAID HOLIDAYS: New Years Day, Memorial Day, Independence Day,
  Labor Day, Veterans Day, Thanksgiving Day, Friday after
  Thanksgiving, and Christmas Day.
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 ENGI0012-003 07/01/2009

                                  Rates          Fringes

OPERATOR:   Power Equipment
(All Other Work)
     GROUP  1....................$ 36.83            17.22
     GROUP  2....................$ 37.61            17.22
     GROUP  3....................$ 37.90            17.22
     GROUP  4....................$ 39.39            17.22
     GROUP  5....................$ 40.49            17.22
     GROUP  6....................$ 39.61            17.22
     GROUP  7....................$ 40.71            17.22
     GROUP  8....................$ 39.72            17.22
     GROUP  9....................$ 40.82            17.22
     GROUP 10....................$ 39.84            17.22
     GROUP 11....................$ 40.94            17.22
     GROUP 12....................$ 40.01            17.22
     GROUP 13....................$ 40.11            17.22
     GROUP 14....................$ 40.14            17.22
     GROUP 15....................$ 40.22            17.22
     GROUP 16....................$ 40.34            17.22
     GROUP 17....................$ 40.51            17.22
     GROUP 18....................$ 40.61            17.22
     GROUP 19....................$ 40.72            17.22
     GROUP 20....................$ 40.84            17.22
     GROUP 21....................$ 41.01            17.22
     GROUP 22....................$ 41.11            17.22
     GROUP 23....................$ 41.22            17.22
     GROUP 24....................$ 41.34            17.22
     GROUP 25....................$ 41.51            17.22
OPERATOR:   Power Equipment
(Cranes, Piledriving &
Hoisting)
     GROUP  1....................$ 38.18            17.22
     GROUP  2....................$ 38.96            17.22
     GROUP  3....................$ 39.25            17.22
     GROUP  4....................$ 39.39            17.22
     GROUP  5....................$ 39.61            17.22
     GROUP  6....................$ 39.72            17.22
     GROUP  7....................$ 39.84            17.22
     GROUP  8....................$ 40.01            17.22
     GROUP  9....................$ 40.18            17.22
     GROUP 10....................$ 41.18            17.22
     GROUP 11....................$ 42.18            17.22
     GROUP 12....................$ 43.18            17.22
     GROUP 13....................$ 44.18            17.22
OPERATOR:   Power Equipment
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(Tunnel Work)
     GROUP  1....................$ 38.68            17.22
     GROUP  2....................$ 39.46            17.22
     GROUP  3....................$ 39.75            17.22
     GROUP  4....................$ 39.89            17.22
     GROUP  5....................$ 40.11            17.22
     GROUP  6....................$ 40.22            17.22
     GROUP  7....................$ 40.34            17.22

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

  Workers required to suit up and work in a hazardous material
  environment: $2.00 per hour additional.  Combination mixer
  and compressor operator on gunite work shall be classified
  as a concrete mobile mixer operator.

SEE ZONE DEFINITIONS AFTER CLASSIFICATIONS

POWER EQUIPMENT OPERATORS CLASSIFICATIONS

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

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

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

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

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

GROUP 6: Articulating material hauler; Asphalt plant engineer; Batch plant operator; Bit sharpener; Concrete joint machine operator (canal and similar type); Concrete planer operator; Dandy digger; Deck engine operator; Derrickman (oilfield type); Drilling machine operator, bucket or auger types (Calweld 100 bucket or similar types - Watson 1000 auger or similar types - Texoma 330, 500 or 600 auger or similar types - drilling depth of 45' maximum); Drilling machine operator; Hydrographic seeder machine operator (straw, pulp or seed), Jackson track maintainer, or similar type; Kalamazoo Switch tamper, or similar type; Machine tool operator; Maginnis internal full slab vibrator, Mechanical berm, curb or gutter(concrete or asphalt); Mechanical finisher operator (concrete, Clary-Johnson-Bidwell or similar); Micro tunnel system (below ground); Pavement breaker operator (truck mounted); Road oil mixing machine operator; Roller operator (asphalt or finish), rubber-tired earth moving equipment (single engine, up to and including 25 yds. struck); Self-propelled tar pipelining machine operator; Skiploader operator (crawler and wheel type, over 3/4 yd. and up to and including 1-1/2 yds.); Slip form pump operator (power driven hydraulic lifting device for concrete forms); Tractor operator-bulldozer, tamper-scraper (single engine, up to 100 h.p. flywheel and similar types, up to and including D-5 and similar types); Tugger hoist operator (1 drum); Ultra high pressure waterjet cutting tool system operator; Vacuum blasting machine operator

GROUP 7: Welder - General

GROUP 8: Asphalt or concrete spreading operator (tamping or finishing); Asphalt paving machine operator (Barber Greene or similar type); Asphalt-rubber distribution operator; Backhoe operator (up to and including 3/4 yd.), small ford, Case or similar; Cast-in-place pipe laying machine operator; Combination mixer and compressor operator (gunite work); Compactor operator (self-propelled); Concrete mixer operator (paving); Crushing plant operator; Drill Doctor; Drilling machine operator, Bucket or auger types (Calweld 150 bucket or similar types - Watson 1500, 2000 2500 auger or similar types - Texoma 700, 800 auger or similar types - drilling depth of 60' maximum); Elevating grader operator; Grade checker; Gradall operator; Grouting machine operator; Heavy-duty repairman; Heavy equipment robotics operator; Kalamazoo balliste regulator or similar type; Kolman belt loader and similar type; Le Tourneau blob compactor or similar type; Loader operator (Athey, Euclid, Sierra and similar types); Mobark Chipper or similar; Ozzie padder or similar types; P.C. slot saw; Pneumatic concrete placing machine operator (Hackley-Presswell or similar type); Pumpcrete gun operator; Rock Drill or similar types; Rotary

drill operator (excluding caisson type); Rubber-tired earth-moving equipment operator (single engine, caterpillar, Euclid, Athey Wagon and similar types with any and all attachments over 25 yds. up to and including 50 cu. yds. struck); Rubber-tired earth-moving equipment operator (multiple engine up to and including 25 yds. struck); Rubber-tired scraper operator (self-loading paddle wheel type-John Deere, 1040 and similar single unit); Self-propelled curb and gutter machine operator; Shuttle buggy; Skiploader operator (crawler and wheel type over 1-1/2 yds. up to and including 6-1/2 yds.); Soil remediation plant operator; Surface heaters and planer operator; Tractor compressor drill combination operator; Tractor operator (any type larger than D-5 - 100 flywheel h.p. and over, or similar-bulldozer, tamper, scraper and push tractor single engine); Tractor operator (boom attachments), Traveling pipe wrapping, cleaning and bendng machine operator; Trenching machine operator (over 6 ft. depth capacity, manufacturer's rating); trenching Machine with Road Miner attachment (over 6 ft depth capacity): Ultra high pressure waterjet cutting tool system mechanic; Water pull (compaction) operator

GROUP 9: Heavy Duty Repairman

GROUP 10: Drilling machine operator, Bucket or auger types (Calweld 200 B bucket or similar types-Watson 3000 or 5000 auger or similar types-Texoma 900 auger or similar types-drilling depth of 105' maximum); Dual drum mixer, dynamic compactor LDC350 (or similar types); Monorail locomotive operator (diesel, gas or electric); Motor patrol-blade operator (single engine); Multiple engine tractor operator (Euclid and similar type-except Quad 9 cat.); Rubber-tired earth-moving equipment operator (single engine, over 50 yds. struck); Pneumatic pipe ramming tool and similar types; Prestressed wrapping machine operator; Rubber-tired earth-moving equipment operator (single engine, over 50 yds. struck); Rubber tired earth moving equipment operator (multiple engine, Euclid, caterpillar and similar over 25 yds. and up to 50 yds. struck), Tower crane repairman; Tractor loader operator (crawler and wheel type over 6-1/2 yds.); Woods mixer operator (and similar Pugmill equipment)

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

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

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

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

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

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

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

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

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

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

GROUP 21: Rubber-tired earth-moving equipment operator, operating in tandem (scrapers, belly dumps and similar types in any combination, excluding compaction units -

multiple engine, Euclid, Caterpillar and similar type, over 50 cu. yds. struck)

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

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

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

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

CRANES, PILEDRIVING AND HOISTING EQUIPMENT CLASSIFICATIONS

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

GROUP 2: Truck crane oiler

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

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

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

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

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

GROUP 8: Crane operator (up to and including 25 ton capacity); Crawler transporter operator; Derrick barge operator (up to and including 25 ton capacity); Hoist

operator, stiff legs, Guy derrick or similar type (up to and including 25 ton capacity); Shovel, backhoe, dragline, clamshell operator (over 7 cu. yds., M.R.C.)

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

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

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

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

GROUP 13: Crane operator (over 300 tons); Derrick barge operator (over 300 tons); Helicopter pilot; Hoist operator, stiff legs, Guy derrick or similar type (over 300 tons); Mobile tower crane operator (over 300 tons)

TUNNEL CLASSIFICATIONS

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

GROUP 2: Power-driven jumbo form setter operator

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

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

GROUP 5: Backhoe operator (up to and including 3/4 yd.); Small Ford, Case or similar; Drill doctor; Grouting machine operator; Heading shield operator; Heavy-duty repairperson; Loader operator (Athey, Euclid, Sierra and similar types); Mucking machine operator (1/4 yd., rubber-tired, rail or

track type); Pneumatic concrete placing machine operator (Hackley-Presswell or similar type); Pneumatic heading shield (tunnel); Pumpcrete gun operator; Tractor compressor drill combination operator; Tugger hoist operator (2 drum); Tunnel locomotive operator (over 30 tons)

GROUP 6: Heavy Duty Repairman

GROUP 7: Tunnel mole boring machine operator

ENGINEERS ZONES

$1.00 additional per hour for all of IMPERIAL County and the portions of KERN, RIVERSIDE & SAN BERNARDINO Counties as defined below:

That area within the following Boundary: Begin in San Bernardino County, approximately 3 miles NE of the intersection of I-15 and the California State line at that point which is the NW corner of Section 1, T17N,m R14E, San Bernardino Meridian. Continue W in a straight line to that point which is the SW corner of the NW ï¿½ of Section 6, T27S, R42E, Mt. Diablo Meridian. Continue North to the intersection with the Inyo County Boundary at that point which is the NE corner of the W ï¿½ of the N ï¿½ of Section 6, T25S, R42E, MDM. Continue W along the Inyo and San Bernardino County boundary until the intersection with Kern County, as that point which is the SE corner of Section 34, T24S, R40E, MDM. Continue W along the Inyo and Kern County boundary until the intersection with Tulare County, at that point which is the SW corner of the SE ï¿½ of Section 32, T24S, R37E, MDM. Continue W along the Kern and Tulare County boundary, until that point which is the NW corner of T25S, R32E, MDM. Continue S following R32E lines to the NW corner of T31S, R32E, MDM. Continue W to the NW corner of T31S, R31E, MDM. Continue S to the SW corner of T32S, R31E, MDM. Continue W to SW corner of SE ï¿½ of Section 34, T32S, R30E, MDM. Continue S to SW corner of T11N, R17W, SBM. Continue E along south boundary of T11N, SBM to SW corner of T11N, R7W, SBM. Continue S to SW corner of T9N, R7W, SBM. Continue E along south boundary of T9N, SBM to SW corner of T9N, R1E, SBM. Continue S along west boundary of R1E, SMB to Riverside County line at the SW corner of T1S, R1E, SBM. Continue E along south boundary of T1s, SBM (Riverside County Line) to SW corner of T1S, R10E, SBM. Continue S along west boundary of R10E, SBM to Imperial County line at the SW corner of T8S, R10E, SBM. Continue W along Imperial and Riverside county line to NW corner of T9S, R9E, SBM. Continue S along the boundary between Imperial and San Diego Counties, along the west edge of R9E, SBM to the south boundary of Imperial County/California state line. Follow the California state line west to Arizona state line, then north to Nevada state line, then continuing NW back to start at the point which is the NW corner of Section 1, T17N, R14E, SBM

$1.00 additional per hour for portions of SAN LUIS OBISPO, KERN, SANTA BARBARA & VENTURA as defined below:

That area within the following Boundary: Begin approximately 5 miles north of the community of Cholame, on the Monterey County and San Luis Obispo County boundary at the NW corner of T25S,

R16E, Mt. Diablo Meridian. Continue south along the west side of R16E to the SW corner of T30S, R16E, MDM. Continue E to SW corner of T30S, R17E, MDM. Continue S to SW corner of T31S, R17E, MDM. Continue E to SW corner of T31S, R18E, MDM. Continue S along West side of R18E, MDM as it crosses into San Bernardino Meridian numbering area and becomes R30W. Follow the west side of R30W, SBM to the SW corner of T9N, R30W, SBM. Continue E along the south edge of T9N, SBM to the Santa Barbara County and Ventura County boundary at that point whch is the SW corner of Section 34.T9N, R24W, SBM, continue S along the Ventura County line to that point which is the SW corner of the SE ï¿½ of Section 32, T7N, R24W, SBM. Continue E along the south edge of T7N, SBM to the SE corner to T7N, R21W, SBM. Continue N along East side of R21W, SBM to Ventura County and Kern County boundary at the NE corner of T8N, R21W. Continue W along the Ventura County and Kern County boundary to the SE corner of T9N, R21W. Continue North along the East edge of R21W, SBM to the NE corner of T12N, R21W, SBM. Continue West along the north edge of T12N, SBM to the SE corner of T32S, R21E, MDM. [T12N SBM is a think strip between T11N SBM and T32S MDM]. Continue North along the East side of R21E, MDM to the Kings County and Kern County border at the NE corner of T25S, R21E, MDM, continue West along the Kings County and Kern County Boundary until the intersection of San Luis Obispo County. Continue west along the Kings County and San Luis Obispo County boundary until the intersection with Monterey County. Continue West along the Monterey County and San Luis Obispo County boundary to the beginning point at the NW corner of T25S, R16E, MDM.

$2.00 additional per hour for INYO and MONO Counties and the Northern portion of SAN BERNARDINO County as defined below:

That area within the following Boundary: Begin at the intersection of the northern boundary of Mono County and the California state line at the point which is the center of Section 17, T10N, R22E, Mt. Diablo Meridian. Continue S then SE along the entire western boundary of Mono County, until it reaches Inyo County at the point which is the NE corner of the W ï¿½ of the NW ï¿½ of Section 2, T8S, R29E, MDM. Continue SSE along the entire western boundary of Inyo County, until the intersection with Kern County at the point which is the SW corner of the SE ï¿½ of Section 32, T24S, R37E, MDM. Continue E along the Inyo and Kern County boundary until the intersection with San Bernardino County at that point which is the SE corner of section 34, T24S, R40E, MDM. Continue E along the Inyo and San Bernardino County boundary until the point which is the NE corner of the W ï¿½ of the NW ï¿½ of Section 6, T25S, R42E, MDM. Continue S to that point which is the SW corner of the NW ï¿½ of Section 6, T27S, R42E, MDM. Continue E in a straight line to the California and Nevada state border at the point which is the NW corner of Section 1, T17N, R14E, San Bernardino Meridian. Then continue NW along the state line to the starting point, which is the center of Section 18, T10N, R22E, MDM.

REMAINING AREA NOT DEFINED ABOVE RECIEVES BASE RATE

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 ENGI0012-004 08/01/2009

                                  Rates          Fringes

OPERATOR:   Power Equipment
(DREDGING)
     (1) Leverman................$ 44.83            17.22
     (2) Dredge dozer............$ 40.36            17.22
     (3) Deckmate................$ 40.25            17.22
     (4) Winch operator (stern
     winch on dredge)............$ 39.70            17.22
     (5) Fireman-Oiler,
     Deckhand, Bargeman,
     Leveehand...................$ 39.16            17.22
     (6) Barge Mate..............$ 39.77            17.22
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* IRON0002-004 07/01/2010

                                  Rates          Fringes

Ironworkers:
     Fence Erector...............$ 26.58            15.26
     Ornamental, Reinforcing
     and Structural..............$ 33.00            23.73

PREMIUM PAY:

$6.00 additional per hour at the following locations:

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

$4.00 additional per hour at the following locations:

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

$2.00 additional per hour at the following locations:

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

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 LABO0089-001 07/01/2009

                                  Rates          Fringes

LABORER (BUILDING and all
other Residential
Construction)
     Group 1.....................$ 25.02            13.50
     Group 2.....................$ 25.90            13.50
     Group 3.....................$ 26.61            13.50
     Group 4.....................$ 27.41            13.50
     Group 5.....................$ 28.09            13.50
LABORER (RESIDENTIAL
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CONSTRUCTION - See definition
below)
     (1) Laborer.................$ 22.87            10.83
     (2) Cleanup, Landscaping,
     Fencing (chain link or
     wood).......................$ 21.58            10.83

  RESIDENTIAL DEFINITION: Wood or metal frame construction of
  single family residences, apartments and condominums -
  excluding (a) projects that exceed three stories over a
  garage level, (b) any utility work such as telephone, gas,
  water, sewer and other utilities and (c) any fine grading
  work, utility work or paving work in the future street and
  public right-of-way; but including all rough grading work
  at the job site behind the existing right of way

LABORER CLASSIFICATIONS

  GROUP 1: Cleaning and handling of panel forms; Concrete
  Screeding for Rought Strike-off; Concrete, water curing;
  Demolition laborer; Flagman; Gas, oil and/or water pipeline
  laborer; General Laborer; General clean-up laborer;
  Landscape laborer;  Jetting laborer; Temporary water and
  air lines laborer; Material hoseman (walls, slabs, floors
  and decks); Plugging, filling of Shee-bolt holes; Dry
  packing of concrete; Railroad maintenance, Repair Trackman
  and road beds, Streetcar and railroad construction trac
  laborers; Slip form raisers; Slurry seal crews (mixer
  operator, applicator operator, squeegee man, Shuttle man,
  top man), filling of cracks by any method on any surface;
  Tarman and mortar man; Tool crib or tool house laborer;
  Window cleaner; Wire Mesh puling-all concrete pouring
  operations

  GROUP 2: Asphalt Shoveler; Cement Dumper (on 1 yard or larger
  mixer and handling bulk cement); Cesspool digger and
  installer; Chucktender; Chute man, pouring concrete, the
  handling of the cute from ready mix trucks, such as walls,
  slabs, decks, floors, foundations, footings, curbs, gutters
  and sidewalks; Concrete curer-impervious membrane and form
  oiler; Cutting torch operator (demoliton); Guinea chaser;
  Headboard man-asphlt; Laborer,
  packing rod steel and pans; membrane vapor barrier installer;
  Power broom sweepers (small); Riiprap, stonepaver, placing
  stone or wet sacked concrete; Roto scraper and tiller; Tank
  sealer and cleaner; Tree climber, faller, chain saw
  operator, Pittsburgh Chipper and similar type brush
  shredders; Underground laborers, including caisson bellower

  GROUP 3: Buggymobile; Concrete cutting torch; Concrete
  cutting torch; Concrete pile cutter; Driller, jackhammer, 2
  1/2 feet drill steel or longer; Dri Pak-it machine; High
  sealer (including drilling of same); Hydro seeder and
  similar type; Impact wrench, mult-plate; Kettlemen, potmen
  and mean applying asphalt, lay-kold, creosote, line caustic
  and similar type materials (applying  means applying,
  dipping, brushing or handling of such materials for pipe
  wrapping and waterproofing); Operators of pneumatic, gas,
  electric tools, vibratring machines, pavement breakers, air
  blasting, come-along, and similar mechanical tools not
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separately classified herein; Pipelayers back up man coating, grouting, making of joints, sealing, caulking, diapering and inclduing rubber gasket joints, pointing and any and all other services; Rotary Scarifier or multiple head concrete chipping scaarifier; Steel header board man and guideline setter; Tampers, Barko, Wacker and similar type; Trenching machine, handpropelled

GROUP 4: Asphalt raker, luterman, ironer, apshalt dumpman and asphalt spreader boxes (all types); Concrete core cutter (walls, floors or ceilings), Grinder or sander; Concrete saw man; cutting walls or flat work, scoring old or new concrete; Cribber, shorer, lagging, sheeting and trench bracing, hand-guided lagging hammer; Laser beam in connection with laborer's work; Oversize concrete vibrator operator 70 pounds and over; Pipelayer performing all services in the laying, installation and all forms of connection of pipe from the point of receiving pipe in the ditch until completion of oepration, including any and all forms of tubular material, whether pipe, metallic or non-metallic, conduit, and any other stationary type of tubular device used for the conveying of any substance or element, whether water, sewage, solid, gas, air or other product whatsoever and without regard to the nature of material from which the tubular material is fabricated; No joint pipe and stripping of same; Prefabricated manhole installer; Sandblaster (nozzleman), Porta shot-blast, water blasting

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

LABO0089-002 11/01/2008

	Rates	Fringes
LABORER (MASON TENDER).....	$ 25.86	12.13

LABO0089-004 07/01/2009

HEAVY AND HIGHWAY CONSTRUCTION

	Rates	Fringes
Laborers:		
GROUP 1.....	$ 26.14	13.50
GROUP 2.....	$ 26.60	13.50
GROUP 3.....	$ 27.01	13.50
GROUP 4.....	$ 27.85	13.50
GROUP 5.....	$ 30.72	13.50

LABORER CLASSIFICATIONS

GROUP 1: Laborer: General or Construction Laborer, Landscape Laborer. Asphalt Rubber Material Loader. Boring Machine

Tender (outside), Carpenter Laborer (cleaning, handling, oiling & blowing of panel forms and lumber), Concrete Laborer, Concrete Screeding for rough strike-off, Concrete water curing. Concrete Curb & Gutter laborer, Certified Confined Space Laborer, Demolition laborer & Cleaning of Brick and lumber,Expansion Joint Caulking; Environmental Remediation, Monitoring Well, Toxic waste and Geotechnical Drill tender, Fine Grader, Fire Watcher, Limbers, Brush Loader, Pilers and Debris Handlers. flagman. Gas Oil and Water Pipeline Laborer. Material Hoseman (slabs, walls, floors, decks); Plugging, filling of shee bolt holes; Dry packing of concrete and patching; Post Holer Digger (manual); Railroad maintenance, repair trackman, road beds; Rigging & signaling; Scaler, Slip-Form Raisers, Filling cracks on any surface, tool Crib or Tool House Laborer, Traffic control (signs, barriers, barricades, delineator, cones etc.), Window Cleaner

GROUP 2: Asphalt abatement; Buggymobile; Cement dumper (on 1 yd. or larger mixers and handling bulk cement); Concrete curer, impervious membrane and form oiler; Chute man, pouring concrete; Concrete cutting torch; Concrete pile cutter; driller/Jackhammer, with drill steel 2 1/'2 feet or longer; Dry pak-it machine; Fence erector; Pipeline wrapper, gas, oil, water, pot tender & form man; Grout man; Installation of all asphalt overlay fabric and materials used for reinforcing asphalt; Irrigation laborer; Kettleman-Potman hot mop, includes applying asphalt, lay-klold, creosote, lime caustic and similar tyhpes of materials (dipping, brushing, handling) and waterproofing; Membrane vapor barrier installer; Pipelayer backup man (coating, grouting, making of joints, sealing caulkiing, diapering including rubber basket joints, pointing); Rotary scarifier, multiple head concrete chipper; Rock slinger; Roto scraper & tiller; Sandblaster pot tender; Septic tank digger/installer; Tamper/wacker operator; Tank scaler & cleaner; Tar man & mortar man; Tree climber/faller, chainb saw operator, Pittsburgh chipper & similar type brush shredders.

GROUP 3: Asphalt, installation of all frabrics; Buggy Mobile Man, Bushing hammer; Compactor (all types), Concrete Curer - Impervious membrane, Form Oiler, Concrete Cutting Torch, Concrete Pile Cutter,Driller/Jackhammer with drill steel 2 1/2 ft or longer, Dry Pak-it machine, Fence erector including manual post hole digging, Gas oil or water Pipeline Wrapper - 6 ft pipe and over, Guradrail erector, Hydro seeder, Impact Wrench man (multi plate), kettleman-Potman Hot Mop includes applying Asphalt, Lay-Kold, Creosote, lime caustic and similar types of materials (dipping, brushing or handling) and waterproofing. Laser Beam in connection with Laborer work. High Scaler, Operators of Pneumatic Gas or Electric Tools, Vibrating Machines, Pavement Breakers, Air Blasting, Come-Alongs and similar mechanical tools, Remote-Controlled Robotic Tools in connection with Laborers work. Pipelayer Backup Man (Coating, grouting,m makeing of joints, sealing, caulking, diapering including rubber gasket joints, pointing and other services). Power Post Hole Digger, Rotary Scarifier (multiple head concrete chipper

scarifier), Rock Slinger, Shot Blast equipment (8 to 48 inches), Steel Headerboard Man and Guideline Setter, Tamper/Wacker operator and similar types, Trenching Machine hand propelled.

GROUP 4: Any worker exposed to raw sewage. Asphalt Raker, Luteman, Asphalt Dumpman, Asphalt Spreader Boxes, Concrete Core Cutter, Concrete Saw Man, Cribber, Shorer, Head Rock Slinger. Installation of subsurface instrumentation, monitoring wells or points, remediation system installer; Laborer, asphalt-rubber distributor bootman; Oversize concrete vibrator operators, 70 pounds or over. Pipelayer, Prfefabricated Manhole Installer, Sandblast Nozzleman (Water Balsting-Porta Shot Blast), Traffic Lane Closure.

GROUP 5: Blasters Powderman-All work of loading holes, placing and blasting of all powder and explosives of whatever type, regardless of method used for such loading and placing; Horizontal directional driller, Boring system, Electronic traking, Driller: all power drills excluding jackhammer, whether core, diamond, wagon, track, multiple unit, and all other types of mechanical drills without regard to form of motive power. Environmental remediation, Monitoring well, Toxic waste and Geotechnical driller, Toxic waste removal. Welding in connection with Laborer's work.

LABO0300-008 08/05/2009

	Rates	Fringes
LABORER		
PLASTER CLEAN-UP LABORER....	$ 26.65	14.70
PLASTER TENDER.....	$ 29.20	14.70

Work at Military Bases - $3.00 additional per hour:
Coronado Naval Amphibious Base, Fort Irwin, Marine Corps Air Station-29 Palms, Imperial Beach Naval Air Station, Marine Corps Logistics Supply Base, Marine Corps Pickle Meadows, Mountain Warfare Training Center, Naval Air Facility-Seeley, North Island Naval Air Station, Vandenberg AFB.

LABO0882-002 01/01/2010

	Rates	Fringes
Asbestos Removal Laborer.....	$ 26.15	14.25

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

LABO1184-001 07/01/2009

	Rates	Fringes

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Laborers: (HORIZONTAL
DIRECTIONAL DRILLING)
     (1) Drilling Crew Laborer...$ 27.05            10.40
     (2) Vehicle Operator/Hauler.$ 27.22            10.40
     (3) Horizontal Directional
     Drill Operator..............$ 29.07            10.40
     (4) Electronic Tracking
     Locator.....................$ 31.07            10.40
Laborers: (STRIPING/SLURRY
SEAL)
     GROUP 1.....................$ 28.50            13.56
     GROUP 2.....................$ 29.80            13.56
     GROUP 3.....................$ 31.81            13.56
     GROUP 4.....................$ 33.55            13.56

LABORERS - STRIPING CLASSIFICATIONS

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

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

  GROUP 3: Traffic delineating device applicator: Layout and
  application of pavement markers, delineating signs, rumble
  and traffic bars, adhesives, guide markers, other traffic
  delineating devices including traffic control. This
  category includes all traffic related surface preparation
  (sandblasting, waterblasting, grinding) as part of the
  application process. Traffic protective delineating system
  installer: removes, relocates, installs, permanently
  affixed roadside and parking delineation barricades,
  fencing, cable anchor, guard rail, reference signs,
  monument markers; operation of all related machinery and
  equipment; power broom sweeper

  GROUP 4: Striper: layout and application of traffic stripes
  and markings; hot thermo plastic; tape traffic stripes and
  markings, including traffic control; operation of all
  related machinery and equipment
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 PAIN0036-001 01/01/2010

                                  Rates          Fringes

Painters: (Including Lead
Abatement)
     (1) Repaint.................$ 26.05             9.41
     (2) All Other Work..........$ 29.32             9.41

  REPAINT of any previously painted structure.  Exceptions:
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  work involving the aerospace industry, breweries,
  commercial recreational facilities, hotels which operate
  commercial establishments as part of hotel service, and
  sports facilities.
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 PAIN0036-010 01/02/2010

                                  Rates          Fringes

DRYWALL FINISHER/TAPER
     (1) Building & Heavy
     Construction................$ 29.19            12.19
     (2) Residential
     Construction (Wood frame
     apartments, single family
     homes and  multi-duplexes
     up to and  including four
     stories)....................$ 18.00             7.97
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 PAIN0036-012 01/01/2010

                                  Rates          Fringes

GLAZIER.........................$ 36.55            14.87
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 PAIN0036-019 02/01/2009

                                  Rates          Fringes

SOFT FLOOR LAYER................$ 26.77            11.75
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 PLAS0200-005 08/05/2009

                                  Rates          Fringes

PLASTERER.......................$ 35.41             9.88

  NORTH ISLAND NAVAL AIR STATION, COLORADO NAVAL AMPHIBIOUS
  BASE, IMPERIAL BEACH NAVAL AIR STATION:  $3.00 additional
  per hour.
----------------------------------------------------------------
 PLAS0500-001 06/26/2009

                                  Rates          Fringes

CEMENT MASON/CONCRETE FINISHER
     GROUP 1.....................$ 26.42             8.70
     GROUP 2.....................$ 28.07             8.70
     GROUP 3.....................$ 30.75             8.10

  CEMENT MASONS -  work inside the building line, meeting the
  following criteria:

  GROUP 1:  Residential wood frame project of any size;  work
  classified as Type III, IV or Type V construction;
  interior tenant improvement work regardless the size of the
  project; any wood frame project of four stories or less.

  GROUP 2: Work classified as type I and II construction
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  GROUP 3: All other work
-----------------------------------------------------------------
 PLUM0016-006 07/01/2009

                                  Rates          Fringes

PLUMBER, PIPEFITTER,
STEAMFITTER
     (1) Work on strip malls,
     light commercial, tenant
     improvement and remodel
     work.......................$ 28.84            14.47
     (2) Work on new additions
     and remodeling of
     commercial buildings,
     bars, restaurants, and
     stores not to exceed 5,000
     sq. ft. of floor space......$ 35.97            15.86
     (3) All other work.........$ 37.10            16.84
     (4) Camp Pendleton.........$ 41.60            16.84
-----------------------------------------------------------------
 PLUM0016-011 07/01/2009

                                  Rates          Fringes

PLUMBER/PIPEFITTER
     Residential................$ 29.97            12.91
-----------------------------------------------------------------
 PLUM0345-001 07/01/2009

                                  Rates          Fringes

PLUMBER
     Landscape/Irrigation Fitter.$ 26.70           13.84
     Sewer & Storm Drain Work....$ 25.18           15.67
-----------------------------------------------------------------
 ROOF0045-001 08/01/2009

                                  Rates          Fringes

ROOFER.........................$ 23.63             6.50
-----------------------------------------------------------------
 SFCA0669-001 01/01/2009

                                  Rates          Fringes

SPRINKLER FITTER................$ 33.50            15.30
-----------------------------------------------------------------
 SHEE0206-001 01/01/2010

                                  Rates          Fringes

SHEET METAL WORKER
     Camp Pendleton.............$ 36.05            15.81
     Except Camp Pendleton.......$ 34.05            15.81
     Sheet Metal Technician......$ 23.99             4.71

SHEET METAL TECHNICIAN - SCOPE:
a. Existing residential buildings, both single and
multi-family, where each unit is heated and/or cooled by a
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separate system b. New single family residential buildings including tracts. c. New multi-family residential buildings, not exceeding five stories of living space in height, provided each unit is heated or cooled by a separate system. Hotels and motels are excluded. d. LIGHT COMMERCIAL WORK: Any sheet metal, heating and air conditioning work performed on a project where the total construction cost, excluding land, is under $1,000,000 e. TENANT IMPROVEMENT WORK: Any work necessary to finish interior spaces to conform to the occupants of commercial buildings, after completion of the building shell

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TEAM0036-001 07/01/2009

	Rates	Fringes
Truck drivers:		
GROUP 1	$ 14.90	18.30
GROUP 2	$ 24.49	18.30
GROUP 3	$ 24.69	18.30
GROUP 4	$ 24.89	18.30
GROUP 5	$ 25.09	18.30
GROUP 6	$ 25.59	18.30
GROUP 7	$ 27.09	18.30

FOOTNOTE: HAZMAT PAY: Work on a hazmat job, where hazmat certification is required, shall be paid, in addition to the classification working in, as follows: Levels A, B and C - +$1.00 per hour. Workers shall be paid hazmat pay in increments of four (4) and eight (8) hours.

TRUCK DRIVER CLASSIFICATIONS

GROUP 1: Fuel Man, Swamper

GROUP 2: 2-axle Dump Truck, 2-axle Flat Bed,Concrete Pumping Truck, Industrial Lift Truck, Motorized Traffic Control, Pickup Truck on Jobsite

GROUP 3: 2-axle Water Truck, 3-axle Dump Truck, 3-axle Flat Bed, Erosion Control Nozzleman, Dump Crete Truck under 6.5 yd, Forklift 15,000 lbs and over, Prell Truck, Pipeline Work Truck Driver, Road Oil Spreader, Cement Distributor or Slurry Driver, Bootman, Ross Carrier

GROUP 4: Off-road Dump Truck under 35 tons 4-axles but less than 7-axles, Low-Bed Truck & Trailer, Transit Mix Trucks under 8 yd, 3-axle Water Truck, Erosion Control Driver, Grout Mixer Truck, Dump Crete 6.5yd and over, Dumpster Trucks, DW 10, DW 20 and over, Fuel Truck and Dynamite, Truck Greaser, Truck Mounted Mobile Sweeper 2-axle Winch Truck

GROUP 5: Off-road Dump Truck 35 tons and over, 7-axles or more, Transit Mix Trucks 8 yd and over, A-Frame Truck, Swedish Cranes

GROUP 6: Off-Road Special Equipment (including but not limited to Water Pull Tankers, Athey Wagons, DJB, B70

Wuclids or like Equipment)

GROUP 7: Repairman

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

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

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.

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END OF GENERAL DECISION

APPENDIX C

SAMPLE CONTRACTOR BID SHEET

PROPERTY OWNER		
Name	Email Address	Daytime Telephone #
PROPERTY ADDRESS		
Street Address		
City	State	Zip Code
Chula Vista	**CA**	

CONTRACTOR INFO		
Name	Email Address	Daytime Telephone #
CONTRACTOR ADDRESS		
Street Address		
City	State	Zip Code

CA State License #	Special Certifications & Trainings

PROPOSED ENERGY IMPROVEMENTS & COSTS

#	*Measure Name*	*Equipment Cost ($)*	*Labor Cost ($)*	*Rebate Amount ($)*	*Net Cost ($)*	*Warranty Duration (yrs)*

PROPOSED ADDITIONAL COSTS		
1	Permit Fees	
2	Miscellaneous Materials	
3	Painting	
4	Rough Carpentry	
5	Demolition/Excavation	
6	Disposal	
7	Rental Equipment	
8	Supervision	
9	Profit & Overhead	
10	Additional Service Options	
11	Additional Warranty Options	

PROPOSED TOTAL COSTS	**$_____**

- PERMITS – The Contractor will obtain the necessary local and state permits required to install the Project's energy efficiency and renewable energy measures.

- REBATES & INCENTIVES – The Contractor will assist the Customer in completing the required paperwork for applicable local, state, and federal rebates and incentives and recoup their upfront costs upon receipt of the rebates or incentives (does not include applicable tax credits).

- LICENSING & TRAININGS – The Contractor possesses a valid State Contractor's license and a current Chula Vista business license. In addition, the Contractor meets the training, licensing, and/or certification requirements of applicable utility rebate programs.

- WARRANTIES – The Contractor will warrant products per California law, industry/manufacturer standards, and rebate/incentive program requirements and will warrant installations for at least 3 years. The Contractor will also provide copies of manufacturer warranties and associated documentation to the Customer.

APPENDIX D

PROGRAM NAME & LOGO USE
Energy Retrofit Incentives & Revolving Loan Fund

The following are the terms and conditions for the use of the *Home Upgrade, Carbon Downgrade* program name and logo by City-approved Eligible Contractors. The *Home Upgrade, Carbon Downgrade* Community Revolving Loan Fund Program Plan, Community Revolving Loan Fund Memorandum of Understanding, and Energy Retrofit Incentive Program Plan (available at www.chulavistaca.gov/goto/hucd) are incorporated by reference. Failure to comply with these terms will result in an Eligible Contractor's Memorandum of Understanding being terminated.

Ownership of the Program Name and Logo, and other Intellectual Property

A. The City of Chula Vista is the exclusive owner of the Program Name and Logo. The City of Chula Vista retains all rights and title to, and interest in, the Program Name and Logo. This Agreement does not transfer to Eligible Contractors the City of Chula Vista service marks, copyrights, or other intellectual property interests.

B. Eligible Contractors may not register, adopt, or use any corporate name, trademark, domain name, service mark, certification mark, or other designation that violates the City of Chula Vista's rights in the Program Name or Logo.

C. Eligible Contractors shall notify the City of Chula Vista of any suspected or known violation of the City of Chula Vista's rights in the Program Name or Logo. The City of Chula Vista shall have the sole right to any action concerning the improper or un-permitted use of the Program Name or Logo.

Authorized and Unauthorized Uses of the Program Name and Logo

D. Eligible Contractors may use the Program Name and Logo only for purposes of advertising the *Home Upgrade, Carbon Downgrade* Program's incentives and loans, as specified in the Program Plans, and under the conditions described below. **Eligible Contractors may not use the Program Name or Logo for other purposes.** Eligible Contractors may not use any other City of Chula Vista logo, obtained from the City of Chula Vista's website, promotional materials, or any other source.

1. Eligible Contractors must include the following language with all marketing materials which incorporate the Program Name and/or Logo: "The Contractor/Company is a participant in the City of Chula Vista's *Home Upgrade, Carbon Downgrade* program. The City of Chula Vista does not provide any endorsement for any Companies or their services."

2. Eligible Contractors may not use the Program Name or Logo in a manner that expresses or implies the City of Chula Vista's endorsement, favoring, or

sponsorship of an Eligible Contractor or its products, services, or websites or in a manner that implies the City of Chula Vista's affiliation with Eligible Contractors or its products, services, or websites.

3. Eligible Contractors may not use the Program Name or Logo in a manner that damages, disparages, or diminishes the City of Chula Vista, the City of Chula Vista's services, or the *Home Upgrade, Carbon Downgrade* Program, including but not limited to uses that could be deemed obscene or that encourage unlawful activities.

4. Eligible Contractors may not authorize any other party to use the Program Logo or Name, may not use the Program Name or Logo as a feature design element of any other logo, and may not alter the Logo in any manner, including proportions, colors, or elements with out prior approval.

5. Eligible Contractors may not use the Program Name or Logo on any materials in which the Eligible Contractor's name, logo, or product name does not also appear. Furthermore, the Logo must be less prominent than the Eligible Contractor's name, product name, logo, trademark, service mark, service name, or other indicia of origin.

The City of Chula Vista's Right to Review Company's use of Name and Logo

E. Eligible Contractors shall submit to the City of Chula Vista all proposed uses of the Program Name and Logo prior to such use. The City of Chula Vista reserves the right to review Eligible Contractors' use of the Program Name and/or Logo prior to or during such use, and to prohibit Eligible Contractors from using the Program Name and/or Logo if the proposed or actual use breaches these terms and conditions. The City of Chula Vista will use its best efforts to approve all proposed Program Name and/or Logo in an expeditious manner. However, any failure by the City of Chula Vista to do so shall not be construed as an acceptance of the proposed use by the Eligible Contractors' Name and/or Logo. The City of Chula Vista may prohibit Eligible Contractors from using the Program Name and/or Logo if any of the proposed uses breach the terms of these terms and conditions.

Indemnification

F. Eligible Contractors agree to indemnify, defend, and hold harmless the City of Chula Vista from any third party claim, loss, liability, damage, cost, or expense that arises from the Eligible Contractors' participation in the *Home Upgrade, Carbon Downgrade* Program, including, but not limited to, Eligible Contractors' use of the Program Name or Logo, or any promotional materials developed by the City of Chula Vista, or the marketing, advertising, manufacture, sale, offer for sale, distribution, promotion, or performance or furnishing of Eligible Contractors' products or services.

Disclaimer of Warranty and Limitation of Liability

G. The City of Chula Vista makes no warranties regarding the Program Name or Logo and disclaims all warranties that might otherwise be implied by law. The City of Chula Vista shall not be liable for any direct, indirect, special, consequential, or

punitive damages arising from or relating to Eligible Contractors' use of the Program Name and/or Logo.

Termination of License and Agreement

H. The license to use the Program Name or Logo under the Memorandum of Understanding shall immediately terminate upon: (1) an Eligible Contractor's breach of any of these terms; or (2) any action taken by an Eligible Contractor that is inconsistent with the City of Chula Vista's sole legal ownership of the Program Name or Logo. The Eligible Contractor shall immediately cease use of the Program Name and/or Logo upon the occurrence of either event, regardless of the receipt of any prior notice, written or oral, from the City of Chula Vista.

Reporting

I. Eligible Contractors agree to report any and all uses of the Product Name and/or Logo to the City of Chula Vista quarterly. These reports should include a complete list of where the Eligible Contractor has used the Product Name and/or Logo as well as a detailed description of how and where this City-approved marketing material was used.

APPENDIX E

CITY OF CHULA VISTA | Department of Conservation & Environmental Services

Bureau of Contract Administration

ELECTRICAL SAFETY POLICY - IMPLEMENTATION PLAN

PROJECT: _____ W.O.: _____

INSPECTOR: _____ DATE: _____

THE CONTRACTOR SHALL:

PLAN AND IMPLEMENT THE ELECTRICAL SAFETY POLICY IN ACCORDANCE WITH THE BOARD OF PUBLIC WORKS POLICY:

APPRENTICES AND JOURNEYMEN:

	All apprentices will be registered in a State of California Approved Apprenticeship Program
	The use of "journeymen" will comply with all State of California labor laws

THE WORKFORCE OF PROJECTS DESIGNATED AS REQUIRING "ENHANCED ELECTRICAL SAFETY CRITERIA" SHALL COMPLY WITH THE FOLLOWING:

	70% Of All "Journeymen Wiremen" will be graduates of a State of California Approved Apprenticeship Program
	20 % of the jobsite electrical workers will be OSPIA 10-hour General industry Safety and Health Certified
	At least one jobsite electrical worker will be OSHA 30-hour General Industry Safety and Health Certified

	The required work force ratios will be determined by verifying the workforce composition on a daily basis

FAILURE TO FULLY IMPLEMENT AND MONITOR THE ELECTRICAL SAFETY POLICY MAY RESULT IN AN ASSESSMENT OF PENALTIES AND/OR POSSIBLE SANCTIONS AGAINST THE CONTRACTOR.

As the contractor's representative, I understand and agree to comply with the above Electrical Safety Policy

_____

Signature Date

Distribution: Contractor
Job File
Project Engineer